

SAN JUAN COUNTY, COLORADO
BOARD OF COMMISSIONERS MEETING AGENDA
August 13, 2025

CALL TO ORDER: 8:30 A.M.

OLD BUSINESS:

Consider Bills and Authorize Warrants
BOCC Regular Meeting Minutes for July 23, 2025

APPOINTMENTS:

8:40 A.M. - Athena Jones, EPA
9:00 A.M. - Rusty Melcher, County Road Supervisor
9:30 A.M. - Martha Johnson, Social Services
10:00 A.M. - Public Hearing: Isaiah Branch-Boyle
10:30 A.M. - Public Hearing: George Riley
10:45 A.M. - Public Hearing: David Breed
11:05 A.M. - Public Hearing: Damon Rose
11:30 A.M. - Resolution 2025-04 A Resolution Of The San Juan County Board Of County Commissioners Implementing An Immediate Stage Two Fire Ban
11:45 A.M. - Draft Resolution 2025-05 A Resolution Authorizing An Election On The Question Of Whether To Permit San Juan County To Collect, Retain And Expend Revenues Collected From Property Taxes In Excess Of The 5.25% Limit Imposed By State Law.
Lunch – Location to be determined
1:30 P.M. - CDOT Annual Meeting
Other

CORRESPONDENCE:

NEW BUSINESS:

Sales Tax Report
Treasure's Report
Public Comment
Commissioner and Staff Reports

OTHER:

ADJOURN:

Times listed above are approximate.

Discussion of an agenda item may occur before or after the assigned time.

Next Regular Meeting – 6:30 PM, Wednesday August 27, 2025

Join Zoom Meeting

<https://zoom.us/j/92136473203>

Meeting ID: 921 3647 3203

By Telephone: Dial 669-900-6833 and enter the Webinar ID 92136473203 when prompted.

You Tube (live and recorded for later viewing, does not support public comment):

<https://www.youtube.com/@sanjuancountycolorado/streams>

SAN JUAN COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING WEDNESDAY, JULY 23, 2025
AT 6:30 P.M.

Call to Order: The meeting was called to order by Commissioner Lashley. Present were Commissioners Scott Fetchenhier, Pete Maisel and Administrator William Tookey.

Commissioner Fetchenhier moved to approve the minutes of July 9, 2025. Commissioner Maisel seconded the motion. The motion passed unanimously.

Commissioner Maisel moved to approve the minutes of the Special Meeting of July 15, 2025

Debby Harrison Zarkis, the new director of the Silverton Family Learning Center was present to introduce herself to the Commissioners and to discuss the financial concerns of the Center.

Phil Antonelli representing the Silverton Powerhouse Collective was present to request approval for a Special Events Liquor License for the Powerhouse. Commissioner Fetchenhier moved to approve the liquor license as submitted. Commissioner Maisel seconded the motion. The motion passed unanimously.

Terri Brokering and Kelli Fries were present to inform the Commissioners that the Silverton Clinic will be closing. There was discussion concerning using County funds that had been directed to the Silverton Clinic to be redirected to provide an assistant for Dr. Brown's clinic.

Administrator Tookey informed the Commissioners that the 5.25% revenue limit imposed by the State on property tax revenues could have an adverse effect on the County's finances. To remedy the limit the County would need to have a ballot measure on the November Election requesting that the voters remove the restriction. Commissioner Fetchenhier moved that the County formally notify the Election Clerk of the intent to have a ballot measure for the November election. Commissioner Maisel seconded the motion. The motion passed unanimously.

The Commissioners reviewed proposed disclaimer language prepared by the County Attorney for the San Juan Triangle sign request. After some minor changes to the language Commissioner Fetchenhier moved to approve allowing County signs at Gladstone and Eureka for the San Juan Triangle Maps provided that it includes the disclaimer and that the disclaimer is posted on their web page.

Having no further business, the meeting was adjourned at 8:45 P.M.

Austin Lashley, Chairman

Ladonna L. Jaramillo, County Clerk

SAN JUAN COUNTY BOARD OF COMMISSIONERS MET AUGUST 13, 2025
AND THE FOLLOWING BILLS WERE APPROVED FOR PAYMENT.

26068	ANGELES CONSTRUCTION	BILL	3200.00
26069	IDS INTERGRATED	TITLE-RENALS	67.25
26070	CITIZENS STATE BANK	2ND QTR UNEMPLOYMENT	405.15
26071	SAN MIGUEL POWER	BILLS	3469.08
26072	WEX BANK	SHERIFFS FUEL	1786.33
ACH 5	ALLIED BENEFIT SYS	HEALTH INSURANCE	20964.77
26073	WILLIAM F. CORWIN	ASSESSOR-TREAS SEARCH	886.75
26074	JC NOEL	REIMB DAMAGE DEPOSIT	960.00
26075	MASTERS TOUCH	TREASURERS INSERT & MAIL	491.27
DD	ABIGAIL H. ARMISTEAD	SHERIFF DEPUTY WAGES	3983.66
DD	ADAM D. CLIFTON	SHERIFF DEPUTY WAGES	4051.66
DD	AMIE R. GARDINER	SHERIFF-NURSE WAGES	3276.74
DD	ANTHONY D. EDWARDS	COMMUNICATIONS WAGES	5140.82
DD	AUSTIN P. LASHLEY	COMMISSIONERS WAGES	1750.57
DD	ARTHUR J. DONOVAN	EPD WAGES	4958.51
DD	BRUCE T. CONRAD	SHERIFFS WAGES	4350.99
DD	CHARLES A. LANIS	DEPUTY CLERK WAGES	3789.77
DD	DEANNA M. JARAMILLO	TREASURERS WAGES	3884.93
DD	GARY L. DAVIS	VA WAGES	1094.62
DD	JOHN A. JACOBS	SHERIFF DEPUTY WAGES	3491.54
DD	KERI METZLER	CORONER WAGES	1005.03
DD	KIMBERLY A. BUCK	ASSESSORS WAGES	3960.72
DD	KRISTINA L. RHOADES	SOCIAL SERVICE WAGES	3727.22
DD	LADONNA L. JARAMILLO	COUTNY CLERK WAGES	3978.02
DD	PETER C. MAISEL	COMMISSIONERS WAGES	2140.25
DD	REBECCA B. JOYCE	COUNTY NURSE WAGES	4125.95
DD	REBECCA J. RHOADES	CUSTODIAN WAGES	2077.58
DD	SCOTT L. FETCHENHIER	COMMISSIONERS WAGES	2153.03
DD	STEPHEN W. LOWRANCE	UNDERSHERIFF WAGES	4458.67
DD	WILLIAM A. TOOKEY	ADMINISTRATOR WAGES	5890.64
26076	HUMANA INSURANCE CO	DENTAL-VISION-LIFE	2075.40
26077	CITIZENS STATE BANK	FEDERAL TAXES WITHHELD	23687.78
26078	CITIZENS STATE BANK	STATE TAXES WITHHELD	3749.00
26079	GREAT-WEST LIFE	GROUP RETIREMENT	6924.40
26080	CITIZENS STATE BANK	H S A SAVINGS	3000.00
26081	AFLAC	INDIVIDUAL INSURANCE	182.78
26082	CITIZENS STATE BANK	ANVIL PAYMENT	6770.33
26083	S & S LOCK SERVICE LLC	COMBINATION CHG-LOCKS	6770.00
26084	LADONNA L. JARAMILLO	REIMB MEDICARE	348.96
26085	SCOTT L. FETCHENHIER	REIMB MEDICARE	372.43
26086	PETER C. MAISEL	REIMB MEDICARE-SPOUSE INS	1364.54
26087	WILLIAM A. TOOKEY	REIMB MEDICARE	362.91
26088	LA PLATA CO TREASURER	DA SESRVICES 4-25/6-25	8197.92
26089	SOUTHWEST APPLIANCE	ANVIL APPLIANCES	1035.27

26090 EVERBRICGE	EPD BILL	2758.34
26091 VERO FIBER	BILLS	969.10
26092 STIMAGING	MICRO FIST READER	5175.50
26093 GARY L. DAVIS	REIMB MILEAGE	100.80
26094 DR. JOEL, INC	PRINTER SETUP	65.00
26095 AMBULANCE ASSOCIATION	MONTHLY PAYMENT (2025-7	49133.33
26096 SILVERTON FIRE AUTHORITY	3 QTR PAYMENT	14437.50
26097 CO COUNTY CLERKS ASSOC	WEBSITE OPERATION FEE	125.00
26098 TOWN OF SILVERTON	W/S THRU 06-30-25	4703.61
26099 CITIZENS STATE BANK	VISA BILLS	5601.87
26100 SAN MIGUEL POWER	BILLS	2786.84
26101 BRUCE E. HARING, MA,LPC	MENTAL HEALTH PROGRAM PAY	5100.14
26102 SILVER SAN JUAN	PLUMBING REPAIRS ANVIL 3B	95.00
26103 CASSANDRA ROOF	NURSE ASSISTANT HELP PAY	1816.67
26104 ROBERT ROOF, LPC	COUNSELING PAY	1000.00
26105 LEE COPENHAGEN, LCSW	THERAPY PAY	600.00
26106 DAYNA KRANKER	NURSE ASSISTANT PAY	1040.00
26107 MARIAH REEVES APRICITY	NURSE ASSISTANT PAY	2973.56
26108 SUMMER HEROUT	NURSE ASSISTANT PAY	300.00
26109 CENTURY LINK	SHERIFFS BILL	74.39
26110 CO BUREAU OF INVESTIGAT	SHERIFFS BILL	39.00
26111 VERIZON	SHERIFFS BILL	112.95
26112 ALSCO UNIFORMS	CUSTODIAN BILL	259.23
26113 CENTURY LINK	CUSTODIAN BILL	104.06
26114 QUALITY HOUSE INTERIORS	ANVIL APARTMENT	7609.20
26115 DENNIS R. GOLBRICHT	JULY 25 SERVICES	3575.00
26116 CAPITAL BUSINESS SYSTEMS	BILLS	185.40
26117 MARIAH REEVES APRICITY	REIMB MILEAGE	79.81
26118 SILVERTON HARDWARE	BILLS	57.24
26119 SILVERTON FAMILY	PAYMENT	7500.00
26120 CENTURY LINK	SHERIFFS BILL	353.21
26121 ANIMAS TOWING	SHERIFFS VEHICLE WORK	620.00
26122 VISA	BILLS	867.95
26123 TECHNOLOGY WEST	REMOTE SUPPORT 3-1-25/7-31-25	95.00
26124 IMAGE NET CONSULTING	SHERIFFS BILL	128.37
26125 CO CUSTOM ELEVATOR	PERIODIC MAINTENANCE	725.00
26126 CO CONTY ATTORNEY ASSO	2025 MEMBERSHIP DUES	200.00
26127 KERI METZLER	REIMB BILLS	410.00
26128 PATHOLOGY GROUP, PI	AUTOPSY SMITH 25-086	1582.00
26129 NMS LABS	POSTMORTERM, BLOOD-URINE	420.00
26130 WEX BANK	FUEL	1463.43
TOTLA GENERAL		295606.74

ROAD

7670 SILVERTON LP GAS	TANK FILL UP	224.63
7671 CITIZENS STATE BANK	2ND 2nd QTR UENEMPLOYMENT	151.50
DD DANIEL W. BECHTEL	ROAD OPERATOR WAGES	2266.98
DD LOUIS K. GIRODO	ROAD OPERATOR WAGES	4986.67
DD MICHAEL W. KRISNOW	ROAD FOREMAN WAGES	3763.53
DD WILLIAM T. MACDOUGALL	ROAD OPERATOR WAGES	2514.33
DD RUSTY D. MELCHER	ROAD OVERSEAR WAGES	4991.20
7672 SAN MIGUEL POWER	BILLS	201.52
7673 CATERPILLAR FINANCIAL	SMM FOR D6NXL/NJN00598	10.50
7674 HUMANA	DENTAL-VISION-LIFE	244.73
7675 CITIZENS STATE BANK	FEDERAL TAXES WITHHELD	6275.32
7676 CITIZENS STATE BANK	STATE TAXES WITHHELD	961.00
7677 GREAT-WEST LIFE	JULY 25 GROUP RETIREMENT	805.74
7678 CITIZENS STATE BANK	JULY 25 H S A SAVINGS	500.00
7679 JOHN DEERE FINANCIAL	JD GRDR BILL	6589.95
ACH6 ALLIED BENEFIT SYSTEMS	MEDICAL INSURANCE	6731.35 X
7680 TOWN OF SILVERTON	W/S THRU 6-30-2025	529.49
7681 VISA	BILL	2196.91
7682 RUSTY D. MELCHER	REIMB MODULE-SEAL-LUBE	314.21
7683 WHISTLESTOP	JUNE-JULY FUEL	7851.42
7684 WAGNER	PARTS	7852.58
7685 ALSCO	BILL	120.00
7686 SAN MIGUEL POWER	BILLS	198.52
7687 SILVERTON HARDWARE	SUPPLIES	136.98
7688 DOUG CONIFF	MECHANIC WORK DUMP TRUCK	1575.00
7689 HALEY AMIDEL	DRAW DAVES MEMORIAL	250.00
7690 CENTURY LINK	BILL	155.25
TOTAL ROAD		62399.31

GENERAL	295606.74
ROAD	62399.31
TOTAL ALL FUNDS	358006.05

WERE ALLOWED SETTLEMENT IN FULL BY ORDER OF SAN JUAN COUNTY COMMISSIONERS.

AUSTIN LASHLEY, CHAIRMAN

SCOTT L. FETCHENHIER, COMMISSIONER

PETER C. MAISEL, COMMISSIONER

LADONNA L. JARAMILLO, CLERK



Department of Social Services
Phone 970-387-5631 * Fax 970-387-5326
Martha Johnson, Director
6/30/2025

Date 8/5/2025
Transmittal No. 6

Vendor	Date	Num	Amount
San Juan Cty	06/30/2025	11727	\$ 4,353.76
La Plata County	06/30/2025	11728	\$ 5,542.09
Silverton Public Schools	06/30/2025	11730	\$ 12,500.00
Silverton Family Learning Center	06/30/2025	11729	\$ 10,586.05
La Plata County	06/30/2025	TBD	\$ 18,575.14
TOTAL			<u>\$ 51,557.04</u>

I, MARTHA JOHNSON, Director of Social Services of San Juan County of Colorado, hereby certify that the payments listed above are available for inspection and have been paid to the payees listed.


MARTHA JOHNSON

8-5-2025

I, Austin Lashley, Chairman of the San Juan County Board of Commissioners, hereby certify that the payments as set forth above have this date been approved and warrants in payment thereof issued upon the Social Services Fund.



Austin Lashley

San Juan County Social Services
Profit & Loss Budget vs. Actual
January through June 2025

Ordinary Income/Expense	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jan - Jun 25	TOTAL
Income								
400.001 REVENUE-State Alloc	8,185.25	7,975.61	9,090.29	9,746.24	8,461.11	46,416.20	89,874.70	148,000.00
400.010 Property Tax Current	0.00	134.79	6,436.35	2,049.29	5,844.91	1,086.03	15,551.37	21,349.00
400.020 Specific Ownership tax	129.52	113.36	97.18	110.44	109.38	0.00	559.88	1,200.00
400.040 Penalties/Int on Tax	0.00	0.00	0.00	1.51	1.04	73.78	76.33	150.00
400.100 REVENUE-Family Voice Grant	3,584.12	7,439.16	0.00	0.00	0.00	0.00	11,023.28	0.00
400.145 REVENUE-CSGB Grant	1,331.63	0.00	0.00	0.00	0.00	0.00	1,331.63	1,000.00
400.180 REVENUE-EOC	180.00	0.00	0.00	0.00	120.00	0.00	300.00	800.00
400.220 REVENUE-Program Refunds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00
Total Income	13,410.52	15,662.92	15,623.82	11,907.48	14,536.44	47,576.01	118,717.19	173,499.00
Expense								
500.100 EXPENSE-Administration	7,649.25	7,230.09	7,510.54	8,191.55	7,950.53	7,895.85	46,427.81	84,000.00
500.110 EXPENSE-Adult Protectio	0.00	0.00	1,023.76	455.00	0.00	18,575.14	20,053.90	500.00
500.120 EXPENSE-Child Care	49.80	0.00	46.00	0.00	138.90	10,586.05	10,820.75	1,500.00
500.130 EXPENSE-Child Support	37.88	73.59	0.00	37.89	39.31	0.00	188.67	2,000.00
500.140 EXPENSE-Child Welfare	0.00	0.00	0.00	609.99	0.00	12,500.00	13,109.99	30,000.00
500.145 EXPENSE-CSGB Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00
500.150 EXPENSE-Colorado Works	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00
500.160 EXPENSE-Core Services	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	12,000.00	24,000.00
500.180 EXPENSE-Family Voice Grant	3,584.12	7,439.16	0.00	0.00	0.00	0.00	11,023.28	0.00
500.200 EXPENSE-LEAP	267.67	180.25	166.49	360.17	0.00	0.00	974.58	5,000.00
Total Expense	13,588.72	16,923.09	10,746.79	11,654.60	10,128.74	51,557.04	114,598.98	168,500.00
Net Income								
	-178.20	-1,260.17	4,877.03	252.88	4,407.70	-3,981.03	4,118.21	4,999.00

San Juan County
CDHS Allocation and Expenditures report
For State Fiscal Year 2024-25
6/30/2025

FIPS

111

Program	Allocation	Expenditures	Remaining	% Remaining	% of Fiscal Year Remaining
CDHS County Admin	88,056	38,514	49,542	56.26%	0.00%
HCPF Regular	23,708	6,069	17,639	74.40%	0.00%
HCPF Enhanced	48,783	23,292	25,491	52.25%	0.00%
APS Admin	30,000	25,546	4,454	14.85%	0.00%
APS Client	2,000	0	2,000	100.00%	0.00%
Child Care	8,867	6,043	2,824	31.85%	0.00%
Colorado Works	44,233	14,606	29,627	66.98%	0.00%
Colorado Works HB 22-1259 ARPA	464	77	386	83.34%	0.00%
Child Welfare 80/20	55,445	46,254	9,192	16.58%	0.00%
Child Welfare 100%	2,155	2,155	0	0.00%	0.00%
CORE 80/20	10,351	4,687	5,664	54.72%	0.00%
CORE 100%	18,869	19,313	-444	-2.35%	0.00%
SEAP	444	0	444	100.00%	0.00%
LEAP L300.5200	1,830	1,732	98	5.38%	25.00%
Locked-in PHE Enhanc (M215.5400)	1,933		1,933	100.00%	0.00%
Locked-in PHE Enhanc (M216.5405)	6,283	1,027	5,257	83.66%	0.00%
Total	343,421	189,315	154,106		

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

COVER PAGE

State Agency

Department of Health Care Policy and Financing

Contractor

San Juan County

Contract Number

26-198143

Contract Performance Beginning Date

The later of the Effective Date or July 1, 2025

Initial Contract Expiration Date

June 30, 2026

Contract Authority

Authority to enter into this Contract exists in C.R.S. §25.5-1-101, et. seq. and 10 CCR 2505-5 et. seq.

Contract Purpose

The purpose of this Contract is to create performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility and cooperation with other Medical Assistance-related entities.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Contract:

- | | |
|-----------------------------------|---|
| 1. Exhibit A – Statement of Work | 5. Exhibit E – Small, Medium, and Large |
| 2. Exhibit B – Rates | County List |
| 3. Exhibit C – Terminology | 6. Exhibit F – Sample Option Letter |
| 4. Exhibit D – Review Sample Size | |
| Exemption Process Flow | |

In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- | | |
|--|---|
| 1. Colorado Special Provisions in §17 of the | 5. Exhibit D – Review Sample Size |
| main body of this Contract | Exemption Process Flow |
| 2. The provisions of the other sections of the | 6. Exhibit E – Small, Medium, and Large |
| main body of this Contract | County List |
| 3. Exhibit A – Statement of Work | 7. Exhibit C – Terminology |
| 4. Exhibit B – Rates | 8. Exhibit F – Sample Option Letter |

Principal Representatives

For the State:

Arturo Serrano

Health Care Policy and Financing

303 17th Ave, 11th Floor

Denver, CO 801203

For Contractor:

San Juan County

Board of County Commissioners

Martha Johnson, Social Services

1557 Greene St

Silverton, CO 81433-0000

MJohnson@lpcgov.org

Contract Maximum Amount**Initial Term**

State Fiscal Year 2026: \$6,532.10

Extension Term

State Fiscal Year 2027: \$0.00

State Fiscal Year 2028: \$0.00

State Fiscal Year 2029: \$0.00

State Fiscal Year 2030: \$0.00

Total for All State Fiscal Years: \$6,532.10

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

CONTRACTOR

San Juan County
Board of County Commissioners

STATE OF COLORADO

Jared S. Polis, Governor
Department of Health Care Policy and Financing
Kim Bimestefer, Executive Director

Date: _____

Date: _____

2nd State or Contractor Signature if Needed

LEGAL REVIEW

Philip J. Weiser, Attorney General

Date: _____

N/A
By: Assistant Attorney General
Date: _____

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD
Department of Health Care Policy and Financing
Jerrod Cotosman, Controller

Effective Date: _____

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated above by the State Controller or an authorized delegate.

TABLE OF CONTENTS

TABLE OF CONTENTS1

1. PARTIES2

2. TERM AND EFFECTIVE DATE2

3. DEFINITIONS3

4. STATEMENT OF WORK5

5. PAYMENTS TO CONTRACTOR5

6. REPORTING - NOTIFICATION7

7. CONTRACTOR RECORDS.....7

8. CONFIDENTIAL INFORMATION-STATE RECORDS8

9. CONFLICTS OF INTEREST.....9

10. INSURANCE10

11. BREACH OF CONTRACT11

12. REMEDIES11

13. DISPUTE RESOLUTION.....13

14. NOTICES AND REPRESENTATIVES13

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION14

16. GENERAL PROVISIONS14

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).....17

EXHIBIT A, STATEMENT OF WORK1

EXHIBIT B, RATES1

EXHIBIT C, TERMINOLOGY1

EXHIBIT D, REVIEW SAMPLE SIZE EXEMPTION PROCERSS FLOW1

EXHIBIT E, SMALL, MEDIUM, AND LARGE COUNTY LIST.....1

EXHIBIT F, SAMPLE OPTION LETTER.....1

1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (“Contractor”) and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State,” the “Department,” or “HCPF”). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be

governed by **§12.A.i.**

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in **§12.A.i.a.**

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Breach of Contract"** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **"Chief Procurement Officer"** means the individual to whom the Executive Director has delegated his or her authority, pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the State.
- D. **"Contract"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- E. **"Contract Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- F. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- G. **"Effective Date"** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this

Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.

- H. **"End of Term Extension"** means the time period defined in §2.D.
- I. **"Exhibits"** means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- J. **"Extension Term"** means the time period defined in §2.C
- K. **"Goods"** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- L. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 et. seq. C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.
- M. **"Initial Term"** means the time period defined in §2.B.
- N. **"Party"** means the State or Contractor, and "Parties" means both the State and Contractor.
- O. **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- P. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.
- Q. **"Services"** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- R. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished,

or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- S. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- T. **“State Fiscal Year (SFY)”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- U. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- V. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- W. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- X. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit, including the terminology in Exhibit C.

4. **STATEMENT OF WORK**

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this contract. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract.

5. **PAYMENTS TO CONTRACTOR**

A. **Maximum Amount**

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract.

B. **Payment Procedures**

i. **Invoices and Payment**

- a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A, Statement of Work and Exhibit B, Rates.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Contract.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of one percent per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds, the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date

of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

6. REPORTING - NOTIFICATION

A. Written Reports.

In addition to any reports required pursuant to this Contract or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, upon request of the State, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 5 Business Days following the State's request or at such time as otherwise specified by the State.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision-making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page of this Contract.

C. Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §14 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date three years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return

State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor's or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

D. Acknowledgment

Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Contractor Insurance

Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

C. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

D. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §14 within seven days of Contractor's receipt of such notice.

E. Subrogation Waiver

All commercial insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

F. Certificates

For each commercial insurance plan provided by Contractor under this Contract, Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall

provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §10.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all

Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §Error! Reference source not found. shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page of this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page of this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to

this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of “works made for hire” under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, “State Materials”). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor’s obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, “Contractor Property”). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS

A. Assignment

Contractor’s rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor’s rights and obligations approved by the State shall be subject to the provisions of this Contract

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this contract without providing notice to the State. The State may reject any such subcontract,

and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §16.A., all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

L. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

M. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of this Contract shall survive the termination or expiration of this Contract and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.A.**, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and

standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

T. Accessibility

i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver,

express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

EXHIBIT A, STATEMENT OF WORK

1. PROJECT SPECIFIC TERMINOLOGY

- 1.1. The following list is provided to assist the reader in understanding project specific acronyms, abbreviations, and terminology used throughout this document. See Exhibit C, Terminology for additional definitions.
 - 1.1.1. Applicant – An individual for whom Contractor is performing a Medical Assistance Eligibility Determination.
 - 1.1.2. Average Speed to Answer (ASA) – A key Call Center metric measuring the average amount of time it takes to answer a phone call from a customer, from the point of call connection to being connected to a live agent, including the time waiting in queue. ASA does not include calls that can be answered through automated means and does not require a live agent.
 - 1.1.3. Business Day – Any day in which the State is open and conducting business, but shall not include Saturday, Sunday, or any day which the State of Colorado observes one of the holidays listed in C.R.S. §24-11-101(1).
 - 1.1.4. Call Center – A Call Center is defined as having one dedicated line for contacting Contractor; when Members and individuals call in, they are automatically assigned to the next available Contractor agent. This dedicated line should also have technology in place to provide data, at a minimum, on the number of calls received, the average wait-time and the number of abandoned calls. Call Centers can be as small as one Contractor staff and as large as 100 or more Contractor staff answering calls.
 - 1.1.5. Compliance Measures – Performance measures tied to contracts to ensure Colorado does not fall below expected federal or state performance standards.
 - 1.1.6. COGNOS/Decision Support System 01 (DSS01) – The Department's data reporting systems that use information from the Colorado Benefits Management System (CBMS).
 - 1.1.7. Colorado Benefits Management System (CBMS) – The State's eligibility determination system.
 - 1.1.8. Colorado interChange (interChange) – The State's claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collect and analyze data related to those payments.
 - 1.1.9. Corrective Action Plan (CAP) – A formal plan submitted by Contractor and in collaboration with the Department who will provide technical assistance to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.
 - 1.1.10. County Administration website – The Department's public-facing website where contract documentation is kept for the County Incentives Program (<http://www.colorado.gov/hcpf/county-admin>).
 - 1.1.11. County Financial Management System (CFMS) – The accounting system utilized by Contractor to record expenditures against county administration funding for Colorado's Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.
 - 1.1.12. County Incentives Program – A program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive

Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Contract.

- 1.1.13. Determination – The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in Member circumstance.
- 1.1.14. Disenroll or Disenrollment – The act of processing a change in circumstance that affects a Member’s eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan Plus.
- 1.1.15. Eligibility Quality Assurance (EQA) Program – EQA conducts monthly case reviews to monitor the accuracy and timeliness of eligibility determinations for Medical Assistance made by Contractor, with cases pulled monthly for quality review. Results of the EQA reviews are displayed on the MAP Accuracy Dashboard.
- 1.1.16. Exception – A contract action the Department will take action on its own, without needing any input or steps from Contractor, that will assist Contractor in meeting and/or exceeding performance targets and deliverables.
- 1.1.17. Exemption – A contract action the Department takes upon receiving a formal request from Contractor to grant an exemption, and that request is backed up by data or other documentation that is submitted by Contractor to the Department.
- 1.1.18. HCPF Memo Series – The Department’s policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program (<https://hcpf.colorado.gov/memo-series>).
- 1.1.19. Home and Community-Based Services (HCBS) – HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all Members.
- 1.1.20. Improvement Action Plan (IAP) – An informal plan submitted by Contractor to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.
- 1.1.21. Key Performance Indicator – KPI, a specific, measurable and quantifiable measure of performance metrics used to track progress over time toward a specific objective or goal. Call Center KPIs definitions and terminology were shared with Tier 1 counties in FY 2023-24 and will be issued as an attachment in the HCPF Memo Series.
- 1.1.22. Long Term Care (LTC) – Long-Term Care is a Medical Assistance program that provides nursing home care, home-health care, personal or adult day care for individuals of any age with a chronic or disabling condition.
- 1.1.23. Management Decision Letter (MDL) – A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.
- 1.1.24. MCC – Health First Colorado Member Contact Center.
- 1.1.25. Medical Assistance Performance (MAP) Dashboards – A graphic representation of essential information regarding performance measures, targets and Contractor’s actual performance. The MAP Dashboards highlight each county’s performance and quality.

- 1.1.26. Performance Measure – A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.
- 1.1.27. Performance Coaching Workbook – A tool provided by the Department to support Eligibility Sites with understanding of the key performance indicators for Colorado Human Service Offices and MA/EAP Sites.
- 1.1.28. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.
- 1.1.29. PuMP – A Performance Measurement Process developed by Stacey Barr.
- 1.1.30. Reporting Period – The period of time for each performance standard used to measure whether Contractor is meeting the requirements of each specific Performance Incentive Standard, including performance targets and/or deliverables.
 - 1.1.30.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.
 - 1.1.30.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.
- 1.1.31. Redetermination – A Determination as defined under 10 C.C.R. 2505-10 8.100.3.P.
- 1.1.32. State Fiscal Year (SFY) – The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year.
- 1.1.33. Status Report – A communication to Contractor that details which Performance Incentive Standards were met for each Reporting Period.
- 1.1.34. Tableau – An interactive data visualization software focused on business intelligence; provides a graphic representation of essential information regarding performance measures, targets and Contractor’s actual performance.
- 1.1.35. Target – A specific goal or standard that the Department aims to achieve. It represents the desired level of performance or outcome that is used to evaluate success. Degree of performance we are continuously striving to achieve (i.e., 95% Timeliness).
- 1.1.36. Timely Determination – Any initial Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.
- 1.1.37. Timely Disenrollment – Processing a change in a Member’s circumstance resulting in disenrollment within 15 Calendar Days.
- 1.1.38. Timely Renewal – A renewal is considered timely if it is completed by the last day of the due month when the packet is received before the 15th. If the packet is received on or after the 15th, you’ll have 30 Calendar Days from the packet received date to complete the renewal to keep it timely. Also, any renewals received during the 90-day reconsideration period will have 30 Calendar Days from the date the packet is received to be completed.
- 1.1.39. Untimely Determination – Any initial Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.
- 1.1.40. Untimely Renewal – If the renewal packet is received before the 15th of the due month, you have until the end of that month to complete it, if not completed is considered untimely. If the packet is received on or after the 15th, you’ll get 30 Calendar Days from the packet

received date. If the renewal isn't completed within those 30 Calendar Days, it will be marked as late. Additionally, if a renewal is received during the 90-day reconsideration period, you will have 30 Calendar Days from when the packet is received to complete it. Any renewal completed after that 30-day period will also be considered late.

- 1.1.41. Voice of the Customer – Voice of the Customer (VoC) is a series of different methods that is used to collect customer feedback. A VoC program can help Contractor capture how customers feel about the experience of accessing services at Contractor and can produce insights that can help Contractor create a stronger customer experience.

2. COUNTY DETERMINATIONS

- 2.1. Contractor shall perform all Medicaid eligibility-related work within Contractor's County, required under C.R.S. §25.5-1-101 et seq. The Department and Contractor share the costs of this work performed by Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS

3.1. Systems Utilized to Determine Compliance

- 3.1.1. To determine whether Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within Contractor's County, the Department will utilize the COGNOS/DSS01 and MAP Dashboard systems to pull data tracking and reports that track Contractor's compliance with certain Performance Incentive Standards. This data will be visualized on each county's MAP Dashboards.
- 3.1.2. To determine whether Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within Contractor's County, the Department may utilize data from the Colorado interChange system.
- 3.1.3. The list of systems in Sections 3.1.1. and 3.1.2. is not all-inclusive, and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether Contractor met any or all the Performance Incentives Standards.
- 3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems published on the MAP Dashboard will be defined in each applicable Performance Incentive Standard and/or the PuMP template for those performance measures.
- 3.1.5. Contractor shall utilize policy, operational, and informational guidance provided in this Statement of Work, the County Incentives Program Guide, and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine Contractor's compliance with any or all the Performance Incentives Standards.
- 3.1.6. To determine whether Contractor met any or all the Call Center Performance Standards, the Department will review county Call Center systems data for tracking and reports that track Contractor's compliance with Customer Service Performance Incentive Standard.

3.2. Communications Utilized to Determine Compliance

- 3.2.1. Contractor shall utilize and comply with guidance issued through the HCPF Memo Series and shall fulfill the requirements in the Statement of Work, thereby enabling Contractor to earn a Performance Incentive Payment.

- 3.2.2. Contractor shall utilize the HCPF Memo Series to find any forms, templates, program contacts, or additional information needed to operationalize the Performance Incentives Standard Program referenced throughout this Contract.
- 3.2.3. If additional guidance or contract clarification is needed, the Department may release additional guidance to Contractor through the HCPF Memo Series.
- 3.2.4. The Department reserves the right to request written documentation from Contractor including, but not limited to, the following:
 - 3.2.4.1. Any and all documentation generated by various software and/or systems.
 - 3.2.4.2. Written policies and procedures.
 - 3.2.4.3. Standard operating procedures.
 - 3.2.4.4. Internal directives and/or communications to staff related to processing or performance guidelines
 - 3.2.4.5. If the Department requests any documentation outlined in Section 3.2.4, Contractor shall respond within five Business Days commencing the day following the issuance date of the request. If, for reasons outside of Contractor's control, Contractor is unable to respond within the five Business Days, Contractor will notify the Department immediately and request an extension. The request for an extension must be received by the Department within the five-calendar day timeframe as outlined above. Contractor must provide a reason for the extension. If the request for the delay is not received within the five-calendar day timeline, the request will be denied.
 - 3.2.4.6. The Department reserves the right to extend the deadline or to deny the request for an extension.

4. MEDICAID COUNTY PERFORMANCE STANDARDS PROGRAM

- 4.1. In State Fiscal Year (SFY) 2025–2026, the Medicaid County Performance Standards Program shall be divided into three incentive categories: the Performance Compliance Performance Incentive Standard, the Customer Service Performance Incentive Standard, and the County Collaboration Incentive Standard.
- 4.2. Each of these standards is assigned a specific percentage, which collectively represent 100% of the total Eligible Earnings available to each Contractor under the Program.
- 4.3. The following sections provide a detailed breakdown of the percentage weight assigned to each standard, as well as the associated performance targets and deliverables required to achieve the corresponding portion of the Eligible Earnings:
 - 4.3.1. **Performance Compliance Performance Incentives Standard**
 - 4.3.1.1. Contractor has the ability to earn Performance Compliance Performance Incentive Standard Payments to reimburse a portion of cost sharing as described in Section 2, County Determinations, by meeting targets, and/or deliverables as outlined in each Performance Compliance Performance Incentive Standard.
 - 4.3.1.2. Performance Compliance Performance Incentive Standard
 - 4.3.1.2.1. Contractor shall be eligible to earn the Performance Compliance Performance Incentive Payment upon meeting the Performance Compliance and Accuracy targets at the conclusion of the First and Second Reporting Periods.

- 4.3.1.2.2. Contractor may earn a Performance Compliance Performance Incentive Payment in Reporting Period when Contractor meets at least four out of six following Targets:
 - 4.3.1.2.2.1. Application Timeliness of Determinations: 45 Calendar Days
 - 4.3.1.2.2.2. Application Timeliness of Determinations: 90 Calendar Days
 - 4.3.1.2.2.3. Pending Exceeding Processing Guidelines (EPG): 45 Determinations
 - 4.3.1.2.2.4. Pending Exceeding Processing Guidelines (EPG): 90 Determinations
 - 4.3.1.2.2.5. Renewal Timeliness: NON-LTSS (Non-Long-Term Service and Support)
 - 4.3.1.2.2.6. Pending Exceeding Processing Guidelines (EPG): Renewals NON-LTSS
- 4.3.1.2.3. Contractor may earn a Performance Compliance Performance Incentive Payment in Reporting Period 2 when Contractor meets six out of the eight of the following Targets:
 - 4.3.1.2.3.1. Application Timeliness of Determinations: 45 Calendar Days
 - 4.3.1.2.3.2. Application Timeliness of Determinations: 90 Calendar Days
 - 4.3.1.2.3.3. Pending Exceeding Processing Guidelines (EPG): 45 Determinations
 - 4.3.1.2.3.4. Pending Exceeding Processing Guidelines (EPG): 90 Determinations
 - 4.3.1.2.3.5. Renewal Timeliness: NON-LTSS
 - 4.3.1.2.3.6. Pending Exceeding Processing Guidelines (EPG): Renewals NON-LTSS
 - 4.3.1.2.3.7. Incorrect Eligibility Determination Rate
 - 4.3.1.2.3.8. Errors That Did Not Impact Eligibility Rate
- 4.3.1.3. Department Monitoring of MAP Dashboards
 - 4.3.1.3.1. The Department updates the MAP Dashboards monthly, which are accessible to Contractor through the MAP Dashboard Tableau site, MAP Tableau.
 - 4.3.1.3.2. If the Department determines that Contractor has not met specific performance targets, a Management Decision Letter (MDL) will be issued. The MDL will require Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP) that will be monitored by the Department to ensure Contractor's performance is improved.
 - 4.3.1.3.3. Contractor shall refer to HCPF OM 21-078 for guidance on MDLs, IAPs and CAPs, or whichever later Operational Memo supersedes HCPF OM 21-078.
- 4.3.1.4. Contractor Monitoring of MAP Dashboards
 - 4.3.1.4.1. Contractor shall monitor the monthly published MAP Dashboards to ensure targets are met. The Department will utilize the MAP Applications Dashboard to determine compliance with timeliness targets.
 - 4.3.1.4.2. The MAP Applications Dashboard data will be updated on the 3rd of each month and after the end of the First and Second Reporting Periods to determine Contractor's performance over the entire six-month Reporting Period.
 - 4.3.1.4.3. Contractor shall designate Contractor staff to be MAP Dashboard performance owners. Performance owners will have access to the MAP Dashboards and follow the Standard Operating Procedure (SOP) or HCPF Memo Series guidance. Contractor

shall use the MAP Dashboard to ensure performance targets are met and to take the necessary action(s) to mitigate ongoing errors when necessary.

- 4.3.1.4.4. Contractor shall review and investigate the root causes for not achieving the performance target(s) and, if issued an MDL, shall submit the requested IAP or CAP by the required due date listed on the MDL.
- 4.3.1.5. Determining Compliance with Performance Compliance Performance Incentives Standard
 - 4.3.1.5.1. Timeliness of Determinations
 - 4.3.1.5.1.1. Application Timeliness of Determinations, 45 Calendar Days
 - 4.3.1.5.1.1.1. Contractor shall complete at least 95% of Application Timeliness of Determinations 45 Calendar Days, as Timely Determinations.
 - 4.3.1.5.1.1.2. The Department will total all Timely Determinations Contractor completed within the First and Second Reporting Periods and divide that by the total number of Determinations Contractor completed during each Reporting Period to determine the timeliness percent for status reports one and two. The Department will round these calculated percentages to two decimal places.
 - 4.3.1.5.1.2. Application Timeliness of Determinations, 90 Calendar Days
 - 4.3.1.5.1.2.1. Contractor shall complete at least 95% of all Application Timeliness of Determinations 90 Calendar Days as Timely Determinations.
 - 4.3.1.5.1.2.2. The Department will total all Timely Determinations for Application Timeliness of Determinations 90 Calendar Days, Contractor completed within the First and Second Reporting Periods and divide that by the total number of Application Timeliness of Determinations, 90 Calendar Days completed during each Reporting Period to determine timeliness percent for status reports one and two. The Department will round these calculated percentages to two decimal places.
 - 4.3.1.5.2. Timeliness of Renewals
 - 4.3.1.5.2.1. Contractor shall complete at least 95% of Renewals Non-LTSS as Timely Renewals as defined in Section 1.1.38.
 - 4.3.1.5.2.2. The Department will total all Timely Non-LTSS Renewals Contractor completed within the First and Second Reporting Periods and divide that by the total number of Determinations Contractor completed during each Reporting Period to determine the timeliness percent for status report one and two. The Department will round these calculated percentages to two decimal places.
 - 4.3.1.5.2.3. The Department will utilize the MAP Renewals Dashboards to determine compliance with timeliness targets.
 - 4.3.1.5.2.4. The MAP Renewals Dashboards data will be pulled on the 3rd of each month and after the First and Second Reporting Periods to determine Contractor's performance over the entire six-month Reporting Period.
 - 4.3.1.5.3. Pending Exceeding Processing Guidelines (EPG) Determinations and Renewals
 - 4.3.1.5.3.1. Contractor's pending EPG Determinations and EPG Renewal average will be calculated by taking the total number of Pending EPG Determinations and EPG

Renewals for the First and Second Reporting Periods and dividing that total by the number of months in the Reporting Period. Renewal EPG targets will be applicable for the Second Reporting Period. Contractor must be at or below the targets specified below:

4.3.1.5.3.1.1.

Contractor Targets Pending EPG Table

County Size	App EPG 45 Target
Large	≤ 25
Medium	≤ 5
Small	≤ 3

County Size	App EPG 90 Target
Large	≤ 10
Medium	≤ 3
Small	≤ 1

County Size	Renewal EPG Non-LTSS Target
Large	≤ 130
Medium	≤ 20
Small	≤ 3

4.3.1.5.3.1.2.

To determine the Pending EPG Determinations and EPG Renewal average, the Department will total the Pending EPG Determinations and EPG Renewals for the First and Second Reporting Periods and divide by the number of months in the Reporting Period.

4.3.1.5.3.1.3.

The MAP Dashboard will be used to determine Contractor's amount of Pending EPG 45, EPG 90, and EPG Renewal Non-LTSS for the First Reporting Period. The MAP Dashboard will be used to determine Contractor's amount of Pending EPG 45, EPG 90, and EPG Renewal Non-LTSS for the Second Reporting Period.

4.3.1.5.3.1.4.

The Department will round the Pending EPG 45, EPG 90, and EPG Renewal Non-LTSS averages to the nearest whole number.

4.3.1.5.4. Small County and Sample Size Exceptions

4.3.1.5.4.1.

If Contractor processes a total of 100 or fewer 45-Day Determinations, Contractor shall be deemed to have met the timeliness percentage target so long as they had 10 or fewer Untimely Determinations during that Reporting Period.

4.3.1.5.4.2.

If Contractor processes a total of 10 or fewer 90 -Day Determinations, per Reporting Period, Contractor shall be deemed to have met the 90 -Day Determinations percentage target so long as they had four or fewer Untimely Determinations during that Reporting Period.

4.3.1.5.4.3. There are no Small County or Sample Size Exceptions for either Pending EPG 45, Pending EPG 90, and EPG Renewal Non-LTSS measures.

4.3.1.5.5. Accuracy Compliance and Targets

4.3.1.5.5.1. Accuracy targets are set based on the county size of Contractor. There are two tiers.

4.3.1.5.5.2. Tier 1 target percentage: Contractors with 20 or more cumulative quality assurance case reviews conducted over a 12-month period. This is the target reported on the MAP Accuracy Dashboard.

4.3.1.5.5.3. Tier 2 target percentage: Contractors with fewer than 20 cumulative quality assurance case reviews conducted over a 12-month period. This is not reported on the MAP Accuracy Dashboard and used for County Incentives purposes only.

4.3.1.5.5.4. Based on EQA sampling, large Contractors will exceed 20 cumulative quality assurance reviews over the 12-month period, resulting in no Tier 2 target for large counties.

4.3.1.5.5.5. The Inaccurate Eligibility Determination Rate target is used to determine how many individuals in the sample had an incorrect determination.

4.3.1.5.5.5.1. The Inaccurate Eligibility Determination Rate is calculated as the number of individuals who were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample percent, monthly (includes applications, redeterminations, and case changes).

4.3.1.5.5.5.2. Target Percentages for Incorrect Eligibility Determination Rate

County Size	Tier 1 Target %	Tier 2 Target %
Large	5.5%	N/A
Medium	6.6%	13.2%
Small	7.3%	14.6%

4.3.1.5.5.6. The Errors That Did Not Impact Eligibility target is used to determine how many individuals in the sample had a correct determination with errors that did not impact eligibility (procedural errors).

4.3.1.5.5.6.1. The Errors That Did Not Impact Eligibility is calculated as the number of individuals with error(s) that did not impact eligibility divided by number of individuals in the sample, monthly (includes applications, changes, redeterminations).

4.3.1.5.5.6.2. Target Percentages for the Errors That Did Not Impact Eligibility Rate

County Size	Tier 1 Target %	Tier 2 Target %
Large	17.9%	NA
Medium	20.9%	23.2%
Small	23.2%	27.2%

4.3.1.5.6. HCPF Eligibility Quality Assurance (EQA) Program and Medical Assistance Performance (MAP) Accuracy Dashboard.

- 4.3.1.5.6.1. Contractor shall comply with the HCPF Eligibility Quality Assurance Program, per 10 CCR 2505-5 1.020.10.2 and HCPF Operational Memo (OM) 21-057, or whichever later Operational Memo supersedes OM 21-057, which specifies Contractor's role in the state quality assurance (QA) case review process.
- 4.3.1.5.6.1.1.1. The EQA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by Contractor, and EQA case reviews occur monthly.
- 4.3.1.5.6.1.1.2. Contractor must respond to documentation requests and error findings within 10 Business Days of the request to ensure EQA case reviews are completed in a timely manner.
- 4.3.1.5.6.1.1.3. Contractor must respond to the Department's EQA case review error findings by using one of two options: 1) Agree/Concur or 2) Disagree/Rebut within 10 Business Days.
- 4.3.1.5.6.1.1.4. If additional or revised guidance relative to the HCPF EQA process is issued through the HCPF Memo Series, Contractor shall disregard the previous guidance and comply with the new guidance offered through the HCPF Memo Series.
- 4.3.1.5.6.1.1.5. The Department will utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings each month, send the results to the County Directors, and may be sent to the Board of County Commissioners, at the Department's discretion.
- 4.3.1.5.7. Determining Compliance with the Accuracy portion of the Performance Compliance Performance Incentives Standards
- 4.3.1.5.7.1. The MAP Accuracy Dashboard will be available monthly to Contractor to determine Contractor's performance over the State Fiscal Year (SFY). To determine compliance with the Accuracy Performance Incentive, the Department will utilize the most recent 12 consecutive months of cumulative MAP Accuracy Dashboard data, to determine whether Contractor met or exceeded the specified Accuracy target. The 12 consecutive months of MAP Accuracy data may extend outside of the timeframe of this amendment.
- 4.3.1.5.7.2. The Department will use Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to Contractor's Accuracy targets at the end of the SFY to determine if Contractor's actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has one decimal place and will not be rounded.
- 4.3.1.6. Review Sample Size Exemptions
- 4.3.1.6.1.1. If Contractor has a review sample size, as defined in Section 4.3.1.6.1.2., performed by HCPF EQA, Contractor may be eligible for the Review Sample Size Exemption.
- 4.3.1.6.1.2. Definition of Review Sample Size

- 4.3.1.6.1.2.1. Contractor with 20 or fewer quality assurance case reviews in the 12 consecutive months of MAP Accuracy data would qualify for a Review Sample Size Exemption. Contractor with a review sample size that does not meet one, or both, of the Accuracy Incentive targets as defined in Section 4.3.1.5.5. may be eligible for the Review Sample Size Exemption: (i) Inaccurate Eligibility Rate and/or, (ii) Errors That Did Not Impact Eligibility.
- 4.3.1.6.1.3. Determining Targets Percentage for Potential Review Sample Size Exemptions
 - 4.3.1.6.1.3.1. The Department will have two separate tiers with different target percentages for the Accuracy Targets:
 - 4.3.1.6.1.3.1.1. Tier 1 target percentage: Contractor with 20 or more quality assurance case reviews completed with the most recent 12 consecutive months of cumulative MAP Accuracy Dashboard.
 - 4.3.1.6.1.3.1.2. Tier 2 target percentage: Contractor with fewer than 20 quality assurance case reviews completed with the most recent 12 consecutive months of cumulative MAP Accuracy Dashboard.
 - 4.3.1.6.1.3.2. Review Sample Size Exemption Process
 - 4.3.1.6.1.3.2.1. The Department will follow Exhibit D, Review Sample Size Exemption Process Flow.
 - 4.3.1.6.1.3.3. Definition of Similar Error(s)
 - 4.3.1.6.1.3.3.1. The MAP Accuracy Dashboard identifies the accuracy rates for each Contractor; HCPF EQA provides Contractor with those errors caused by Contractor that impact accuracy rates. This allows Contractor to address the root cause of errors to prevent similar errors going forward. If errors are not addressed by Contractor and the same errors repeat in future months, the errors will be considered Similar Errors.
 - 4.3.1.6.1.3.3.2. If Contractor meets only one target with less than 20 reviews within the most recent 12 consecutive months of cumulative MAP Accuracy Dashboard, the Review Sample Size Exemption Process will be applied only to the one target not met by Contractor.
 - 4.3.1.6.1.3.3.3. Contractor that does not meet both targets with less than 20 reviews within the most recent 12 consecutive months of cumulative MAP Accuracy Dashboard, exemption will be applied to both targets.
 - 4.3.1.6.1.3.4. Notification of Review Sample Size Exemption
 - 4.3.1.6.1.3.4.1. If Contractor does not meet the Accuracy Incentive Targets per Sections 4.3.1.5.5.5.2. and 4.3.1.5.5.6.2., Contractor will be notified through the Status Report of the Second Reporting Period.
 - 4.3.1.6.1.3.4.2. Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per Section 4.3.1.6., Contractor will be notified through the Status Report of the Second Reporting Period.
 - 4.3.1.6.1.3.4.3. If Contractor qualifies for the Review Sample Size Exemption Process, the Department will review previously submitted documentation from

Contractor based on their MAP Accuracy Dashboard and may request additional documentation as specified in Section 4.3.1.6.1.3.2.

4.3.1.6.1.3.4.4.

Contractor shall submit any additional documentation requested for the exemption process, using the MAP exemption process, following Status Report Period 2. Review Sample Size Exemption Process and Accuracy Performance Incentive Payment.

4.3.1.6.1.3.4.5.

TARGET: four out of the following six targets are met for Reporting Period 1.

4.3.1.6.1.3.4.5.1.

≥ 95% timeliness average over the First Reporting Period for Application Timeliness of Determinations, 45 Days.

4.3.1.6.1.3.4.5.2.

≥ 95% timeliness average over the First Reporting Period for Application Timeliness of Determinations, 90 Days.

4.3.1.6.1.3.4.5.3.

≤ Pending EPG 45 determinations must average at or below the target level during Reporting Period 1, taking into account the size of the County.

4.3.1.6.1.3.4.5.4.

Applications 45 Days

County Size	App EPG 45 Target
Large	≤ 25
Medium	≤ 5
Small	≤ 3

4.3.1.6.1.3.4.5.5.

≤ Pending EPG 90 determinations must average at or below the target level during Reporting Period 1, taking into account the size of the County.

4.3.1.6.1.3.4.5.6.

Applications 90 days

County Size	App EPG 90 Target
Large	≤ 10
Medium	≤ 3
Small	≤ 1

4.3.1.6.1.3.4.5.7.

Renewals Non-LTSS

County Size	Renewal EPG Non-LTSS Target
Large	≤ 130
Medium	≤ 20
Small	≤ 3

4.3.1.6.1.3.4.6.

TARGET: six out of the following eight targets are met in the Second Reporting Period:

4.3.1.6.1.3.4.6.1.

≥ 95% timeliness average over the Second Reporting Period for Application Timeliness of Determinations, 45 Days.

4.3.1.6.1.3.4.6.2. $\geq 95\%$ timeliness average over the Second Reporting Period for Application Timeliness of Determinations, 90 Days.

4.3.1.6.1.3.4.6.3. $\geq 95\%$ timeliness average over the Second Reporting Period for Renewal Non-LTSS Timeliness.

4.3.1.6.1.3.4.6.4. \leq Pending EPG 45 determinations must average at or below the target level during Reporting Period 2, taking into account the size of the County.

4.3.1.6.1.3.4.6.5. Applications 45 Days

County Size	App EPG 45 Target
Large	≤ 25
Medium	≤ 5
Small	≤ 3

4.3.1.6.1.3.4.6.6. \leq Pending EPG 90 determinations must average at or below the target level during Reporting Period 2, taking into account the size of the County.

4.3.1.6.1.3.4.6.7. Applications 90 Days

County Size	App EPG 90 Target
Large	≤ 10
Medium	≤ 3
Small	≤ 1

4.3.1.6.1.3.4.6.8. \leq Pending EPG Renewal Non-LTSS must average at or below the target level during Reporting Period 2, taking into account the size of Contractor.

4.3.1.6.1.3.4.6.9. Renewals Non-LTSS

County Size	Renewal EPG Non-LTSS Target
Large	≤ 130
Medium	≤ 20
Small	≤ 3

4.3.1.6.1.3.4.6.10. Accuracy Target Percentages for Incorrect Eligibility Determination Rate

County Size	Tier 1 Target %	Tier 2 Target %
Large	5.5%	N/A
Medium	6.6%	13.2%
Small	7.3%	14.6%

4.3.1.6.1.3.4.6.11. Accuracy Target Percentages for the Errors That Did Not Impact Eligibility Rate

County Size	Tier 1 Target %	Tier 2 Target %
Large	5.5%	N/A
Medium	6.6%	13.2%
Small	7.3%	14.6%

4.3.1.6.1.3.4.6.12.

Exemptions for Unusual Circumstances

4.3.1.6.1.3.4.6.13.

Contractor may request an exemption for unusual circumstances for failure to meet the Timeliness of Determinations and Renewal targets and/or failure to meet Pending EPG Determinations and Renewal targets as described in Section 4.3.1.2.2.

4.3.1.6.1.3.4.6.14.

The exemption process for unusual circumstances is described in Section 6.1.3.

4.3.1.6.2.

To earn the full Performance Compliance Performance Incentive Standard Payment, Contractor must meet the targets outlined in both Status Report 1 and Status Report 2 for FY 25-26. Each Status Report achieved will contribute 50% toward the total earnings. If only one Status Report is met, partial earnings will be distributed accordingly. Additionally, the Performance Compliance Performance Incentive Standard Payment will constitute 50% of the total amount available for this Contract

4.3.2. **Customer Service Performance Incentive Standard**

4.3.2.1.

Contractor may earn one Customer Service Performance Incentive Payment at the end of the Second Reporting Period in which Contractor meets the target and submits the required deliverable(s) as outlined for each Contractor Customer Service Tier relating to improving customer service. These targets demonstrate that Contractor is actively implementing Rule 10 CCR 2505-5 1.020.3.4, which requires the County Director to have a documented policy/process outlining the administrative internal controls that ensure Contractor provides timely, respectful, and culturally appropriate customer service to Medical Assistance applicants and Members.

4.3.2.1.1.

Contractor Customer Service Tier

4.3.2.1.1.1.

The Department assigned Contractor to a Customer Service Tier during Fiscal Year 2024-25. The Customer Service Tier determines which customer service metrics, Targets, and deliverables Contractor must meet and/or submit to earn a Customer Service Performance Incentive Payment.

4.3.2.1.2.

Customer Service Tier Reclassification

4.3.2.1.2.1.

The Department may, in consultation with Contractor, amend its initial classification and reclassify Contractor to a different Customer Service Tier.

4.3.2.1.2.2.

Any reclassification approved by the Department, in consultation with Contractor, shall take effect the following Reporting Period.

4.3.2.1.2.3.

Contractor reclassifications from Tier 2 to Tier 1 are allowable.

4.3.2.1.3.

Customer Service Tier 1

4.3.2.1.3.1.

If Contractor is assigned to the Customer Service Tier 1 category, the Department will classify Contractor as Tier 1 to determine what Contractor's required targets and deliverables are.

- 4.3.2.1.3.2. If Contractor is classified as Tier 1, Contractor is understood to have an active Call Center operation, which can be as small as one Contractor staff or as large as 100 or more Contractor staff members answering calls, with a dedicated line which has the technology in place to provide data, at a minimum, on the number of calls received, the average wait time, and the number of abandoned calls.
- 4.3.2.1.3.3. If Contractor is classified as Tier 1, Contractor shall complete each of the following targets and deliverables to earn a Customer Service Performance Incentive Payment:
 - 4.3.2.1.3.3.1. Submit to the Department monthly Call Center reporting from Contractor's available data that complies with the Call Center data reporting requirements determined by the Department.
 - 4.3.2.1.3.3.1.1. Monthly reporting will be due on the 7th of each month and sent electronically to the County Relations webform: (<https://hcpfdev.secure.force.com/HCPFCountyRelations>).
 - 4.3.2.1.3.3.1.2. Data elements required to be submitted by Contractor shall be issued via HCPF Memo Series.
 - 4.3.2.1.3.3.1.2.1. DELIVERABLE: Monthly Call Center Report
 - 4.3.2.1.3.3.1.2.2. DUE: The 7th of each month after the month being reported
 - 4.3.2.1.3.3.2. Meet and/or exceed a service-level performance target for Contractor's Call Center Average Speed to Answer (ASA) by the Second Semi-Annual Due Date, June 7th of each SFY.
 - 4.3.2.1.3.3.3. The service-level performance targets for Contractor's Average Speed to Answer shall be jointly determined by the Department and Contractor at the beginning of each State Fiscal Year. This joint determination will take place during the first Technical Assistance Session, scheduled for the first quarter of each SFY, as mandated for that SFY. The ASA performance targets shall be calculated as an average over either the six-month period from January to June of each SFY or the 12-month period from July to June of each SFY. The finalized targets will be communicated through the HCPF Memo Series.
 - 4.3.2.1.3.3.4. Attend a minimum of two, half-hour Technical Assistance Sessions (for learning and support) with the Department's MCC Operations staff before June 12th of each SFY.
 - 4.3.2.1.3.3.4.1. At a minimum, one Technical Assistance Session will occur during each of the reporting periods.
 - 4.3.2.1.3.3.4.2. Contractor may request additional support, beyond the required sessions detailed in Section 4.3.2.1.3.3.4., from the MCC Operations staff to improve Contractor's ASA performance by submitting the County Relations webform.
 - 4.3.2.1.3.3.4.3. The Department may require additional technical assistance in addition to the two required Technical Assistance Sessions if Contractor's data indicates additional support is necessary to meet the ASA targets.
 - 4.3.2.1.3.3.4.3.1. DELIVERABLE: Two Technical Assistance Sessions

- 4.3.2.1.3.3.4.3.2. DUE: Before June 12th of each SFY.
- 4.3.2.1.3.4. Contractor assigned to Customer Service Tier 1 must comply with the provisions in Section 4.3.2.1.3.3.3. to earn a Customer Service Performance Incentive Payment.
- 4.3.2.1.4. Customer Service Tier 2
- 4.3.2.1.4.1. If Contractor is assigned to the Customer Service Tier 2 category, the Department will determine what Contractor's required metrics, targets, and deliverables are.
- 4.3.2.1.4.2. If Contractor is classified as Tier 2, Contractor is understood to be small enough in operations and workload where a Call Center is cost-prohibitive or not supportable under existing funding or staffing allocations.
- 4.3.2.1.4.3. If Contractor is classified as Tier 2, Contractor shall complete each of the following targets and deliverables to earn a Customer Service Performance Incentive Payment:
- 4.3.2.1.4.3.1. Implement the Customer Service Survey Outreach Plan submitted by June 30th of each SFY and submit a report by June 30th of each SFY updating the Department on the implementation of the Customer Service Survey Outreach Plan.
- 4.3.2.1.4.3.1.1. If Contractor classified as Tier 2 did not submit a Customer Service Survey Outreach Plan in SFY 2022-23, SFY 2023-24 or SFY 2024-25, Contractor is required to submit a Customer Service Survey Outreach Plan in SFY 2025-26 and to meet all other Tier 2 targets and deliverables to earn the Customer Service Incentive.
- 4.3.2.1.4.3.1.2. The Customer Service Survey will be managed by the Department. Contractor is not required to take any action regarding the administration or implementation of this survey. The Customer Service Survey will be distributed by the Department to all Members who have a name and email address submitted and who have opted in to receive communications from the Department. The survey distribution will occur on a quarterly basis each calendar year.
- 4.3.2.1.4.3.1.3. Contractor's baseline for Member satisfaction was established at the end of Fiscal Year 2023-24. This baseline will serve as the reference point for calculating the percentage increase or decrease in Member satisfaction for each survey question. Contractor is required to meet the performance targets issued through the HCPF Memo Series. These targets will outline the expected levels of Member satisfaction based on the established baseline.
- 4.3.2.1.4.3.1.4. The Customer Service Survey Outreach Plan will include Contractor's methodologies and strategies for increasing applicant and Member participation in the Department's Customer Service Survey in the following contract cycle. Requirements of the Customer Service Outreach Plan must include all elements listed on the corresponding HCPF Operational Memo.
- 4.3.2.1.4.3.1.4.1. DELIVERABLE: Customer Service Survey Outreach Plan

- 4.3.2.1.4.3.1.4.2. DUE: By June 30th of each SFY
- 4.3.2.1.4.3.1.4.3. DELIVERABLE: Customer Service Survey Outreach Report
- 4.3.2.1.4.3.1.4.4. DUE: By June 30th of each SFY
- 4.3.2.1.4.3.2. Customer Service Performance Incentive Standard Exemptions for Unusual Circumstances
 - 4.3.2.1.4.3.2.1. Contractor may request an exemption for unusual circumstances for failure to meet the service-level performance targets as detailed in Section 4.3.2.1.3.3.3., if Contractor was classified by the Department as Customer Service Tier 1.
 - 4.3.2.1.4.3.2.1.1. No exemptions for unusual circumstances are allowed for deliverables for each Tier for Contractors classified as Customer Service Tier 1 or Tier 2. Deliverables include any required plans, reports, data, and technical assistance.
 - 4.3.2.1.4.3.2.1.2. The exemption process for unusual circumstances is described in Section 6, Exemptions. Only Contractor exemption requests that follow the process and meet the requirements as outlined in Section 6 will be considered by the Department.
- 4.3.2.2. Performance Target:
 - 4.3.2.2.1. Tier 1: Contractor's predetermined, individualized Average Speed to Answer (ASA) target is set forth in the HCPF Memo Series, which Contractor shall maintain an average (ASA) at or below for the Reporting Period. Additionally, each Contractor's individualized ASA target shall not exceed 15 minutes.
 - 4.3.2.2.1.1. The Department may utilize, at its discretion, Contractor's data from the Reporting Period that best supports Contractor's performance.
 - 4.3.2.2.1.2. Contractor is required to complete all necessary participation in Technical Assistance Sessions with the MCC as scheduled. Contractor must submit Call Center reporting data in accordance with the specifications outlined in Section 4.3.2.1.3.3.1.1. of this Contract. Additionally, the Customer Services Incentive Payment will constitute 30% of the total amount available for this Contract.
 - 4.3.2.2.2. Tier 2: Contractor shall submit a report detailing the implementation of each Customer Service Plan. The report template will be provided by the Department. Additionally, Contractor will be required to submit a report that will include data on the process and/or procedures used by Contractor to address Member calls.
 - 4.3.2.2.2.1. Expectations for completing this report will be provided in the HCPF Memo Series.
 - 4.3.2.2.2.1.1. DELIVERABLE: Customer Service Plan Report
 - 4.3.2.2.2.1.2. DUE: June 30th of each SFY
 - 4.3.2.2.2.2. Contractor is expected to achieve one of the following targets over the SFY:
 - 4.3.2.2.2.2.1. Submit a Customer Service Tier 2 Inbound/Outbound Call Survey by June 5th of each SFY and maintain an average of 90% or higher in both percentage of Members who felt like they were treated with respect, and percentage of

Members who felt they received services in a timely manner as well as an average overall satisfaction score of 3.50 or higher.

4.3.2.2.2.2.1.1. DELIVERABLE: Customer Service Tier 2 Inbound/Outbound Call Survey

4.3.2.2.2.2.1.2. DUE: By June 5th of each SFY

4.3.2.2.2.3. If Contractor does not meet the requirements set above, Contractor can increase their percentage of Members who felt like they were treated with respect, and/or, increase their percentage of Members who felt they received services in a timely manner, and/or increase the overall satisfaction score for the site by 3% compared to their baseline by May 31st of each SFY. If Contractor does not meet the requirements set above, the Department will determine if Contractor meets an exception based on county/caseload size fluctuations as a result of the Public Health Emergency unwind.

4.3.2.2.2.4. If Contractor did not submit a Customer Service Outreach Plan or Customer Service Improvement Plan (CSIP) in Fiscal Year 2022-23 or FY 2023-24, Contractor is required to submit such a plan in Fiscal Year 2025-26 to qualify for the Customer Service Incentive. This requirement is in addition to meeting all other Tier 2 targets and deliverables. Additionally, the Customer Services Incentive Payment will constitute 30% of the total amount available for this Contract.

4.3.2.2.2.4.1. DELIVERABLE: Customer Service Outreach Plan or Customer Service Improvement Plan (If required as described in Section 4.3.2.2.2.4.)

4.3.2.2.2.4.2. DUE: June 30th of each SFY

4.3.3. **County Collaboration Incentive Standard**

4.3.3.1. Contractor has the ability to earn County Collaboration Incentive Standard Payments to reimburse a portion of cost sharing as described in Section 2, County Determinations, by meeting targets, and/or deliverables as outlined in the County Collaboration Incentive Standard.

4.3.3.2. County Collaboration Incentive

4.3.3.2.1. Contractor shall be eligible to earn the County Collaboration Incentive Standard Payment upon the successful submission of the two County Collaboration Incentive Standard Deliverables involving Nursing Facilities (NFs) and Case Management Agency(ies) during Reporting Period 2. To qualify for the full County Collaboration Incentive Standard Payment, Contractor must meet all deliverable requirements as outlined below.

4.3.3.2.2. To earn the County Collaboration Incentive Payment in Reporting Period 2, Contractor must:

4.3.3.2.2.1. Establish collaboration with Nursing Facilities (NFs) and Case Management Agency(ies) based on the requirements outlined in Rule 1.020.11 County Department Collaboration with External Entities to Facilitate Eligibility and Enrollment.

- 4.3.3.2.2.2. Submit the following two deliverables no later than April 30, 2026. Contractor will submit these deliverables using the following link: [County Collaboration Incentive Deliverable](#)
- 4.3.3.2.2.2.1. Nursing Facilities Deliverable: A minimum of two or more meetings shall be held with one or more relevant agencies. These meetings shall include, at a minimum, discussion and documentation of the following information:
- 4.3.3.2.2.2.1.1. A meeting agenda outlining the topics discussed.
- 4.3.3.2.2.2.1.2. A list of attendees, including the name of each individual and the agency or county they represent, must be provided.
- 4.3.3.2.2.2.1.3. One county may submit this deliverable on behalf of other counties that attended the meeting. However, all represented counties must be clearly identified in the list of attendees.
- 4.3.3.2.2.2.1.4. If Contractor does not have any Nursing Facilities (NFs) within the boundaries of their county, Contractor is exempt from implementing this deliverable related to Nursing Facilities.
- 4.3.3.2.2.2.1.4.1. DELIVERABLE: Two or More Nursing Facilities Meetings with One or More Relevant Agencies
- 4.3.3.2.2.2.1.4.2. DUE: No later than April 30, 2026
- 4.3.3.2.2.2.2. Case Management Agencies Deliverable: A minimum of two or more meetings shall be held with one or more relevant agencies. These meetings shall include, at a minimum, discussion and documentation of the following information:
- 4.3.3.2.2.2.2.1. A meeting agenda outlining the topics discussed
- 4.3.3.2.2.2.2.2. A list of attendees, including the name of each individual and the agency or county they represent, must be provided.
- 4.3.3.2.2.2.2.3. One county may submit this deliverable on behalf of other counties that attended the meeting. However, all represented counties must be clearly identified in the list of attendees.
- 4.3.3.2.2.2.2.4. Contractors acting as Case Management Agencies must submit an internal control procedure to substitute for this deliverable requirement.
- 4.3.3.2.2.2.2.4.1. DELIVERABLE: Two or More Case Management Agency Meetings with One or More Relevant Agencies
- 4.3.3.2.2.2.2.4.2. DUE: No later than April 30, 2026
- 4.3.3.2.2.3. To receive the full County Collaboration Incentive Standard Payment, Contractor must successfully submit both County Incentive deliverables as outlined in Sections 4.3.3.2.2.2.1. and 4.3.3.2.2.2.2. above. The completion of both deliverables will contribute 100% toward the total County Collaboration Incentive Standard Payment. If only one deliverable is submitted, it will contribute 50% toward the total payment. The County Collaboration Incentive Standard Payment will represent 20% of the total funds available under this Contract.

5. SEMI-ANNUAL REPORTING

- 5.1. Contractor shall submit documentation to the Department to verify Contractor's compliance with each Medicaid County Performance Standards Program and will submit such documentation on a semi-annual basis as required. Contractor must submit documentation to the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCountryRelations>) or email HCPF_CountyRelations@state.co.us, unless otherwise specified through the HCPF Memo Series.
- 5.2. For the Second Reporting Period, Contractor shall submit the following documentation:
 - 5.2.1. Any Accuracy Sample Size Exemption Process documentation for the SFY if Contractor failed to meet specified target(s). Contractor shall only submit documentation upon the Department's request after the release of the Report Period 2 Status Report.
 - 5.2.2. Any Customer Service Improvement Plan, Customer Service Outreach Plan, reports or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series. A due date for any plans not submitted in FY 2025-26 will be provided in HCPF Memo Series.

6. EXEMPTIONS

- 6.1. Contractor may request an exemption for unusual circumstances pertaining to specific measures within this Contract by following the procedure outlined in this section.
 - 6.1.1. Following the Department's review of Contractor's request, a partial payment of the applicable County Incentive may be made at the Department's sole discretion. Such partial payment shall not be subject to exemption requests or disputes. The Department's decision on partial payment is final in addition to any County Incentive Payments made based on the Department's determination.
 - 6.1.2. Definition of Unusual Circumstances
 - 6.1.2.1. Unusual circumstances are defined as uncommon, rare or sudden events such as ransomware or other types of cybersecurity attacks, natural disasters, etc. The circumstance must have been out of Contractor's direct control, and directly result in the failure to act in accordance with or meet the requirements of the specific Medicaid County Performance Standards Program.
 - 6.1.2.1.1. Unusual circumstances for which Contractor can request exemption include circumstances that cause a large, sustained increase in workload.
 - 6.1.2.1.2. Unusual circumstances shall not include situations where Contractor had direct knowledge of, or control over, the circumstances, including instances where Contractor's clear and demonstrated failure to act in accordance with, or meet, the requirements of the specific Medicaid County Performance Standards Program is evident.
 - 6.1.2.1.3. The Department's determination of whether Contractor's request for exemption meets the definition of unusual circumstances is final.
 - 6.1.3. Process for Unusual Circumstances Exemption Requests
 - 6.1.3.1. The process for Contractor to submit an exemption request shall be communicated through the HCPF Memo Series for each applicable Medicaid County Performance Standards Program.

- 6.1.3.2. Unusual circumstances exemption requests must include thorough supporting documentation from Contractor clearly outlining what unusual circumstance occurred and what occurred as a result of the unusual circumstance. Contractor shall be responsible for timely submission of any additional documentation requested by the Department for the exemption process determination.
- 6.1.3.3. General inquiries regarding unusual circumstances exemption requests should be directed to HCPF_MAPdashboards@state.co.us. To formally submit an exemption request, please follow the MAP Exemption Request Process available here: [Request Exemption](#)
- 6.1.4. Department Review and Approval of Exemption Requests
 - 6.1.4.1. Based on Contractor's unusual circumstances exemption request and supporting documentation, the Department will provide Contractor with an approval or denial of the request on the Final Status Report.
 - 6.1.4.2. If the Department approves Contractor's unusual circumstances exemption request, Contractor shall receive a partial payment. Such partial payment shall correspond to the applicable Medicaid County Performance Standards Program for which the exemption request was approved by the Department.
 - 6.1.4.3. The Department has the sole authority to determine the amount of partial payment, which is not subject to dispute by Contractor.
 - 6.1.4.4. If partial payment is made based on Contractor's unusual circumstances exemption request, the Department will provide the actual amount of the partial payment on the Final Status Report.
 - 6.1.4.5. If the Department denies Contractor's unusual circumstances exemption request, the applicable County Incentive Payments issued shall be deemed final and shall not be subject to further dispute or appeal.
 - 6.1.4.6. The Department has the sole discretion to approve or reject any request for unusual circumstances exceptions and may limit the total number of approved exemptions for all Medicaid County Performance Standards Program.
- 6.1.5. Non-Allowable Exemption Reasons
 - 6.1.5.1. The Department will deny unusual circumstances exemption requests that are one or more of the following:
 - 6.1.5.1.1. Determined to be the fault of Contractor.
 - 6.1.5.1.2. Unusual circumstances that did not exist.
 - 6.1.5.1.3. Any exemption requests based on the following but not limited to the following:
 - 6.1.5.1.3.1. Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
 - 6.1.5.1.3.2. Contractor failed to meet the contractually specified requirements related to the performance targets of an applicable Medicaid County Performance Standards Program for which an exemption request may be submitted.
 - 6.1.5.1.3.3. Contractor's failure to review and utilize County Administration regulations at 10 CCR 2505-5 1.020 and Medicaid County Performance Standards Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in Contractor failing to meet

performance targets and deliverables relating to any Medicaid County Performance Standards Program.

- 6.1.5.1.3.4. The Department's final determination regarding Contractor's exemption request(s) related to the Accuracy Performance Measures under the Performance Compliance Performance Incentive Standard shall be final.
- 6.1.5.1.3.5. Contractor's failure to use the MAP Dashboards for the purposes of fulfilling the purpose of meeting the performance measures outlined in this contract.
- 6.1.5.1.3.6. Contractor's failure to use EQA case review results for the purposes the purpose of meeting the performance measures outlined in this contract. The reasons for denial of an exemption as stated in Section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in Section 6.
- 6.1.5.1.4. Prior to denying an exemption for reasons beyond those stated in Section 6, the Department may, at its discretion, request further documentation from Contractor to determine whether the request for exemption meets the exemption standards as stated in Section 6, Exemptions.
- 6.1.5.2. Medicaid County Performance Standards Program – Eligibility for Unusual Circumstances Exemption Requests
 - 6.1.5.2.1. Unusual circumstances exemption requests may be considered for any Medicaid County Performance Standards Program listed below, subject to the terms and conditions of this Contract and the applicable guidance issued by the Department.
 - 6.1.5.2.1.1. Performance Compliance Performance Incentive Standard
 - 6.1.5.2.1.2. Customer Service Performance Incentive Standard
 - 6.1.5.2.1.3. County Collaboration Incentive Standard

7. NOTIFICATIONS

- 7.1. Following each Reporting Period, Contractor shall receive a Status Report from the Department identifying the applicable County Incentives met, based on the targets or deliverables for that County Incentive.
 - 7.1.1. Contractor's Reporting Period Status Report shall identify the applicable Medicaid County Performance Standards Programs that were met and those that were not met during the relevant Reporting Period. Funding amounts associated with these programs shall not be disclosed until the conclusion of the SFY.
 - 7.1.2. If Contractor has multiple Reporting Periods within the SFY to meet any County Incentive, each Reporting Period Status Report shall be evaluated independently. The Final Status Report shall summarize the estimated final payment and eligible earnings based on Contractor's performance in meeting the applicable targets or deliverables for each Reporting Period.
 - 7.1.3. Upon conclusion of the SFY, the Department will issue a Final Status Report to Contractor, specifying the County Incentives that were met and not met, and detailing the eligible earnings associated with each incentive earned by Contractor.
 - 7.1.4. The Final Status Report shall be considered final and not subject to dispute. If Contractor disagreed with the Department's determination of compliance with this Contract for any

applicable incentive, such dispute must have been raised in response to the applicable Reporting Period Status Report.

- 7.1.5. Each Reporting Period Status Report, as well as the Final Status Report, shall be submitted by the Department to the County Human/Social Services Director and shall serve as the official notification of Contractor's compliance with the targets and deliverables outlined in this Contract for each applicable incentive.
- 7.1.6. Status Reports for each Reporting Period will be sent within 10 Calendar Days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to Contractor will be considered the Status Report Date.
- 7.1.7. If the Department experiences unusual circumstances resulting in a delay with sending Contractor's Reporting Period or Final Status Reports, the Department will inform Contractor of the delay and an anticipated date of resolution during the 10 Calendar Days after the Semi-Annual Reporting due date for each Reporting Period and provide an updated timeline for sending Contractor's Reporting Period or Final Status Reports.
- 7.1.8. The Final Status Report will be sent upon the Department's determination of final County Incentive Payment amounts.
- 7.1.9. Contractor will have the opportunity to dispute the Status Report results as defined in Section 8.1.

8. DISPUTE RESOLUTION

8.1. Opportunity and Timeframe for Dispute Resolution

- 8.1.1. In the event Contractor disagrees with the findings of the official notification as found in Section 7, Notifications, Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.

- 8.1.1.1. The Final Status Report cannot be disputed per Section 7.1.4.

- 8.1.1.2. Contractor shall have a period of five Calendar Days, commencing the day following the issuance date of each Reporting Period Status Report, to review the report and raise any disputes regarding the results.

- 8.1.1.3. If Contractor fails to dispute the Reporting Period Status Report within five Calendar Days commencing the day following the issuance date of each Report Period Status Report, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per Section 10, Compensation, based on the results of the non-disputed Status Report.

8.1.2. Allowable Disputes

- 8.1.2.1. Contractor will be allowed to dispute the results of the Status Report based on the following reasons:

- 8.1.2.1.1. If the Department states supporting documentation was omitted in its entirety or if the Department states the documentation was submitted outside of the time frames outlined in the Contract and Contractor refutes the claim, Contractor must submit proof of submission. Contractor must show the documentation was in fact submitted in a timely manner and in accordance with the contractually required due date.

- 8.1.2.1.2. Contractor requests a re-review of Contractor's submitted documentation that was used to determine compliance with any Medicaid County Performance Standards Program.
- 8.1.2.1.3. Contractor has available data, such as systems reports or other tracking methodologies, that conflict with the Department's available data that will be utilized to determine compliance with a Medicaid County Performance Standards Program.
- 8.1.2.1.4. Contractor will be responsible for providing all necessary and relevant data to the Department for the purposes of determining if Contractor's data in fact conflicts with the Department's data.
- 8.1.2.1.5. The Department will make the final determination when a conflict of data occurs and will make the specific Medicaid County Performance Standards Program Payments based on its final determination.
- 8.1.2.1.6. Any and all supporting documentation allowed under this sub-section must be submitted to the Department within three Calendar Days of said documentation being determined relevant by the Department. If the documentation is not received by the Department by the timeframe outlined, it will no longer be considered in the Dispute Resolution process.
- 8.1.2.1.7. The Department reserves the right to add additional allowable dispute reasons on a case-by-case basis based on new and relevant information made available to the Department from Contractor. The Department's determination of additional allowable dispute reasons is final and not subject to the Dispute Resolution process as outlined in Section 8.
- 8.1.3. Non-Allowable Disputes
 - 8.1.3.1. Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:
 - 8.1.3.1.1. Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
 - 8.1.3.1.2. Contractor failed to meet contractually specified requirements relating to performance targets of any Medicaid County Performance Standards Program.
 - 8.1.3.1.3. Contractor's failure to review and utilize Medicaid County Performance Standards Program documentation, including policy, informational, and operational guidance issued through the Memo Series, that resulted in Contractor failing to meet performance targets and deliverables relating to any Medicaid County Performance Standards Program.
 - 8.1.3.2. The Department's final determination of Contractor's exemption request(s) for the Accuracy Targets within the Performance Compliance Performance Incentive Program.
 - 8.1.3.2.1. The Department reserves the right to deny a Contractor's dispute based on any reason not included under Section 8.1.3.1. The Department's determination is final and is not subject to dispute or appeal.

9. DELIVERABLES

- 9.1. Contractor shall provide the stated deliverables in accordance with the dates stated in the table below.

DELIVERABLES	DATE DUE TO THE DEPARTMENT
Monthly Call Center Report	5 th of each month after the month being reported
Two Technical Assistance Session	Before June 12 th of each SFY
Customer Service Survey Outreach Plan	By June 30 th of each SFY
Customer Service Survey Outreach Report	By June 30 th of each SFY
Customer Service Plan Report	By June 5 th of each SFY
Customer Service Tier 2 Inbound/Outbound Call Survey	By June 5 th of each SFY
Customer Service Outreach Plan or Customer Service Improvement Plan (If required as described in Section 4.3.2.2.2.4.)	By June 30 th of each SFY
Two or More Nursing Facilities Meetings	By April 30, 2026
Two or More Case Management Agency Meetings	By April 30, 2026

10. COMPENSATION

10.1. County Incentive Payment

10.1.1. The Department will pay Contractor, after the end of the SFY in which the work was performed, County Incentive Payments for each Medicaid County Performance Standards Program met during the applicable Reporting Period as follows:

10.1.1.1. The Department will pay Contractor a Performance Compliance Performance Incentive Standard Payment at the conclusion of the Second Reporting Period if Contractor meets the requirements for that Performance Compliance Performance Incentive Standard during the First and Second Reporting Period as defined in Section 4.3.1.2.1.

10.1.1.2. The Department will pay Contractor a Customer Service Performance Incentive Payment as shown at the conclusion of the Second Reporting Period if Contractor meets the requirements for this Contract defined in Section 4.3.2.2.

10.1.1.3. The Department will pay Contractor a County Collaboration Incentive Payment at the conclusion of the Second Reporting Period if Contractor meets the requirements for this Contract during the First and Second Reporting Periods as defined in Section 4.3.1.2.1.

10.2. Remaining Funds Incentive Pool Payment

10.2.1. The Department will create a Remaining Funds Incentive Pool each SFY.

10.2.2. The Remaining Funds Incentive Pool shall include the following:

10.2.2.1. The total amount of all base County Incentive Payments allocated to any Contractor that opted out of participation in the Medicaid County Performance Standards Program for that SFY.

10.2.2.2. Each of the County Incentive Payments that were not earned by Contractor during a Reporting Period in that SFY.

10.2.3. Contractor shall be eligible for Remaining Funds Incentive Pool payments.

10.2.4. If the Remaining Funds Incentive Pool is zero dollars (\$0.00) for any SFY, Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.

10.2.5. The Remaining Funds Incentive Pool will be paid as follows:

- 10.2.5.1. Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.
- 10.2.5.2. Based on the proportion of total Incentive funds that Contractor is eligible to be paid in each SFY, Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.
- 10.2.5.3. Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.

10.3. Payment Procedures

- 10.3.1. Contractor shall receive County Incentive Payments at the end of the Second Reporting Period within 90 Calendar Days following the end of the SFY in which the Medicaid County Performance Standards Program were met. This allocation will reflect the maximum Contractor can earn for this Contract per Reporting Period.
- 10.3.2. If a contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize Contractor's earned County Incentive Payments during the closeout process.
- 10.3.3. Actual County Incentive Payment maximums are dependent on Contractor's share of Medicaid county administration expenditure. In no event shall Contractor be paid more than Contractor's county share of Medicaid county administration expenditure in any Reporting Period or SFY.
- 10.3.4. The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.
- 10.3.5. Contractor shall be paid the County Incentive Payments through the County Financial Management System (CFMS).
- 10.3.6. The Incentive Payment earned is unrestricted, and Contractor may utilize the fund per Contractor's discretion.

EXHIBIT B, RATES

1. State Fiscal Year 2025-2026 Incentives Payment Table

County Incentive Payment Measures	Percentage of the Incentive Contract
Performance Compliance Performance Incentive Payment	50%
Customer Service Performance Incentive Payment	30%
County Collaboration Incentive Payment	20%

EXHIBIT C, TERMINOLOGY

1. TERMINOLOGY

- 1.1. In addition to the terms defined in §3 and Exhibit A, Statement of Work, of this Contract, the following list of terms shall be construed and interpreted as follows:
 - 1.1.1. Business Interruption – Any event that disrupts Contractor’s ability to complete the Work for a period of time, and may include, but is not limited to a Disaster, power outage, strike, loss of necessary personnel or computer virus.
 - 1.1.2. Child Health Plan Plus (CHP+) – Colorado’s public low-cost health insurance for certain children and pregnant women. It is for people who earn too much to qualify for Health First Colorado (Colorado's Medicaid Program), but not enough to pay for private health insurance.
 - 1.1.3. Closeout Period – The period beginning on the earlier of 90 days prior to the end of the last Extension Term or notice by the Department of its decision to not exercise its option for an Extension Term, and ending on the day that the Department has accepted the final deliverable for the Closeout Period, as determined in the Department-approved and updated Closeout Plan, and has determined that the closeout is complete.
 - 1.1.4. Colorado Revised Statutes (C.R.S.) – The legal code of Colorado; the legal codified general and permanent statutes of the Colorado General Assembly.
 - 1.1.5. Consumer Price Index- Urban (CPI-U) – The Consumer Price Index for All Urban Consumers published by the US Department of Labor, Bureau of Labor Statistics.
 - 1.1.6. Data – State Confidential Information and other State information resources transferred to Contractor for the purpose of completing a task or project assigned in the Statement of Work.
 - 1.1.7. Deliverable – Any tangible or intangible object produced by Contractor as a result of the work that is intended to be delivered to the Department, regardless of whether the object is specifically described or called out as a “Deliverable” or not.
 - 1.1.8. Disaster – An event that makes it impossible for Contractor to perform the Work out of its regular facility or facilities, and may include, but is not limited to, natural disasters, fire or terrorist attacks.
 - 1.1.9. Fraud – An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to that person or some other person and includes any act that constitutes fraud under any federal or state law.
 - 1.1.10. Health First Colorado – Colorado’s Medicaid Program. The Member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) and Non-MAGI Methodology.
 - 1.1.11. Health Insurance Portability and Accountability Act (HIPAA) – The Health Insurance Portability and Accountability Act of 1996, as amended.
 - 1.1.12. Key Personnel – The position or positions that are specifically designated as such in this Contract.
 - 1.1.13. Member – Any individual enrolled in the Colorado Medicaid program, Colorado’s CHP+ program or the Colorado Indigent Care Program, as determined by the Department. Sometimes referred to as a “client”.

- 1.1.14. Operational Start Date – When the Department authorizes Contractor to begin fulfilling its obligations under the Contract.
- 1.1.15. Other Personnel – Individuals and Subcontractors, in addition to Key Personnel, assigned to positions to complete tasks associated with the Work.
- 1.1.16. Provider – Any health care professional or entity that has been accepted as a provider in the Colorado Medicaid program, Colorado's CHP+ program or the Colorado Indigent Care Program, as determined by the Department.
- 1.1.17. Start-Up Period – The period starting on the Effective Date and ending on the Operational Start Date.

2. ACRONYMS AND ABBREVIATIONS

- 2.1. The following list is provided to assist the reader in understanding certain acronyms and abbreviations used in this Contract:

- 2.1.1. ASA – Average Speed to Answer
- 2.1.2. CAP – Corrective Action Plan
- 2.1.3. CBMS – Colorado Benefits Management System
- 2.1.4. CDE – Colorado Department of Education
- 2.1.5. CDHS – Colorado Department of Human Services
- 2.1.6. CFMS – County Financial Management System
- 2.1.7. CFR – Code of Federal Regulations
- 2.1.8. CHATS – Colorado Child Care Automated Tracking System
- 2.1.9. CHP+ –Child Health Plan Plus
- 2.1.10. CICP – Colorado Indigent Care Program
- 2.1.11. CMS – Centers for Medicare & Medicaid Services
- 2.1.12. CORA –Colorado Open Records Act, C.R.S. §24–72–200.1, et. seq.
- 2.1.13. C.R.S. – Colorado Revised Statutes
- 2.1.14. DOLA – Department of Local Affairs
- 2.1.15. EBT – Electronic Benefits Transfer
- 2.1.16. FSR – Financial Status Report
- 2.1.17. HIPAA – Health Insurance Portability and Accountability Act of 1996, as amended.
- 2.1.18. MFCU – the Colorado Medicaid Fraud Control Unit in the Colorado Department of Law
- 2.1.19. MOE – Maintenance of Effort
- 2.1.20. OEC – Office of Early Childhood
- 2.1.21. OSA - Office of the State Auditor
- 2.1.22. PEAK – Program Eligibility and Application Kit
- 2.1.23. PHI – Protected Health Information
- 2.1.24. PII – Personally Identifiable Information

- 2.1.25. SFY – State Fiscal Year
- 2.1.26. SNAP – Supplemental Nutrition Assistance Program
- 2.1.27. TANF – Temporary Assistance for Needy Families
- 2.1.28. U.S.C. – United States Code
- 2.1.29. VARA – Visual Rights Act of 1990

EXHIBIT D, REVIEW SAMPLE SIZE EXEMPTION PROCERSS FLOW

1. STEP 1: THE DEPARTMENT PULLS EQA DATA

- 1.1. **Decision A:** Did the County complete a minimum of 20 reviews in the fiscal year?
 - 1.1.1. If Yes → Proceed to Decision B.
 - 1.1.2. If No (Fewer than 20 reviews completed), proceed to Decision C.
- 1.2. **Decision B:** Did the County meet both Accuracy Targets?
 - 1.2.1. If Yes (both targets met), a payment is issued.
 - 1.2.2. If No (one or both targets not met), payment is only issued for the met target(s).
- 1.3. **Decision C:** Did the County meet both Accuracy Targets with <20 reviews?
 - 1.3.1. If Yes (both targets met), a payment is issued.
 - 1.3.2. If only one target was met:
 - 1.3.2.1. Apply Exemption Review only to the unmet target.
 - 1.3.2.2. Proceed to Step 2: Exemption Review Process.
 - 1.3.2.3. After exemption review:
 - 1.3.2.3.1. If target is met after exemption → Payment issued.
 - 1.3.2.3.2. If not → Payment denied for that target.
 - 1.3.3. If Neither target met:
 - 1.3.3.1. Apply Exemption Review to both targets.
 - 1.3.3.2. Proceed to Step 2: Exemption Review Process.
 - 1.3.3.3. After exemption review:
 - 1.3.3.3.1. If both targets are met after exemption → Payment issued.
 - 1.3.3.3.2. If only one target is met → Payment issued only for that target.
 - 1.3.3.3.3. If neither target is met → Payment not issued.

2. STEP 2: EXEMPTION REVIEW PROCESS

- 2.1. Applied only when:
 - 2.1.1. County has unmet targets on the MAP Accuracy Dashboard.
 - 2.1.2. Less than 20 reviews were completed.
- 2.2. Review Steps:
 - 2.2.1. Cause Analysis:
 - 2.2.1.1. Use the MAP Dashboard to analyze errors.
 - 2.2.1.2. Determine root causes using short- or long-run performance reports.
 - 2.2.2. Review Submission:
 - 2.2.2.1. The Department reviews submitted justification.

2.2.3. Request for More Info:

2.2.3.1. If needed, the Department may request additional documentation.

2.2.4. Exemption Approval:

2.2.4.1. If errors are justifiable, exemption is granted.

2.2.4.2. If not, the exemption is denied.

2.3. Final Rule: Payment issued only if the target(s) is met after exemption(s). If not, payment is denied.

3. ADDITIONAL NOTES

3.1. Errors: MAP Accuracy Dashboard

3.1.1. The dashboard identifies each county's errors.

3.1.2. The Department discusses with counties to prevent similar errors from recurring.

3.1.3. If errors are not addressed and repeated in future months, they will be counted as similar errors.

3.2. Review Size Rules

3.2.1. Three or fewer errors with no similar errors at the end of the fiscal year, automatic exemption.

3.2.2. More than three errors with no similar errors, exemption may be applied.

3.3. Recalculating Actual Accuracy Performance Based on Exemption

3.3.1. Example:

3.3.1.1. A county's target is 23.2% as reflected on the MAP Dashboard.

3.3.1.2. Reviews Conducted: 12

3.3.1.3. MAP Dashboard Total Reviews: 5

3.3.1.4. Inaccurate Eligibility Determination: 41.7% ($5 \div 12 = 41.7\%$)

3.3.1.5. Exemption Process – The Department creates two tier target percentages based on the EQA data findings and applies the exemption process on the total county reviews for qualified counties at the end of the fiscal year.

3.3.1.5.1. Similar Errors: 2 ($2 \div 12 = 17\%$, not exempted)

3.3.1.5.2. Not Similar Errors: 3 ($3 \div 12 = 25\%$, exempted)

3.3.1.6. Revised Exemption-Adjusted Inaccuracy Eligibility Determination Rate: 16.7% ($5 \text{ Reviews} - 3 \text{ Not Similar Errors (exemptions applied)} = 2, 2 \div 12 = 16.7\%$)

3.3.1.7. The Department may recalculate this percentage or request additional documentation at their discretion.

Exhibit D: Review Sample Size Exemption Process Flow

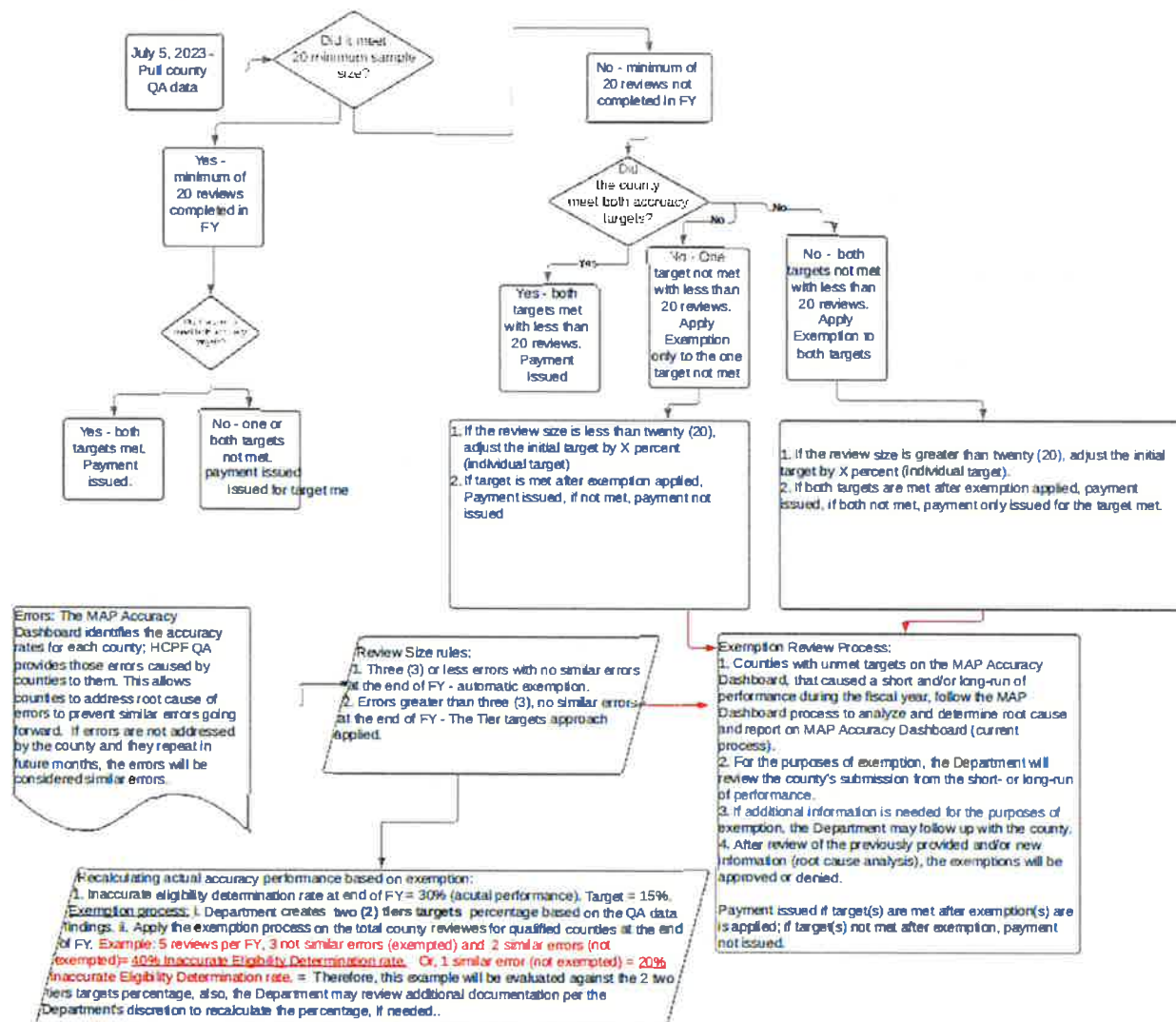


EXHIBIT E, SMALL, MEDIUM, AND LARGE COUNTY LIST

The table below categorizes counties as small, medium, or large for purposes of qualification of exemptions for timeliness and/or backlog incentives.

Small Counties	Medium Counties	Large Counties
Archuleta County	Alamosa County	Adams County
Baca County	Broomfield County	Arapahoe County
Bent County	Chaffee County	Boulder County
Cheyenne County	Conejos County	City & County of Denver
Clear Creek County	Delta County	El Paso County
Costilla County	Douglas County	Jefferson County
Crowley County	Eagle County	Larimer County
Custer County	Elbert County	Mesa County
Dolores County	Fremont County	Pueblo County
Gilpin County	Garfield County	Weld County
Grand County	Gunnison County	
Hinsdale County	Huerfano County	
Jackson County	La Plata County	
Kiowa County	Las Animas County	
Kit Carson County	Logan County	
Lake County	Moffat County	
Lincoln County	Montezuma County	
Mineral County	Montrose County	
Ouray County	Morgan County	
Phillips County	Otero County	
Pitkin County	Park County	
Rio Blanco County	Prowers County	
San Juan County	Rio Grande County	
San Miguel County	Routt County	
Sedgwick County	Saguache County	
Washington County	Summit County	
Yuma County	Teller County	

EXHIBIT F, SAMPLE OPTION LETTER

State Agency

Insert Department's or IHE's Full Legal Name

Contractor

Insert Contractor's Full Legal Name

Option Letter Number

Insert the Option Number (e.g. "1" for the first option)

Original Contract Number

Insert CMS number or Other Contract Number of the Original Contract

Option Contract Number

Insert CMS number or Other Contract Number of this Option

OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

1. REQUIRED PROVISIONS:

- A. For use with Option 1(A):

In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

- B. For use with Options 1(B and C):

In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

- C. For use with Option 1(D):

In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

- D. For use with Option 1(E):

In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

- E. For use with all Options that modify the Contract Maximum Amount:

The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown

Contract Performance Beginning Date

Month Day, Year

Current Contract Expiration Date

Month Day, Year

Current Contract Maximum Amount

Initial Term

State Fiscal Year 20xx: \$0.00

Extension Terms

State Fiscal Year 20xx: \$0.00

State Fiscal Year 20xx: \$0.00

State Fiscal Year 20xx: \$0.00

State Fiscal Year 20xx: \$0.00

Total for All State Fiscal Years: \$0.00

above.

2. OPTION EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or Month Day, Year, whichever is later.

STATE OF COLORADO

Jared S. Polis, Governor

INSERT: Name of Agency or IHE

INSERT: Name & Title of Head of Agency or IHE

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval

By: Name & Title of Person Signing for Agency or IHE

Date: _____

Option Effective Date: _____

In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated above by the State Controller or an authorized delegate

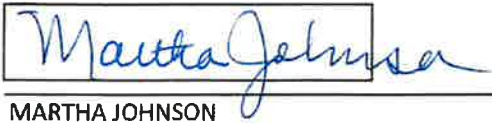


Department of Social Services
Phone 970-387-5631 * Fax 970-387-5326
Martha Johnson, Director
6/30/2025

Date 8/5/2025
Transmittal No. 6

Vendor	Date	Num	Amount
San Juan Cty	06/30/2025	11727	\$ 4,353.76
La Plata County	06/30/2025	11728	\$ 5,542.09
Silverton Public Schools	06/30/2025	11730	\$ 12,500.00
Silverton Family Learning Center	06/30/2025	11729	\$ 10,586.05
La Plata County	06/30/2025	TBD	\$ 18,575.14
TOTAL			<u>\$ 51,557.04</u>

I, MARTHA JOHNSON, Director of Social Services of San Juan County of Colorado, hereby certify that the payments listed above are available for inspection and have been paid to the payees listed.


MARTHA JOHNSON

8-5-2025

I, Austin Lashley, Chairman of the San Juan County Board of Commissioners, hereby certify that the payments as set forth above have this date been approved and warrants in payment thereof issued upon the Social Services Fund.



Austin Lashley

San Juan County Social Services Profit & Loss Budget vs. Actual January through June 2025

Ordinary Income/Expense		Jan 25		Feb 25		Mar 25		Apr 25		May 25		Jun 25		Jan - Jun 25		TOTAL	
Income																	
400.001	REVENUE-State Alloc	8,185.25	7,975.61	9,090.29	9,746.24	8,461.11	46,416.20	89,874.70	148,000.00								
400.010	Property Tax Current	0.00	134.79	6,436.35	2,049.29	5,844.91	1,086.03	15,551.37	21,349.00								
400.020	Specific Ownership tax	129.52	113.36	97.18	110.44	109.38	0.00	559.88	1,200.00								
400.040	Penalties/Int on Tax	0.00	0.00	0.00	1.51	1.04	73.78	76.33	150.00								
400.100	REVENUE-Family Voice Grant	3,584.12	7,439.16	0.00	0.00	0.00	0.00	11,023.28	0.00								
400.145	REVENUE-CSGB Grant	1,331.63	0.00	0.00	0.00	0.00	0.00	1,331.63	1,000.00								
400.180	REVENUE-EOC	180.00	0.00	0.00	0.00	120.00	0.00	300.00	800.00								
400.220	REVENUE-Program Refunds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00								
Total Income		13,410.52	15,662.92	15,623.82	11,907.48	14,536.44	47,576.01	118,717.19	173,499.00								
Expense																	
500.100	EXPENSE-Administration	7,649.25	7,230.09	7,510.54	8,191.55	7,950.53	7,895.85	46,427.81	84,000.00								
500.110	EXPENSE-Adult Protectio	0.00	0.00	1,023.76	455.00	0.00	18,575.14	20,063.90	500.00								
500.120	EXPENSE-Child Care	49.80	0.00	46.00	0.00	138.90	10,586.05	10,820.75	1,500.00								
500.130	EXPENSE-Child Support	37.88	73.59	0.00	37.89	39.31	0.00	188.67	2,000.00								
500.140	EXPENSE-Child Welfare	0.00	0.00	0.00	609.99	0.00	12,500.00	13,109.99	30,000.00								
500.145	EXPENSE-CSGB Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00								
500.150	EXPENSE-Colorado Works	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00								
500.160	EXPENSE-Core Services	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	12,000.00	24,000.00								
500.180	EXPENSE-Family Voice Grant	3,584.12	7,439.16	0.00	0.00	0.00	0.00	11,023.28	0.00								
500.200	EXPENSE-LEAP	267.67	180.25	166.49	360.17	0.00	0.00	974.58	5,000.00								
Total Expense		13,588.72	16,923.09	10,746.79	11,654.60	10,128.74	51,557.04	114,598.98	168,500.00								
Net Income		-178.20	-1,260.17	4,877.03	252.88	4,407.70	-3,981.03	4,118.21	4,999.00								

San Juan County
CDHS Allocation and Expenditures report
For State Fiscal Year 2024-25
6/30/2025

FIPS

111

Program	Allocation	Expenditures	Remaining	% of Fiscal Year	
				% Remaining	Year Remaining
CDHS County Admin	88,056	38,514	49,542	56.26%	0.00%
HCPF Regular	23,708	6,069	17,639	74.40%	0.00%
HCPF Enhanced	48,783	23,292	25,491	52.25%	0.00%
APS Admin	30,000	25,546	4,454	14.85%	0.00%
APS Client	2,000	0	2,000	100.00%	0.00%
Child Care	8,867	6,043	2,824	31.85%	0.00%
Colorado Works	44,233	14,606	29,627	66.98%	0.00%
Colorado Works HB 22-1259 ARPA	464	77	386	83.34%	0.00%
Child Welfare 80/20	55,445	46,254	9,192	16.58%	0.00%
Child Welfare 100%	2,155	2,155	0	0.00%	0.00%
CORE 80/20	10,351	4,687	5,664	54.72%	0.00%
CORE 100%	18,869	19,313	-444	-2.35%	0.00%
SEAP	444	0	444	100.00%	0.00%
LEAP L300.5200	1,830	1,732	98	5.38%	25.00%
Locked-in PHE Enhanc (M215.5400)	1,933		1,933	100.00%	0.00%
Locked-in PHE Enhanc (M216.5405)	6,283	1,027	5,257	83.66%	0.00%
Total	343,421	189,315	154,106		

COOPERATION AGREEMENT

Between San Juan County and Silverton Singletrack Society

Regarding the Baker's Park Trail System Project

Effective Date: 7/25/25

Parties:

- **San Juan County**, a political subdivision of the State of Colorado (hereafter "the County")
- **Silverton Singletrack Society**, a nonprofit corporation organized and existing under the laws of the State of Colorado (hereafter "SSS")

I. Purpose

This Cooperation Agreement (the "Agreement") outlines the roles, responsibilities, and collaborative relationship between the County and SSS in support of the planning, construction, stewardship, and promotion of the Baker's Park Trail System in San Juan County, Colorado. This Agreement is intended to foster shared stewardship and ensure transparency, alignment, and accountability as the project advances.

II. Background

The Baker's Park Trail System is a multi-year, multi-phase trail project designed to enhance recreational access, support local economic development, and promote inclusive outdoor experiences for residents and visitors. The project is a collaborative effort involving multiple stakeholders and funding partners, with SSS serving as the project lead and the County providing essential public land management and administrative support. The Project provides for and promotes an important public purpose.

III. Responsibilities of Silverton Singletrack Society

SSS agrees to:

1. Project Management

- Serve as the lead project coordinator for the Baker's Park Trail System, including the oversight of planning, permitting, construction, and trail stewardship efforts.

2. Fundraising and Grant Administration

- Identify and pursue public and private grant opportunities to fund trail construction and related amenities.
- Manage awarded grants, including contracting, compliance, and reporting obligations.

3. Community Engagement

- Lead community outreach efforts, including volunteer engagement, stakeholder communication, and public input sessions.
- Promote the project through events, digital media, and educational signage.

4. Trail Stewardship

- Coordinate maintenance and trail stewardship through partnerships with volunteer groups, trail crews (such as Southwest Conservation Corps), and contractors.
- Ensure ongoing monitoring of trail use and conditions.

IV. Responsibilities of San Juan County

The County agrees to:

1. Public Lands Coordination

- Support SSS in navigating permitting processes with federal and state land management agencies where applicable.
- Provide letters of support and policy alignment for grant applications submitted by SSS.

2. Administrative and Logistical Support

- Serve as fiscal pass-through, and co-managing entity for public grants requiring a government entity as applicant or administrator, when appropriate and mutually agreed upon.
- Collaborate on insurance, liability, and risk management as needed for trail construction and public use.

3. Land Use and Planning Alignment

- Administer appropriate County planning and land-use regulation and process to provide for appropriate trail planning and development aligning with County land use codes, master plans, and outdoor recreation goals.
- Facilitate inter-agency coordination where County jurisdiction or infrastructure may be affected.

4. Public Communication

- Support public messaging and celebration of project milestones through County channels.

V. Mutual Commitments

Both parties agree to:

- Participate in regular check-ins (minimum quarterly) to review progress, address challenges, and coordinate next steps.
- Communicate openly and proactively about project developments, funding opportunities, and community concerns.
- Collaborate in good faith to realize the full vision of the Baker's Park Trail System.
- Maintain and share adequate records for periods of time required to satisfy County retention schedules and possible records requests.

VI. Term and Termination

This Agreement shall remain in effect from the effective date until [Insert End Date or "upon project completion"], unless terminated earlier by mutual written agreement. Either party may terminate this Agreement with 60 days' written notice, provided that all jointly held obligations and funding responsibilities are resolved prior to termination.

VII. General Provisions

- **Amendments:** This Agreement may be amended only in writing, signed by both parties.
- **Non-binding Intent:** This Agreement does not create a legal partnership or joint venture, nor does it create binding financial obligations unless specified in separate agreements or grant contracts.

- **Governing Law:** This Agreement shall be governed by the laws of the State of Colorado.
 - **No Waiver of Governmental Immunity:** By this Agreement, neither party waives any governmental immunity or other limitation on damages otherwise provided by law.
 - **Separate Employees and Agents:** Each entity shall remain separate and responsible for its own agents and employees, including as to any compensation, oversight, insurance and workers compensation, unless addressed in a separate agreement.
-

Signatures

San Juan County

By: _____

Name: Austin Lashley

Title: Chairman

Date:

Silverton Singletrack Society



By: _____

Name: Klemens Branner

Title: President

Date: 7/25/25

MEMORANDUM

August 13, 2025

TO: San Juan County Commissioners
FR: William A. Tookey, Land Use Administrator
RE: Senior Warden Lode

Isaiah Branch-Boyle has submitted an Improvement Permit application for the development of a Single-Family Residential structure, driveway and associated utility improvements on the Senior Warden Lode USMS 13298. The property is located near Molas Lake. It will be accessed from US 550 and will cross BLM land.

The property is currently owned by Isaiah Branch-Boyle. The total acreage is 3.877.

The Improvement Permit application fee has been paid.

The adjacent landowners have been notified via US Mail of the proposed Improvement Permit application. The list of adjacent property owners and copy of the letter are included.

The property is located with the Mountain Zoning District and the Scenic Preservation Overlay District.

Mountain Zoning District requires a minimum parcel or lot area of 5 acres with a setback of 20 feet from public lands and 30 feet from private property lines.

The Senior Warden Lode is 3.877 acres and does not meet the minimum lot area.

The proposed residential structure meets the setback requirements.

The proposed structure is approximately a 1280 sq. ft. single story unit with a 308 sq. ft. covered deck and a 384 sq. ft. shed.

1-111.5 NONCONFORMING LOTS: Nonconforming lots, pursuant to pre-existing subdivision plats of record at the time of passage of this resolution, may be built upon providing that all other relevant district requirements are met.

While this is not a nonconforming lot in a pre-existing subdivision, it does recognize that there are parcels that were nonconforming at the time these regulations were adopted.

Scenic Preservation Overlay District

1-114.6 Additional setbacks, landscaping, screening, or design requirements may be required by the County in order to preserve the natural, pristine appearance of the area and to minimize the visual impact to view sheds and view corridors.

The Land Use Regulations allow for additional requirements minimize and preserve the visual impact to the view sheds and view corridors.

It appears that the applicant is attempting to minimize the visual impact. However, I do have concerns that the proposed improvements would have an adverse impact to the view sheds and corridors. It is likely that additional screening could be required if the application is approved.

The applicant has substantially met the requirements for application submittals as required by 3-102 Requirements for Uses and Improvements.

All applications for review will be examined initially to determine whether the proposal is consistent with the County's Master Plan.

Master Plan Strategy NES-3.4 Development in the unincorporated county except for mining development will be reviewed for each site to ensure that the location, size, scale, and color of structures are designed to reduce the impacts of structures on scenery as viewed from county roads or state highways.

LU-2.1 Encourages future development in the economic corridors which include the upper Animas Valley from Silverton to Eureka, Cement Creek from Silverton to Gladstone and the South County Line to just above the Mill Creek Subdivision. And Strategy LU-2.2 Identify areas in the growth corridors that are suitable for residential use considering natural hazards, habitat resources, scenic impacts and sensitivity to residential land uses. The proposed development is not located in the identified growth corridors.

However, the Master Plan notes that private property rights are respected in San Juan County. The Plan also states that residential development on mining claims are to be built in low-visibility places outside of environmentally sensitive areas, leaving visible ridgelines and other scenic resources undeveloped and minimizing the impacts on the environment.

I believe this application is attempting to meet the intent of the Master Plan.

- a. Adequate potable water is available or can be developed to safely support the proposed use.

The applicant has applied for water rights to Sultan Creek to fill a cistern located on the property. The applicant would also use water from the Town of Silverton. The applicant would need to work with Town to amend the EQR for his current billing rate.

- b. Adequate sewage disposal can be provided to support the proposed use.

The applicant will install an engineered and permitted septic system on the site. The system is designed by Dudley Ashwood, a Colorado Licensed Engineer. The applicant will need to submit a permit application to San Juan County Public Health.

- c. Will the proposed use have any adverse impact on public or private property in the vicinity of the development?

The proposed improvements should have minimal impact on the adjoining properties. Adjoining property owners have been notified and at this time I have not received any comments from them.

- d. Will the proposed use have any adverse effect on scenic values, historic sites or structures, air or water or environmental quality, wildlife, erosion or other geological conditions?

- 1. The applicant has included a scenic quality report. It appears that the residence has been located to minimize the visual impact. The building site will need to be staked by a Colorado Licensed Surveyor, and the applicant will need to construct a story pole on the building site equal to the maximum height of the building to better determine what the potential visual impact may be.**
- 2. There are remnants of a historic mill building and the collapsed Molas Mine portal. The proposed improvements should not have any impact on the historical significance or historic artifacts on site. If any artifacts are discovered during construction the construction would be shut down until the Historic Review Committee or qualified archeologist has the opportunity to review the site.**
- 3. The improvements should create minimal adverse impacts upon wildlife. All solid waste, garbage and refuse must be kept within the building, in a separate secure enclosed area or in wildlife/bear-resistant containers until it is properly disposed of at the Transfer station. That the applicant be placed on the Town of Silverton's Utility billing system for refuse.**

The applicant plans to use solar, hydro-electric and propane for power and solar and two wood burning stoves for heat. The applicant plans two wood burning devices for an emergency heat source. The Land Use Regulations require that Propane tanks that are 250 gallons and larger shall be buried where geologic conditions permit when there may be a risk of wildfire and a threat to public safety. They also require that any wood-burning stove or device used on the site shall be the type and model approved by the Environmental Protection Agency (EPA) and shall be equipped with an approved chimney cap or spark arrestor to minimize the risk of wildfire.

- e. Adequate road access exists or can be developed to ensure access appropriate to the use.

The applicant does not currently have access to the property. He has submitted an Access Permit application to CDOT to have access from US 550. He has also submitted an Access Permit application to BLM to construct a roadway 555 long with a driving surface of 12 feet to access the property. Both permits would need to be approved before any development could occur on the property.

- f. The design and development of the site shall preserve, insofar as possible, the natural terrain and drainage of the land, the existing topsoil and existing vegetation. Disturbed areas shall be revegetated with native plant species certified weed free as soon as possible after disturbance in order to prevent the establishment and dominance of non-native invasive species.

The proposed improvement will preserve, insofar as possible, the natural terrain and drainage of the land. All disturbances will be revegetated with native plant species certified to be weed free.

- g. Sites subject to hazardous conditions, for example avalanche, flood, land slide, rock fall, mud flow, open mine shaft, corrosive water, etc., shall be identified and shall not be built upon or used until satisfactory plans have been approved by the County for eliminating or appropriately mitigating such hazards. The provisions of Chapters 8, 9, 10 and 11 shall govern the evaluation of those natural hazards covered by such provisions.

It appears that the property is located outside of any potential avalanche zone.

The County Geohazard Map identifies the site as CST-colluvial slope/talus. A letter from Trautner Geotech LLC is included.

The Wildfire Hazard requires that the applicant be in compliance with 4-110.13 and 4-110.15. of the Zoning and Land Use Regulations.

- h. The applicant shall permit continued public access to any historic public trails that cross the property.

The site is heavily used in the winter for snowmobiles, snowshoeing and cross-country skiing. It is important that these historic uses are preserved.

- i. Individual building sites shall be placed on the Town of Silverton's utility billing system for water and refuse when water is hauled to the site., Any applicant who shows that it is obtaining water from an approved permitted well or is purchasing water from an acceptable source of potable water other than the Town of

Silverton may be permitted to be placed on the Town of Silverton's billing system for refuse only.

The applicant will be required to be placed on the Town's utility billing system for water and refuse.

The Planning Commission reviewed the Sketch Plan application and have recommended that it be approved with the conditions as listed below.

The Board of County Commissioners may approve this application as submitted; approve this application with conditions; deny the application; or defer a decision to a later date to receive additional information.

If the Commissioners choose to recommend approval of the proposed Senior Warden Sketch Plan they should do so with the following conditions:

1. That the applicant acknowledges that emergency services will not be available in a timely manner and perhaps not at all.
2. All improvements to the Senior Warden Lode shall fully and completely comply with, and strictly conform to, all terms, conditions and restrictions contained in the San Juan County Zoning and Land Use Regulation, all permits issued, and all applicable State and Federal rules and regulations.
3. That an obtain an On-Site Wastewater Treatment Permit reviewed and approved by La Plata County Public Health and issued by San Juan County Public Health Department.
4. That the proposed improvements are identified and staked on site by a Colorado Licensed Surveyor.
5. The Land Use Administrator visits the site after the site has been staked and prior to the Preliminary/Final review.
6. The applicant shall construct story poles to show the ridgeline of the structure.
7. That a Colorado Licensed Surveyor shall provide 2ea. 24" X 26" survey plats identifying the location of improvements, setbacks and the access road.
8. The driveway will need to be staked by a Colorado Licensed Surveyor. Grade and width specification concerning the driveway be provided and that the visual impact of the driveway be considered.
9. If any historic public trail is identified, it will need to be added to the certified survey plat.
10. A Cumulative Impact Report will need to be completed prior to Preliminary/Final Plan Appearance.

11. That the applicant be placed on the Town of Silverton's Utility billing system for water and refuse.
12. That the applicant agrees to provide vegetative screening as necessary, using conifer trees that are native to the sight. The trees shall be adequate in number and height to provide sufficient screening.
13. The failure to comply with these conditions shall be grounds for the revocation of this Improvement Permit.
14. Any other conditions that the Commissioners deem necessary.

The Commissioners would also need to waive the minimum parcel size of 5 acres.

Should the Commissioners recommend that the application be denied, they should do so on the grounds that the Senior Warden Lode does not meet the minimum parcel area.

**San Juan Regional
Planning Commission**
SAN JUAN COUNTY TOWN OF SILVERTON
Silverton, Colorado 81433
P.O. Box 223

August 8, 2025

Board of County Commissioners
San Juan County
Silverton, CO 81433

Members of the Commission:

RE: County Improvement Permit Application
Sketch Plan Proposed for the development
of a single-family residential structure,
driveway and associated utility
improvements on the Senior Warden Lode
USMS 13298. The property is located near
Molas Lake. Accessed from US 550.

At the regular meeting of the San Juan Regional Planning Commission on July 15, 2025, members of that Commission held a meeting to discuss the Proposed County Improvement Sketch Plan Application to construct a single-family residential structure, driveway and associated utility improvements.

Isaiah Branch-Boyle, the owner, was present in the commissioner's Room. The total acreage is 3.877 and does not meet the minimum lot area.

After discussion and background of the project, questions and presentations from William Tookey, Land use Administrator, and the applicant, a period of Public Hearing was called with no input. After the Public Hearing closed the Planning Commission members agreed that this Sketch Plan was a very well put together application. Ken Safranski then made a motion to recommend to the San Juan County Commissioners that you approve the proposed County Improvement Permit Application Sketch Plan with 13 Conditions, omitting #11 which originally the owner had requested a vacation rental submission. Melissa Childs seconded the motion and Chairman Weller asked for a roll call vote. The roll call was as follows: Weller/yes, Safranski/yes, Rich/yes, Childs/yes, Harper/yes, Lashley/yes. The motion passed with a roll call vote.
Thank you for considering this recommendation.

Sincerely,
The Planning Commission Members and James Weller, Chairman

MEMORANDUM

July 15, 2025

TO: San Juan County Commissioners

FR: William A. Tookey

RE: Riley Boundary Line Adjustment – Cole Ranch Subdivision Lot 1 and Lot 2

George Riley has submitted an application for a Boundary Adjustment for Lots 1 and 2 of the Cole Ranch Subdivision. The Boundary Adjustment will also require an amendment to the Cole Ranch Subdivision Plat.

Lot 1 is owned by Julie and Todd Sams and Lot 2 is owned by Anna and George Riley. Todd and Julie Sams are in agreement with the requested Boundary Adjustment.

The application also includes an Improvement Permit application to construct a fence.

7-110.4 allows the County Commissioners to exempt the division of land that does not coincide with the intent and purpose of regulating the subdivision of land. It has been the policy of the county to exempt boundary adjustments as long as no additional parcels were created.

Guidelines for a Boundary Adjustment are as follows:

1. **A Colorado licensed surveyor would need to provide a survey of the external boundary of the claims in their entirety and that the corners be set to identify the new internal boundaries.**

The applicant has had the property surveyed and the corners set to identify the new boundaries.

2. **That licensed surveyor would provide a Plat of the new parcels. The Plat shall meet all applicable requirements listed in 7-111 Final Plat Requirements, San Juan County Zoning and Land Use Regulations.**

The applicant has provided a draft surveyed Plat that identifies the adjusted boundaries.

3. **The plat would identify the new parcels as “Parcel Name” Revised. The plat would have a signature block for the Chairman of the BOCC to sign along with anyone that has an ownership interest in the properties.**

The Plat identifies Lot 1 as Lot 1A and Lot 2 as Lot 2A.

4. **The Plat would need to identify all county roads within the property.**

The Subdivision Plat identifies the county roads within the subdivision. There will be no changes to the county roads.

- 5. The Plat would need to identify any existing public access trails that may be located within the property parcels.**

There was no public access trails identified during the Cole Ranch Subdivision process.

- 6. The Plat would need to identify any access easements located on these properties.**

There are no access easements located on these properties

- 7. Upon approval the Plat would need to be recorded in the office of the San Juan County Clerk and Recorder.**

The applicant will need to provide a signed 24" x 36" mylar copy of both the Boundary Adjustment Plat and the Amended Subdivision Plat to be recorded with the Clerk and Recorder.

- 8. The area of the new parcels must be greater than 5 acres.**

9. The proposed Boundary Adjustment would reduce the size of Lot 1 while increasing the size of Lot 2. The area of Lot 1 located on the east side of County Road 2 would be removed from Lot 1 and added to Lot 2. Lot 1 is currently 3.98 acres and Lot 2 is currently 4.17 acres. The Boundary Adjustment would reduce the area of Lot 1 to approximately 2.6 acres and increase the area of Lot 2 to 5.6 acres. Normally a Boundary Adjustment that would create a parcel area smaller than 5 acres would be denied. However, because the Lots are part of a subdivision that already approved lots that are less than 5 acres in size and because County Road 2 already separates this portion of Lot 1, a Boundary Adjustment seems a reasonable request.

- 10. No additional parcels can be created.**

No new building sites would be created.

- 11. The boundary adjustment shall not adversely impact surrounding properties, create irregular boundary lines, or impact access to public lands.**

It does not appear that the proposed Boundary Adjustment would adversely impact surrounding properties. The adjacent property owners have been notified of the application.

The Boundary Adjustment does not create irregular boundary lines or impact access to public lands.

12. Approval of a boundary adjustment shall in no way be considered an indication of future approval of an improvement or use permit.

Mr. Riley is requesting an Improvement Permit to extend his fence into the adjusted Lot 2A. The Sams will need to complete their Improvement Permit Application to construct a single-family home on the west side of Lot 1A.

13. The applicant would acknowledge that any development on these properties will require an individual Improvement Permit for each parcel.

This is a suggested condition of approval.

14. The applicant would acknowledge that any publicly accessed trails on these properties will remain open for public use.

Not aware of any public trails located on the properties.

This application also requires a Plat Amendment to the Cole Ranch Subdivision Plat. As this is part of a subdivision any changes to the internal boundaries have to be reflected in the Subdivision Plat.

This application also includes an Improvement Permit request for the extension of the current fence onto the portion of Lot 1 on the east side of County Road 2 that would become part of Lot 2A if the Boundary Adjustment is approved. The installation of a gate has also been proposed for the new fence. Previous applications that include gates have been encouraged and/or required to construct gates that are functional and not ornamental to minimize the visual impact.

This is a minor improvement to the property and the applicant has provided a scenic quality report to show the visual impact.

The Board of County Commissioners has previously reviewed and conditionally approved the Sketch Plan application.

The Planning Commission has reviewed the Preliminary/Final application and recommends that it be approved with the conditions listed below.

The County Commissioners have the option to approve the application as submitted, approve the application with conditions, deny the application or, delay a decision until additional information can be provided.

Should the Commissioners choose to recommend approval that this requested Boundary Adjustment be exempt from the subdivision regulations, that the Cole Ranch Subdivision Plat be amended to reflect this Boundary Adjustment and that a fence with gate improvements be allowed they should do so with the following conditions:

1. That a Colorado licensed surveyor provides a survey of the boundaries of Lot 1A and Lot 2A of the Cole Ranch Subdivision in their entirety and that corners be set to identify the new boundaries.
2. That a Colorado licensed surveyor provides a Plat of the new parcels. The Plat shall meet all applicable requirements listed in 7-111 Final Plat Requirements, San Juan County Zoning and Land Use Regulations. The Plat shall include a signature block for the Chairman of the BOCC to sign along with anyone that has an ownership interest in the properties.
3. That the Plat identifies the new parcels as Lot 1A and Lot 2 A.
4. That the Plat identifies a 60 foot right of way for all county roads.
5. That a Colorado licensed surveyor provides an Amended Plat for the Cole Ranch Subdivision. The Plat shall meet all applicable requirements listed in 7-111 Final Plat Requirements, San Juan County Zoning and Land Use Regulations.
6. That the Plat be recorded in the office of the San Juan County Clerk and Recorder.
7. That the gate shall be strictly for functional purposes to minimize any visual impact.
8. That the applicant acknowledges that any additional development on these lots, will require an individual Improvement Permit for each lot.
9. Any additional stipulations that the Commissioners determines to be appropriate.

**San Juan Regional
Planning Commission**
SAN JUAN COUNTY TOWN OF SILVERTON
Silverton, Colorado 81433
P.O. Box 223

July 15, 2025

Board of County Commissioners
San Juan County
Silverton, CO 81433

Members of the Commission:

RE: County Boundary Line Adjustment
Application for Lots 1 and 2 of the Cole
Ranch Subdivision. The Boundary
Adjustment will also require an amendment
to the Cole Ranch Subdivision Plat.

At the regular meeting of the San Juan Regional Planning Commission on July 15, 2025, members of that Commission held a meeting to discuss the Proposed County Boundary Line Adjustment Application submitted by George Riley, owner, who was present in the Commissioner's Room.

The application also includes an Improvement Permit Application to construct a fence. Information regarding the conditions about the Boundary Line Adjustments was given by William Tookey, Land use Administrator. A period of Public Hearing was called by Chairman Weller with no input. After the Public Hearing closed, Austin Lashley made a motion to recommend to the San Juan County Commissioners that you approve the proposed County Boundary Line Adjustment Application with the 9 Conditions. Jim Harper seconded the motion. Chairperson Weller asked for a roll call vote. The vote was as follows: Weller/yes, Safranski/yes, Rich/yes, Childs/yes, Harper/yes, Lashley/no. The motion passed.

Thank you for considering this recommendation.

Sincerely,

The Planning Commission Members and
James Weller, Chairman

MEMORANDUM

August 13, 2025

TO: San Juan County Commissioner
FR: William A. Tookey
RE: Ute Chief Lode #18463

David Breed has submitted an Improvement Permit application for the development of a 1000 sq. ft. cabin, 200 sq. ft. shed and associated utility improvements on the Ute Chief Lode MS 18463. The property is located in Deer Park and will be accessed by County Road 33A.

The property was previously approved for the development of a cabin, shed and associated utilities in 2014. The development did not occur, and the property was sold. A copy of the Staff Report from Planning Director Bob Nevins was included in the Sketch Plan application.

The property is currently owned by David Breed and the taxes are current.

The application fees have been paid.

The adjacent landowners were notified via US Mail of the proposed Improvement Permit application.

Mountain Zoning District requires a minimum parcel or lot area of 5 acres with a setback of 20 feet from public lands and 30 feet from private property lines. The Ute Chief Lode is 10.33 acres. The proposed cabin would exceed the setback requirements.

The applicant has substantially met the requirements for application submittals as required by 3-102 Requirements for Uses and Improvements.

The applicant plans to haul water to the site and store it in a cistern. The applicant has also submitted an application for surface water rights that would be stored in a secondary cistern. The size of the cisterns has not been specified

The applicant will install a septic system engineered Colorado Licensed Professional Engineer Dudley Ashwood in compliance with San Juan Public Health regulations.

The proposed improvements in a heavily forested area and should have minimal impact on the adjoining properties. Adjoining property owners have been previously notified.

The applicant has included a scenic quality report. It appears that the cabin has been located to minimize the visual impact.

It does not appear that the site has any historic significance. If any historic artifacts are discovered during construction the site will be shut down until the Historic Review Committee or a qualified architect can review the site.

The improvements should create minimal adverse impacts upon wildlife. All solid waste, garbage and refuse must be kept within the building, in a separate secure enclosed area or in wildlife/bear-resistant containers until it is properly disposed of at the Transfer station.

The applicant will access the property via a previously constructed driveway from CR 33A.

The proposed improvement will preserve, insofar as possible, the natural terrain and drainage of the land. All disturbances will be revegetated with native plant species certified to be weed free.

The proposed cabin and building envelope does not appear to be located in a potential Avalanche Hazard Zone.

The County Geohazards Map identifies that the cabin site as est, defined as an area of thick colluvial or glacial accumulations, generally thicker than 6 feet with a potential for mass failure.

It does not appear that there are any public trails identified on this property. If any trails are identified, they will need to be added to the certified survey plat.

A Cumulative Impact Report was submitted.

The applicant will be required to be placed on the Town's utility billing system for water and refuse. If a primary water source is developed on site the applicant may be approved to be removed from the water utility billing system.

The Board of County Commissioners has previously reviewed and conditionally approved the Sketch Plan application.

The Planning Commission has reviewed the Preliminary/Final Application and have recommended that it be approved with the conditions as listed below.

The Commissioners have the option to approve the application as submitted, approve with conditions, deny or defer a decision to a later date to receive additional information.

Should the Commissioners choose to approve the application they should do so with the following conditions prior to the issuance of an Improvement Permit.

1. That the applicant acknowledges that emergency services will not be available in a timely manner and perhaps not at all.

2. All improvements to the Ute Chief Lode shall fully and completely comply with, and strictly conform to, all terms, conditions and restrictions contained in the San Juan County Zoning and Land Use Regulation, all permits issued, and all applicable State and Federal rules and regulations.
3. The applicant shall fully and completely comply with the San Juan County Zoning and Land Use Regulation 4-110 Design and Development Standards for all Improvement and Use Permits.
4. If any historic artifacts are discovered on site during the excavation or construction, all work on the project will be stopped immediately until the Historic Review Committee or qualified archeologist can visit the site to document and preserve those artifacts.
5. That the applicant be placed on the Town of Silverton's Utility billing system for refuse and water.
6. That the septic system be engineered and permitted.
7. That the on-site water be tested for potability.
8. The failure to comply with these conditions shall be grounds for the revocation of this Improvement Permit.
9. Any other conditions that the County Commissioners deem as necessary.

**San Juan Regional
Planning Commission**
SAN JUAN COUNTY TOWN OF SILVERTON
Silverton, Colorado 81433
P.O. Box 223

August 8, 2025

Board of County Commissioners
San Juan County
Silverton, CO 81433

Members of the Commission:

RE: County Improvement Permit Application
Preliminary/Final Plan Proposed for the
development of a 1000sq ft cabin, 200sq ft
shed and associated utility improvements on
the Ute Chief Lode USMS 18463. The
property is in Deer Park. Accessed by
CR 33A.

At the regular meeting of the San Juan Regional Planning Commission on July 15, 2025, members of that Commission held a meeting to discuss the Proposed County Improvement Preliminary/Final Plan Application to construct a 1000sq ft cabin, 200sq ft shed and associated utility improvements. The property is currently owned by David Breed who is present on Zoom for this meeting.

Discussion and background of the project, and presentation from William Tookey, Land use Administrator, and the applicant, a period of Public Hearing was called with no input. William Tookey let the Commissioners know that he and Bevin Harris from the Town had made a site visit to the property. Ken Safranski then made a motion to recommend to the San Juan County Commissioners that you approve the proposed County Improvement Permit Application Preliminary/Final Plan with 8 Conditions. Jim Harper seconded. The motion was a roll call vote. The roll call was as follows: Weller/yes, Safranski/yes, Rich/yes, Childs/yes, Harper/yes, Lashley/yes. The motion passed unanimously with a roll call vote.

Thank you for considering this recommendation.

Sincerely,
The Planning Commission Members and James Weller, Chairman

MEMORANDUM

August 13, 2025

TO: San Juan County Commissioners
FR: William A. Tookey, Land Use Administrator
RE: Hector Lode

Damon Rose has submitted an Improvement Permit application for the development of a Single-Family Residential structure, driveway extension and associated utility improvements on the Hector Lode USMS 14327. The property is located southwest of Silverton between CR 31 and US 550. It will be accessed from US 550.

The property is currently owned by Damon Rose along with the adjoining Hector Mill Site, Smith Mill Site and Cook Mill Site. The total acreage is 17.94.

The application fees have been paid.

The adjacent landowners have been notified via US Mail of the proposed Improvement Permit application.

The property is located with the Mountain Zoning District, the Town-County Mutual Overlay District and the Scenic Preservation Overlay District.

Mountain Zoning District requires a minimum parcel or lot area of 5 acres with a setback of 20 feet from public lands and 30 feet from private property lines.

The Hector Lode is 6.84 acres and meets the minimum lot area.

The proposed residential structure meets the setback requirements.

The proposed structure is approximately 4200 sq. ft. single story unit.

The applicant has substantially met the requirements for application submittals as required by 3-102 Requirements for Uses and Improvements.

The property was previously approved for the development of a single-family residential unit. A driveway, electrical service and a well have been construction on site.

An existing well will be used for potable water.

The applicant will install an engineered and permitted septic system on the site. The applicant will need to submit a permit application to La Plata County Public Health.

The applicant plans to use propane for cooking and as backup heating. The Land Use Regulations require that Propane tanks that are 250 gallons and larger shall be buried where geologic conditions permit when there may be a risk of wildfire and a threat to public safety.

The applicant plans two wood burning devices for an emergency heat source. The Land Use Regulations require that any wood-burning stove or device used on the site shall be the type and model approved by the Environmental Protection Agency (EPA) and shall be equipped with an approved chimney cap or spark arrestor to minimize the risk of wildfire.

The proposed improvements should have minimal impact on the adjoining properties. Adjoining property owners have been notified and at this time I have not received any comments from them.

The applicant has included a scenic quality report. It appears that the residence has been located to minimize the visual impact. The building site was staked by a Colorado Licensed Surveyor, and a story pole equal to the maximum height of the building was constructed on the building site. The elevation of the building site will be reduced by 5 feet to help minimize the visual impact. While the location of the proposed structure is surrounded by trees, the size of the structure and Firewise Safety Requirements could reduce the screening. The applicant may have to provide pine trees of comparable size to the trees that are being removed to provide adequate screening.

After visiting the site I do not believe that the site has any historic significance, If any artifacts are discovered during construction the project would be shut down until the Historic Review Committee or qualified architect has the opportunity to review the site.

The improvements should create minimal adverse impacts upon wildlife. All solid waste, garbage and refuse must be kept within the building, in a separate secure enclosed area or in wildlife/bear-resistant containers until it is properly disposed of at the Transfer station.

The applicant has a permitted and developed access from US 550. The application includes extending the driveway to the proposed building location.

The proposed improvement will preserve, insofar as possible, the natural terrain and drainage of the land. All disturbances will be revegetated with native plant species certified to be weed free. The elevation of the building site will be reduced by 5 feet and there will be the construction of retaining walls for the driveway.

It appears that the majority of the project site and all of the proposed building envelope is outside of any potential avalanche zone.

The County Geohazard Map identifies the site as CST-colluvial slope/talus.

The Wildfire Hazard requires that the applicant be in compliance with 4-110.13 and 4-110.15. of the Zoning and Land Use Regulations.

I have not located any historic public use trails on site.

A Cumulative Impact Report was completed.

The applicant will be required to be placed on the Town's utility billing system for refuse.

Colorado Department of Public Health and Environment has reviewed this application as it pertains to County Ordinance 2020-01. A letter from Mark Rudolph of CDPHE had been previously submitted.

The Board of County Commissioners has previously reviewed and conditionally approved the Sketch Plan application.

The San Juan Regional Planning Commission has reviewed the Preliminary/Final Improvement Permit Application and have recommended that it be approved with the conditions listed below:

The Commissioners have the option to approve the application as submitted, approve the application with conditions, deny the application or, delay a decision until additional information can be provided.

If the Commissioners choose to recommend approval of the proposed Hector Lode Improvement Permit Preliminary/Final Plan Application they should do so with the following conditions:

1. That the applicant acknowledges that emergency services will not be available in a timely manner and perhaps not at all.
2. All improvements to the Hector Lode shall fully and completely comply with, and strictly conform to, all terms, conditions and restrictions contained in the San Juan County Zoning and Land Use Regulation, all permits issued, and all applicable State and Federal rules and regulations.
3. That an On-Site Wastewater Treatment Permit application be submitted to the La Plata County Public Health Department.
4. That the Hector Lode USMS 14327, Hector Millsite USMS 14327B, Smith Mill Site USMS 17849B and Cook Mill Site USMS 17848B be consolidated into one property. The Consolidation Plat shall be prepared by a Colorado Licensed Surveyor on a 24" x 36" Mylar and will be recorded with County Clerk and Recorder.

5. If any historic public trail is identified it will need to be added to the certified survey plat.
6. That a geotechnical study be completed to determine adequate foundation and construction prior to the issuance of a building permit.
7. That the applicant be placed on the Town of Silverton's Utility billing system for refuse.
8. The failure to comply with these conditions shall be grounds for the revocation of this Improvement Permit.
9. Any other conditions that the Commissioners deem as necessary.

**San Juan Regional
Planning Commission**
SAN JUAN COUNTY TOWN OF SILVERTON
Silverton, Colorado 81433
P.O. Box 223

August 11, 2025

Board of County Commissioners
San Juan County
Silverton, CO 81433

Members of the Commission:

RE: County Improvement Permit Application
 Hector Lode USMS 14327
 Preliminary/Final Plan
 For Single-family dwelling, Driveway
 Extension and associated utility
 improvements, located on HWY 550, near
 Silverton, in San Juan County

At the regular meeting of the San Juan Regional Planning Commission on July 15, 2025, members of that Commission held a meeting to discuss the Proposed County Improvement Permit Application for a Preliminary/Final Plan for the development of a single-family dwelling, driveway extension and associated utility improvements for Hector Lode USMS 14327 located on Hwy 550 near Silverton. The current owner, Damon Rose, was present via zoom. The proposed application was prepared by Engineer Mountain, Inc and Lisa Adair was present to answer questions.

After discussion and background of the project, questions and presentations from William Tookey, Land use Administrator, and the applicant with input from Lisa Adair, the Planning Commission voted unanimously to recommend to the San Juan County Commissioners that you approve the proposed County Improvement Permit Application with the conditions as presented by staff. The motion passed unanimously.

Thank you for considering these recommendations.

Sincerely,
The Planning Commission Members and
James Weller, Chairman

RESOLUTION 2025-04

A RESOLUTION OF THE SAN JUAN COUNTY BOARD OF COUNTY COMMISSIONERS IMPLEMENTING AN IMMEDIATE STAGE TWO FIRE BAN

WHEREAS, the Board of County Commissioners of San Juan County is empowered under C.R.S. 30-11-107 (1) (e), to provide for the management of the business and concerns of the County; and

WHEREAS, pursuant to C.R.S. 30-15-401 (n.5), the Board of County Commissioners of San Juan County has the power to adopt an ordinance to ban open fires to a degree and in a manner that is deemed necessary to reduce the danger of wildfires; and

WHEREAS, the Board of County Commissioners of San Juan County has received competent evidence that there exists within the unincorporated areas of San Juan County a high danger of forest of grass fires; and

WHEREAS, the criteria for a Stage II Fire Restriction is set forth in the "Wildland Fire Operating Plan"; and,

WHEREAS, the Board of County Commissioners of San Juan County have received a request from the San Juan County Sheriff acting as the Fire Marshall to impose a county-wide fire ban; and

WHEREAS, the enactment of this Resolution is necessary for the immediate preservation of the public health, safety and welfare.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SAN JUAN COUNTY, COLORADO;

1. That a fire ban is necessary to reduce the danger of wildfires within all private land in the unincorporated areas of San Juan County.
2. That a fire ban prohibiting open burning within all private land in the unincorporated areas of San Juan County and within all land owned by San Juan County is hereby enacted.
3. That Stage II Fire Restrictions is hereby proclaimed to be implemented on August 13, 2025 to prohibit the follow acts:
 - I. Building, maintaining, attending an open flame, including campfire, stove fire, charcoal grills and barbeques, coal and wood burning stoves, open flame propane fire pits and devices using liquid fuel such as white gas or kerosene. Mechanical stoves and appliances fueled by bottled or liquid gas which allow the operator to control and extinguish the flame with a valve are permitted provided that such devices are approved by Underwriters Laboratory Inc. and are located in an area barren or cleared of all flammable materials within three feet of the device.
 - II. Smoking. Except: Within an enclosed vehicle, trailer, or building.

- III. Welding or operating acetylene or other torch with an open flame except within an enclosed building.
- IV. Using an explosive. This includes but is not limited to fuses or blasting caps, fireworks, rockets, exploding targets, and tracers or incendiary ammunition.
- V. Operating or using any internal combustions engine including but not limited chainsaws, generators, or OHVs, without a spark arresting device properly installed, maintained and in effective working order meeting either:
 - a. Department of Agriculture, Forest Service Standard 5100-1a; or
 - b. Society of Automotive Engineers (SAE) recommended practice J335 (b) and J350 (a).
- VI. Operating a chainsaw without a chemical pressurized fire extinguisher of not less than 8 ounces capacity by weight, and one size 0 or larger round pointed shovel with an overall length of at least 36 inches. The extinguisher shall be with the chainsaw operator. The shovel may be kept with the fueling supplies but readily available.
- VII. Possessing or using a motor vehicle off established roads, motorized trails or established parking areas, except when parking in an area devoid of vegetation within 10 feet of the vehicle.

4. Exemptions shall include:

- A. Persons with a written permit specifically authorizing the otherwise prohibited act or omission.
- B. Any Federal, State or local officer or member of an organized rescue or firefighting force in the performance of an official duty.

5. That the fire ban shall remain in effect until the following occurs:

The Sheriff, acting as Fire Marshall, or the Fire Chiefs of the affected districts shall request in writing that the fire ban be removed from all or part of their various jurisdictions.

READ, PASSED AND ADOPTED this 13th day of August, 2025 by the Board of Commissioners of San Juan County, Colorado.

Austin Lashley, Chair

Scott Fetchenhier

Pete Maisel

Attest:

Ladonna L. Jaramillo
Clerk and Recorder

DRAFT RESOLUTION 2025-05

A RESOLUTION AUTHORIZING AN ELECTION ON THE QUESTION OF WHETHER TO PERMIT SAN JUAN COUNTY TO COLLECT, RETAIN AND EXPEND REVENUES COLLECTED FROM PROPERTY TAXES IN EXCESS OF THE NEWLY ENACTED 5.25% GROWTH LIMIT IMPOSED BY STATE LAW.

WHEREAS, The newly enacted Section 29-1-1702, C.R.S. limits the growth of revenues collected from property taxes by the County to the level of revenues collected in the preceding year plus five and one quarter (5.25%) percent, regardless of inflation, increases in property values, or unfunded mandates imposed upon the County; and

WHEREAS, The current property tax revenue with which San Juan County presently operates is less than the property tax revenue generated in 2009 when adjusted for inflation; and

WHEREAS, San Juan County projects that annual revenue from property taxes will exceed the Section 29-1-1702, C.R.S. 5.25% cap, which revenues may not be retained without voter authorization; and

WHEREAS, 87% of San Juan County is public lands managed by the Forest Service and Bureau of Land Management, untaxed by the County; and

WHEREAS, The Federal Government has made significant budget cuts that greatly impact the ability of the Federal agencies to manage the public lands, further increasing the financial burden on San Juan County; and

WHEREAS, The Federal Government has made significant budget cuts to other programs, including public health, infrastructure and social services; and

WHEREAS, The Federal Government budget cuts have impacted the State of Colorado and impact the State's ability to even maintain current level local funding; and

WHEREAS, The State of Colorado continues to financially burden San Juan County with numerous ongoing and new unfunded mandates; and

WHEREAS, The Board of County Commissioners of San Juan County deem it to be in the best interest of San Juan County and of its citizens to permit the County to continue to collect, retain and expend revenues, which may be collected from property taxes without an increase of the mill levy, and without the Section 29-1-1704, Colorado Revised Statutes cap; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SAN JUAN COUNTY, COLORADO:

ARTICLE I - PURPOSE

The purpose of this Resolution is to authorize the holding of an election to determine whether San Juan County shall be authorized to continue to collect, retain and expend all property tax revenues as it has, without statutory limits on property tax revenues and fiscal year expenditures, specifically including those established pursuant to Section 29-1-1702, C.R.S.

ARTICLE II - INTERPRETATION

If the ballot issue proposed hereby is approved by the voters, San Juan County shall continue to be permitted to collect, retain and expend all revenues collected from property taxes without regard to any limits on revenue retention and fiscal year spending currently imposed by state law, specifically including those imposed by Section 29-1-1702, C.R.S. Voter approval of the ballot issue proposed hereby shall be construed to be the voter approval required by Section 29-1-1704, C.R.S. Nothing in this Resolution, in the ballot initiative proposed hereby or in any election conducted pursuant hereto shall authorize the imposition of any new tax or an increase in Mill Levy.

ARTICLE III - GENERAL PROVISIONS

Section 1 – Administration

The Board of County Commissioners of San Juan County may adopt such rules and regulations as may be necessary for the administration and enforcement of this Resolution. The Board of County Commissioners of San Juan County or its authorized representatives is hereby empowered to enter into and execute on behalf of San Juan County any agreements necessary for the administration and enforcement of this Resolution.

Section 2 - Severability/Legal Challenges

2-1 If any provision of this Resolution is held invalid, or if application of this Resolution to any situation is held invalid, such invalidity shall not affect any other provision or application of this Resolution which can be given effect without the invalid provision or application, and to this end, the provisions of this Resolution are to be severable.

2-2 If this Resolution, or any provision contained therein, is challenged, San Juan County shall be permitted to continue to collect, retain and expend all revenues from all sources until such collection, retention or expenditure is prohibited by order of a court of competent jurisdiction. Further, in the event of such an order, no refund shall be made of moneys already collected, retained or expended.

Section 3 - Submission to Electorate

3-1 This Resolution shall be referred to the electors of San Juan County for approval at the November 2025 election. The question to be submitted shall be stated as follows:

Shall San Juan County waive the 5.25% property tax limit for all future property tax years as provided for in Section 29-1-1704, Colorado Revised Statutes, with such waiver not to be construed as increasing tax rates, mill levy or adding new taxes of any kind, or changing the purpose of the mill levy of providing for road maintenance, dust control, snow removal, law enforcement, fire protection, medical services, workforce housing, child care, historic public building preservation and restoration, and all other lawful county purposes and services, and shall San Juan County be authorized to collect, retain, and expend the full amount of all revenues from property taxes, in 2025 and in all succeeding years, without regard to any limitations on revenues or expenditures imposed by state law now in existence or as added or amended in the future?

YES _____

NO _____

3-2 The County Clerk of San Juan County, as the designated election official shall comply with constitutional and statutory requirements for the submission of this issue to the electorate. The County Clerk shall cause the text of ballot issue proposed by this Resolution to be published in the official newspaper of San Juan County, Colorado four separate times. The County Clerk shall prepare and mail to all registered electors within San Juan County all ballot notices and other materials as required by state law.

Section 4 - Effective Date

The Board of County Commissioners of San Juan County hereby declares that this Resolution is necessary for the preservation of the public peace, health, safety and welfare and that it therefore shall be effective retroactively to January 1, 2025 if approved by the electorate at the November 2025 election.

Section 5 - Compliance With Statutory Requirements

In passing this Resolution, the Board of County Commissioners have made every effort to comply with the requirements of Section 29-1-1704, Colorado Revised Statutes. In the event, despite such effort, this Resolution fails to comply in any non-substantive or technical way with said requirements, such noncompliance may be corrected by supplemental Resolution adopted by the Board of County Commissioners without in any way affecting the validity of any vote to approve the requested revenue retention. In the event such a supplemental Resolution is adopted, this Resolution shall be read as though such changes had been incorporated in its original text.

Attest:

Austin Lashley, Chair

Scott Fetchenhier

Ladonna L. Jaramillo
Clerk and Recorder

Pete Maisel

DRAFT

2025 SALES TAX

	Town			County			Emergency Services		
	Local	Remote	Total	Local	Remote	Total	Local	Remote	Total
January	42,058.84	7,839.09	49,897.93	14,081.87	10,390.32	24,472.19	35,085.66	11,392.64	46,478.30
February	66,561.90	8,954.62	75,516.52	29,185.43	10,958.32	40,143.75	59,838.19	12,444.78	72,282.97
March	52,024.75	6,699.63	58,724.38	18,758.59	8,284.29	27,042.88	44,236.71	9,364.34	53,601.05
April	42,190.23	12,412.19	54,602.42	16,797.42	15,303.13	32,100.55	36,864.88	17,320.95	54,185.83
May	57,515.65	7,642.78	65,158.43	27,166.04	11,165.32	38,331.36	52,922.62	11,754.30	64,676.92
June	41,309.72	7,991.20	49,300.92	6,360.37	7,578.23	13,938.60	29,791.87	9,730.26	39,522.13
July	88,027.62	10,550.91	98,578.53	6,968.40	8,306.53	15,274.93	59,368.65	11,785.14	71,153.79
August	171,766.05	16,123.58	187,889.63	16,782.57	9,547.34	26,329.91	117,835.23	16,043.29	133,878.52
September			-			-			-
October			-			-			-
November			-			-			-
December			-			-			-
Total	561,454.76	78,214.00	639,668.76	136,100.69	81,533.48	217,634.17	435,943.81	99,835.70	535,779.51

County Sales Tax

	2020	2021	2022	2023	2024	2025 % Change	5yr. Average	
January	6,854.79	16,723.50	18,815.24	18,426.92	18,750.01	24,472.19	23.38%	19,437.57
February	22,860.78	19,987.28	25,634.49	29,745.98	32,738.05	40,143.75	18.45%	29,649.91
March	14,595.18	16,402.87	20,922.98	20,542.77	30,763.23	27,042.88	-13.76%	23,134.95
April	15,280.29	15,820.09	26,540.36	21,934.71	23,895.98	32,100.55	25.56%	24,058.34
May	12,778.47	24,773.54	43,984.48	41,544.42	34,047.62	38,331.36	11.18%	36,536.28
June	9,946.40	17,549.36	10,146.13	17,053.96	15,760.40	13,938.60	-13.07%	14,889.69
July	17,737.22	13,668.65	21,647.93	14,730.22	18,218.92	15,274.93	-19.27%	16,708.13
August	10,921.79	32,028.49	26,943.45	25,208.63	23,801.21	26,329.91	9.60%	26,862.34
September	21,745.79	30,048.75	29,774.28	61,264.92	38,301.27		-59.96%	36,227.00
October	18,726.14	29,953.36	34,135.62	44,727.88	38,164.64		-17.20%	33,141.53
November	17,785.19	29,182.27	30,541.07	32,071.57	34,467.94		6.95%	28,809.61
December	17,476.46	19,698.95	17,991.84	20,435.59	28,700.41		28.80%	20,860.65
Total	186,708.50	265,837.11	307,077.87	347,687.57	337,609.68	217,634.17	-2.99%	250,430.44
 Year to Date	110,974.92	156,953.78	194,635.06	189,187.61	197,975.42	217,634.17	4.44%	

Emergency Services Sales Tax

	2020	2021	2022	2023	2024	2025	% Change	5-Year Ave.
January	22,081.29	35,673.96	42,007.94	38,798.45	41,271.81	46,478.30	11.20%	40,846.09
February	38,888.47	40,698.37	51,602.55	49,470.71	52,821.73	72,282.97	26.92%	46,696.37
March	30,899.33	39,142.28	64,129.75	50,505.67	54,231.68	53,601.05	-1.18%	47,781.74
April	32,992.58	39,017.29	54,305.90	50,263.76	55,911.99	54,185.83	-3.19%	46,498.30
May	28,328.62	53,200.16	64,390.89	66,881.55	65,309.31	64,676.92	-0.98%	55,622.11
June	20,323.77	38,209.24	36,187.24	70,348.73	37,965.02	39,522.13	3.94%	40,606.80
July	29,408.23	54,965.11	58,069.60	36,858.14	68,828.78	71,153.79	3.27%	49,625.97
August	62,795.11	139,369.81	119,039.47	131,561.66	130,124.77	133,878.52	2.80%	116,578.16
September	120,650.92	164,773.79	154,524.58	198,918.58	181,512.35		-9.59%	164,076.04
October	108,852.60	139,222.51	142,140.85	176,409.86	170,684.32		-3.35%	147,462.03
November	107,416.93	136,598.38	133,850.03	167,528.30	164,521.88		-1.83%	141,983.10
December	63,130.77	93,550.49	84,746.99	90,930.59	98,499.14		6.80%	75,551.76
Total	665,768.62	974,421.39	1,004,995.79	1,128,476.00	1,121,682.78	535,779.51	10.94%	757,424.56
Year to Date	265,717.40	440,276.22	489,733.34	494,688.67	506,465.09	535,779.51	5.47%	

	Town Sales Tax							
	2020	2021	2022	2023	2024	2025	% Change	5-Year Ave.
January	28,417.92	40,358.55	48,401.82	43,654.63	47,289.18	49,897.93	5.23%	45,920.42
February	39,259.76	45,122.36	56,934.96	49,412.31	51,782.22	75,516.52	31.43%	48,502.32
March	34,763.49	46,228.85	81,691.27	56,271.57	56,013.09	58,724.38	4.62%	54,993.65
April	37,422.14	46,611.62	60,354.74	58,492.54	65,569.02	54,602.42	-20.08%	53,690.01
May	24,839.85	60,352.89	59,047.63	65,473.02	70,454.07	65,158.43	-8.13%	56,033.49
June	22,518.84	43,589.40	41,669.35	95,511.31	44,987.59	49,300.92	8.75%	49,655.30
July	29,239.56	74,281.24	71,269.47	44,246.65	91,914.29	98,578.53	6.76%	62,190.24
August	90,106.11	190,977.70	163,532.09	185,303.71	184,418.15	187,889.63	1.85%	162,867.55
September	170,982.30	233,606.46	217,481.13	257,025.50	252,137.38		-1.94%	211,674.07
October	155,155.28	192,817.13	193,304.52	237,546.24	234,988.02		-1.09%	186,119.44
November	153,802.89	189,389.35	183,632.90	235,991.13	228,784.18		-3.15%	181,842.42
December	83,368.79	129,991.56	117,612.17	125,062.82	128,908.45		2.98%	104,202.02
TOTAL	869,876.93	1,293,327.11	1,294,932.05	1,453,991.43	1,457,245.65	639,668.76	10.94%	1,016,146.51
Year to Date	306,567.67	547,522.61	582,901.33	598,365.74	612,427.61	639,668.76	4.26%	

Remote Town Sales Tax - Month Collected							
	2019	2020	2021	2022	2023	2024	2025
January	226.94	2,665.41	7,137.41	18,727.85	6,501.09	8,786.68	7,839.09
February	49,386.28	5,252.72	6,744.78	7,164.49	9,212.54	7,908.51	12,412.19
March	894.21	4,049.16	10,221.18	9,734.40	10,861.19	10,017.48	7,642.78
April	852.39	5,391.71	6,870.33	7,026.64	13,421.87	9,677.17	7,991.20
May	2,696.78	4,983.35	9,701.78	7,962.66	10,946.74	8,206.97	10,550.91
June	3,444.00	7,827.11	13,826.19	17,869.99	11,026.74	19,310.02	16,123.58
July	2,981.52	11,801.24	16,736.42	14,542.52	17,609.67	17,482.28	-
August	2,652.50	12,441.45	14,756.06	12,933.86	17,151.81	15,229.30	-
September	2,286.57	10,544.18	12,717.24	10,280.87	19,902.65	17,674.29	-
October	2,018.43	8,487.00	27,347.76	17,708.75	12,234.15	10,799.04	-
November	2,827.77	5,994.61	9,195.92	7,803.27	8,035.89	7,839.09	-
December	4,688.76	7,310.95	12,788.01	8,628.52	7,962.05	75,516.52	-
TOTAL	74,956.15	86,748.89	148,043.08	140,383.82	144,866.39	208,447.35	62,559.75
YTD	57,500.60	30,169.46	54,501.67	68,486.03	61,970.17	63,906.83	62,559.75

Remote Emergency Services Sales Tax - Month Collected							
	2019	2020	2021	2022	2023	2024	2025
January	167.86	4,051.74	6,735.19	15,300.16	8,540.81	10,191.52	9,364.34
February	30,969.48	6,049.12	6,019.09	7,896.61	9,898.07	10,510.73	17,320.95
March	809.27	4,560.71	9,322.30	18,724.25	11,995.67	12,374.89	11,754.30
April	628.71	5,443.90	7,699.31	7,612.23	12,796.80	11,184.17	9,730.26
May	1,892.28	4,857.16	9,945.76	8,646.96	11,014.56	10,659.57	11,785.14
June	2,570.26	6,471.47	13,577.53	15,552.84	12,673.34	12,067.98	16,043.29
July	2,405.48	10,111.26	15,600.53	12,826.79	18,240.81	21,004.93	-
August	3,702.92	10,307.22	13,290.24	11,943.37	17,832.36	16,132.43	-
September	2,075.54	9,243.47	11,926.06	10,941.10	18,060.82	17,416.23	-
October	1,780.63	7,604.14	20,488.41	15,185.16	12,416.81	12,932.56	-
November	2,348.89	5,585.20	10,295.36	9,707.69	10,872.26	11,392.64	-
December	8,712.17	7,274.58	12,263.74	10,394.20	11,298.39	72,282.97	-
TOTAL	58,063.49	81,559.97	137,163.52	144,731.36	155,640.70	218,150.62	75,998.28
YTD	37,037.86	31,434.10	53,299.18	73,733.05	66,919.25	66,988.86	75,998.28

Remote County Sales Tax - Month Collected							
	2019	2020	2021	2022	2023	2024	2025
January	41.21	3,806.85	3,628.40	5,753.99	7,165.10	7,520.80	8,284.29
February	84.44	4,410.17	2,876.38	5,470.91	6,625.40	8,909.76	15,303.13
March	398.52	3,236.13	4,696.12	20,226.35	8,333.13	9,783.63	11,165.32
April	151.91	3,304.40	5,449.37	3,221.41	7,054.33	8,218.67	7,578.23
May	325.95	2,775.50	6,212.46	5,873.38	6,677.71	8,849.45	8,306.53
June	661.74	2,510.43	7,899.27	7,016.18	9,251.92	6,038.92	9,547.34
July	861.00	4,350.51	8,226.05	5,981.69	11,577.52	16,127.79	-
August	1,050.42	4,023.33	6,509.70	6,176.77	11,381.82	10,584.26	-
September	1,028.90	4,221.36	6,365.70	7,226.03	8,996.53	10,193.49	-
October	825.95	3,659.87	5,435.83	6,589.09	7,634.04	9,894.40	-
November	924.35	2,933.00	7,277.72	7,730.04	9,360.85	10,390.32	-
December	9,228.08	4,317.03	6,835.25	8,003.28	10,116.56	40,143.75	-
TOTAL	15,582.47	43,548.58	71,412.25	89,269.12	104,174.91	146,655.24	60,184.84
YTD	1,663.77	20,043.48	30,762.00	47,562.22	45,107.59	49,321.23	60,184.84

Total Remote Sales Tax - Month Collected							
	2019	2020	2021	2022	2023	2024	2025
January	436.01	10,524.00	17,501.00	39,782.00	22,207.00	26,499.00	25,487.72
February	80,440.20	15,712.01	15,640.25	20,532.01	25,736.01	27,329.00	45,036.27
March	2,102.00	11,846.00	24,239.60	48,685.00	31,189.99	32,176.00	30,562.40
April	1,633.01	14,140.01	20,019.01	17,860.28	33,273.00	29,080.01	25,299.69
May	4,915.01	12,616.01	25,860.00	22,483.00	28,639.01	27,715.99	30,642.58
June	6,676.00	16,809.01	35,302.99	40,439.01	32,952.00	37,416.92	41,714.21
July	6,248.00	26,263.01	40,563.00	33,351.00	47,428.00	54,615.00	-
August	7,405.84	26,772.00	34,556.00	31,054.00	46,365.99	41,945.99	-
September	5,391.01	24,009.01	31,009.00	28,448.00	46,960.00	45,284.01	-
October	4,625.01	19,751.01	53,272.00	39,483.00	32,285.00	33,626.00	-
November	6,101.01	14,512.81	26,769.00	25,241.00	28,269.00	29,622.05	-
December	22,629.01	18,902.56	31,887.00	27,026.00	29,377.00	187,943.24	-
TOTAL	148,602.11	211,857.44	356,618.85	374,384.30	404,682.00	573,253.21	198,742.87
YTD	96,202.23	81,647.04	138,562.85	189,781.30	173,997.01	180,216.92	198,742.87

6 YEAR TOTAL 2,069,397.91

	2020	2021	2022	2023	2024	2025 % Change	5 yr. Average		40% Tourist Promotion	40% Affordable Housing	20% Enhanced Experience
January	3,729.44	543.94	1,034.65	8,688.65	866.92	6,549.01	655.43%	3,536.63	2,619.60	2,619.60	1,309.80
February	14,088.47	20,282.97	17,982.00	21,651.33	21,463.00	16,480.42	-23.21%	19,571.94	6,592.17	6,592.17	3,296.08
March	454.00	660.00	11,775.69	5,698.15	209.00	363.00	73.68%	3,741.17	145.20	145.20	72.60
April	-	1,489.56	1,091.00	68.78	729.34	173.27	-76.24%	675.74	69.31	69.31	34.65
May	14,069.00	30,651.70	31,766.09	30,512.00	37,272.00	65.15	-99.83%	28,854.16	26.06	26.06	13.03
June	300.40	1,007.32	1,525.85	3,654.58	0.00	31,859.17	0.00%	1,297.63	12,743.67	12,743.67	6,371.83
July	573.00	11,854.90	2,241.00	663.85	1,906.05	659.93	-65.38%	3,447.76	263.97	263.97	131.99
August	13,978.56	57,659.81	31,076.00	26,017.87	28,103.94	25,436.99	-9.49%	31,367.24	10,174.80	10,174.80	5,087.40
September	139.00	248.50	718.26	1,596.58	2,722.34		70.51%	1,084.94	-	-	-
October	780.48	1,346.59	1,473.79	683.55	18,384.37		2589.54%	4,533.76	-	-	-
November	58,396.70	76,493.41	71,800.28	70,496.20	82,095.76		16.45%	71,856.47	-	-	-
December	1,918.52	3,364.85	2,534.04	2,331.79	2,299.41		-1.39%	2,387.91	-	-	-
Total	\$ 108,427.57	\$ 205,603.55	\$ 175,018.65	\$ 172,063.33	\$ 196,052.13	\$ 81,586.94	13.94%	152,148.20	32,634.78	32,634.78	16,317.39
Year to Date	47,192.87	124,150.20	98,492.28	96,955.21	90,550.25	81,586.94	-9.90%				

Fund Status Report

San Juan County

Report Selection Criteria:
 Selected Fund Type: ALL
 Include Encumbrances? NO
 Include Pri Yr Liabilities? NO
 Printed in Alpha by Fund Name? NO
 Exclude Additional Cash? NO
 Include Pending Cash? NO

Fiscal Year: 2025
From Date: 7/1/2025
From Period: 7
Thru Date: 7/31/2025
To Period: 7
Option: Period
 Exclude Transfers Breakdown? NO

Selected Funds :

	Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
General Fund (01)					
010 - COUNTY GENERAL FUND	\$1,785,479.19	\$392,984.19	(\$506,173.06)	\$0.00	\$1,672,290.32
020 - COUNTY ROAD & BRIDGE	\$386,037.14	\$78,140.60	(\$166,890.11)	\$0.00	\$297,287.63
030 - CONTINGENT FUND	\$54,554.94	\$0.00	\$0.00	\$0.00	\$54,554.94
035 - AMENDMENT 1-EMERGENCY FUN	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00
040 - SOCIAL SERVICE FUND	\$93,602.54	\$53,285.09	(\$31,345.88)	\$0.00	\$115,541.75
045 - AFFORDABLE HOUSING FUND	\$405,398.82	\$14,890.71	\$0.00	\$0.00	\$420,289.53
050 - CONSERVATION TRUST	\$15,796.88	\$31.85	\$0.00	\$0.00	\$15,828.73
051 - LODGING TAX FUND	\$375,784.60	\$659.93	\$0.00	\$0.00	\$376,444.53
052 - TOURISM BOARD FUND	\$5,235.80	\$0.20	(\$2,645.00)	\$0.00	\$2,591.00
055 - NOXIOUS WEED FUND	\$11,896.78	\$0.00	\$0.00	\$0.00	\$11,896.78
060 - TOWN OF SILVERTON	\$0.00	\$64,018.21	(\$63,890.29)	\$0.00	\$127.92
070 - DURANGO FIRE PROTECTION DIS	\$0.00	\$13,038.86	(\$13,038.86)	\$0.00	\$0.00
080 - SOUTHWEST WATER CONSERVAT	\$0.00	\$3,668.72	(\$3,668.72)	\$0.00	\$0.00
090 - ADVERTISING FEES	\$12,468.40	\$0.00	\$0.00	\$0.00	\$12,468.40
100 - REDEMPTION	\$380.08	\$0.00	\$0.00	\$0.00	\$380.08
110 - SCHOOL GENERAL	\$0.00	\$146,385.44	(\$146,385.44)	\$0.00	\$0.00
116 - SCHOOL BOND	\$0.00	\$11,989.33	(\$11,989.33)	\$0.00	\$0.00
200 - SPECIAL ASSESSMENTS	\$4,240.20	\$0.00	\$0.00	\$0.00	\$4,240.20
210 - 911 AUTHORITY	\$100,622.51	\$4,466.26	(\$3,256.16)	\$0.00	\$101,832.61
220 - TREASURER'S FEES	\$23,038.05	\$20.00	\$0.00	\$0.00	\$23,058.05
230 - ASSESSOR'S PENALTY	\$5,548.41	\$0.00	\$0.00	\$0.00	\$5,548.41
240 - TREASURER'S DEEDS/FORECLOS	\$13,985.38	\$1,243.79	(\$1,467.19)	\$0.00	\$13,761.98
250 - CLERK TECHNOLOGY FEES	\$6,055.40	\$78.00	\$0.00	\$0.00	\$6,133.40
260 - ADMIN FEE	\$2,698.42	\$0.00	\$0.00	\$0.00	\$2,698.42
270 - PEAK INVESTMENTS	\$65,573.80	(\$81.61)	\$0.00	\$0.00	\$65,492.19
280 - ABATEMENTS	(\$2,333.91)	\$0.00	\$0.00	\$0.00	(\$2,333.91)

Fund Status Report

San Juan County

Report Selection Criteria:
 Selected Fund Type: ALL
 Include Encumbrances? NO
 Include Pri Yr Liabilities? NO
 Printed in Alpha by Fund Name? NO
 Exclude Additional Cash? NO
 Include Pending Cash? NO

Fiscal Year: 2025
From Date: 7/1/2025
From Period: 7
Thru Date: 7/31/2025
To Period: 7
Option: Period
 Exclude Transfers Breakdown? NO

Selected Funds :

	Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
300 - ESCROW-AMBULANCE	\$105,708.39	\$93.62	\$0.00	\$0.00	\$105,802.01
350 - ESCROW-COMPUTER EQUIP	\$4,772.39	\$18.81	\$0.00	\$0.00	\$4,791.20
360 - ASSESSOR/TREASURER ESCROW	\$4,119.32	\$26.50	\$0.00	\$0.00	\$4,145.82
400 - ESCROW-GRAVEL	\$151,061.78	\$42.32	\$0.00	\$0.00	\$151,104.10
410 - COUNTY BARN ESCROW	\$65,686.83	\$196.22	\$0.00	\$0.00	\$65,883.05
420 - ROAD EQUIP PURCHASE ESCROW	\$13,251.16	\$209.90	\$0.00	\$0.00	\$13,461.06
430 - LOST 4-WHEELERS ESCROW	\$4,409.92	\$14.11	\$0.00	\$0.00	\$4,424.03
440 - SEARCH & RESCUE ESCROW	\$26,900.18	\$60.69	\$0.00	\$0.00	\$26,960.87
450 - COURTHOUSE ESCROW	\$159,978.87	\$1,870.90	\$0.00	\$0.00	\$161,849.77
460 - MSI ESCROW	\$40,168.22	\$0.00	\$0.00	\$0.00	\$40,168.22
470 - EMERGENCY PREPAREDNESS	\$3,333.92	\$30.35	\$0.00	\$0.00	\$3,364.27
500 - HISTORICAL ARCHIVES ESCROW	\$675.84	\$8.98	\$0.00	\$0.00	\$684.82
550 - ASPHALT ESCROW	\$107,153.89	\$312.07	\$0.00	\$0.00	\$107,465.96
570 - FOREST RESERVE ESCROW	\$139,258.39	\$0.00	\$0.00	\$0.00	\$139,258.39
590 - EMERGENCY SERVICES SALES TA	\$2,183,145.72	\$71,153.79	\$0.00	\$0.00	\$2,254,299.51
600 - FIRE TRUCK FUND	\$110,470.22	\$269.74	\$0.00	\$0.00	\$110,739.96
650 - LAND USE ESCROW	\$84,307.66	\$117.99	\$0.00	\$0.00	\$84,425.65
700 - WORKFORCE HOUSING ESCROW	\$122,404.67	\$65.41	\$0.00	\$0.00	\$122,470.08
750 - ESCROW-SHERIFF VEHICLE	\$40,706.03	\$30.78	\$0.00	\$0.00	\$40,736.81
800 - PUBLIC TRUSTEE	\$210.00	\$433.00	(\$253.00)	\$0.00	\$390.00
810 - SPECIFIC OWNERSHIP TAX	\$38,603.68	\$18,015.81	(\$38,603.69)	\$0.00	\$18,015.80
820 - TAX HOLDING FUND	\$405,886.93	\$171,288.81	(\$387,789.65)	\$0.00	\$189,386.09
900 - ADVANCED COLLECTIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
950 - WEST SIDE SPECIAL IMP. DISTRIC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
960 - HOSPITAL GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* Fund Type Total *	\$7,208,277.44	\$1,049,079.37	(\$1,377,396.38)	\$0.00	\$6,879,960.43

Fund Status Report

San Juan County

Report Selection Criteria: Selected Fund Type: ALL
Include Encumbrances? NO
Include Pri Yr Liabilities? NO
Printed in Alpha by Fund Name? NO
Exclude Additional Cash? NO
Include Pending Cash? NO
Fiscal Year: 2025
From Date: 7/1/2025
From Period: 7
Thru Date: 7/31/2025
To Period: 7
Option: Period
Exclude Transfers Breakdown? NO

Selected Funds :

	Beginning Balance	Receipts	Disbursements	Transfers	Ending Balance
* Report Total *	\$7,208,277.44	\$1,049,079.37	(\$1,377,396.38)	\$0.00	\$6,879,960.43

San Juan County

Composition of Cash Balances and Investments

As Of: 7/31/2025 Including Account Details

	Net Bank Balance	Investments	Cash on Hand/ In Transit	Total
<i>Cash and Cash Items</i>				
CASH ON HAND				
Cash on Hand	\$0.00	\$0.00	\$200.00	\$200.00
CASH ON HAND:	\$0.00	\$0.00	\$200.00	\$200.00
<i>Demand and Time Deposits</i>				
ALPINE BANK				
FEE COLLECTION ACCOUNT Checking	\$13,496.38	\$0.00	\$0.00	\$13,496.38
BILL PAY ACCOUNT Checking	\$0.00	\$0.00	\$0.00	\$0.00
ALPINE BANK:	\$13,496.38	\$0.00	\$0.00	\$13,496.38
CITIZENS STATE BANK				
Tourism Fund Checking	\$2,713.39	\$0.00	\$0.00	\$2,713.39
Affordable Housing Checking	\$438,905.96	\$0.00	\$0.00	\$438,905.96
911 Authority Checking Checking	\$102,176.68	\$0.00	\$0.00	\$102,176.68
General Checking Checking	\$3,661,359.17	\$0.00	\$0.00	\$3,661,359.17
CITIZENS STATE BANK:	\$4,205,155.20	\$0.00	\$0.00	\$4,205,155.20

OPINION: OPINION COLUMNS

Opinion: 10 years after Gold King mine spill, the Superfund site is not making a difference in southwestern Colorado

Despite spending tens of millions of dollars, the EPA work hasn't amounted to much of a change for the Animas River and surrounding mining district



Peter Butler

1:30 AM MDT on Jul 31, 2025

Tuesday, Aug. 5, marks the 10th anniversary of the Gold King mine release above Silverton when EPA contractors accidentally released **3 million gallons of metal-laden water** backed up in the mine into a tributary of the Animas River.

By the next day, released metals turned the Animas River bright yellow-orange, and photos of the river were popping up on all national news networks. Metal-infused water flowed through New Mexico, Utah and three Indian reservations down to Lake Powell.

While the release caused economic impacts, the **environmental damage turned out to be minimal**. EPA marshalled significant resources in response, **spending \$30 million over the following year**. They monitored the environmental impacts of the release, stabilized the Gold King entrance, installed a flow-through bulkhead in the mine, and laid pipe to carry the mine drainage to a quickly constructed treatment plant.

A year after the release, 46 abandoned and inactive mines and two study areas above Silverton were designated as the Bonita Peak Mining District, or BPMD, Superfund site. Since the designation, I conservatively estimate EPA has spent an additional \$110 million, not including legal costs. EPA has not released estimates themselves for years, stating that with multiple funding sources, they don't have a clear picture of how much has been spent. I've stated my estimate several times in public meetings with EPA and have received no pushback.

Overall, EPA has spent an estimated \$140 million over the last 10 years, and other than continuous treatment of the Gold King drainage, nothing has been done to significantly

improve water quality in the Animas River.

In addition to treatment, EPA spending has included characterizing environmental issues related to mining throughout the watershed and mitigating minimal human health concerns at several informal camping areas. They have undertaken maintenance-type projects at a dozen sites where metals could be released to streams. The most significant project is the continuing construction of a large, permanent repository for sludge from the treatment plant.

* MORE IN OPINION

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1:30 AM MDT on Jul 31, 2025

Prior to the Gold King release, a large group of stakeholders had worked for 20 years to characterize instream water quality and metal sources from over a 100 mine sites in the basin. Those sites were prioritized for clean up and several dozen projects were completed.

Data from one major tributary showed 80%-95% reductions for priority metals. Two stream segments now support trout that previously had not, all with far less funding than EPA has spent. Unfortunately, the stakeholders couldn't address the worst sites because of liability and funding issues.

The Superfund process is primarily designed to support litigation and extract revenue from potentially responsible parties, or PRP's, not to effectuate quick and efficient environmental cleanup. Deep-pocketed PRP's can be held liable for all environmental damage at a site, not just what they may have caused directly.

Data collection and remedial actions are extensively planned and documented to withstand court challenges. EPA investigates a broad range of parameters, regardless if they are thought to exist, and follows the evidence wherever it leads, not unlike a well-funded special prosecutor.

Several years ago, an unusual **\$90 million settlement** for the BPMD was finalized by all the major PRP's. Because of the Bureau of Land Management and U.S. Forest Service's liability for mine sites on public lands and EPA's liability for the Gold King release, the

federal government and a major mining company each contributed half of the funding, **indicating equal liability**.

So far, the Superfund cleanup has been slow and costly with little environmental benefit other than treating the Gold King drainage. EPA staff working on site are nice, hard-working people caught up in a process that fosters inefficiency. Their small number makes them heavily dependent on large, high-priced consulting firms incentivized to generate more billable hours. **Cutting EPA staff** and resources will not improve efficiency. It will simply slow the pace of cleanup.

In addition to the inherent inefficiencies of Superfund, lack of environmental progress at the BPMD can be attributed to site-specific issues. Some of EPA's **site goals** are vague and open-ended, allowing for tangential studies and projects. EPA listed many relatively inconsequential mine sites throughout the 146-square-mile basin that they were then obligated to work on. Some of the listed mine sites lie on federal lands, and the managing agencies' perspectives in terms of remediation differ from EPA's.

After the Gold King release, Superfund was touted to the local community as the solution to abandoned mine issues in the Animas River Basin, and EPA has committed substantial resources to this site. Unfortunately, any real progress in improving water quality appears to be years away. This Superfund site continues to plod along like many other sites around the country.

Peter Butler, of Durango, is the former coordinator of the Animas River Stakeholders Group, has a Ph.D. in natural resource policy, and has been involved with Colorado water issues for 40 years.

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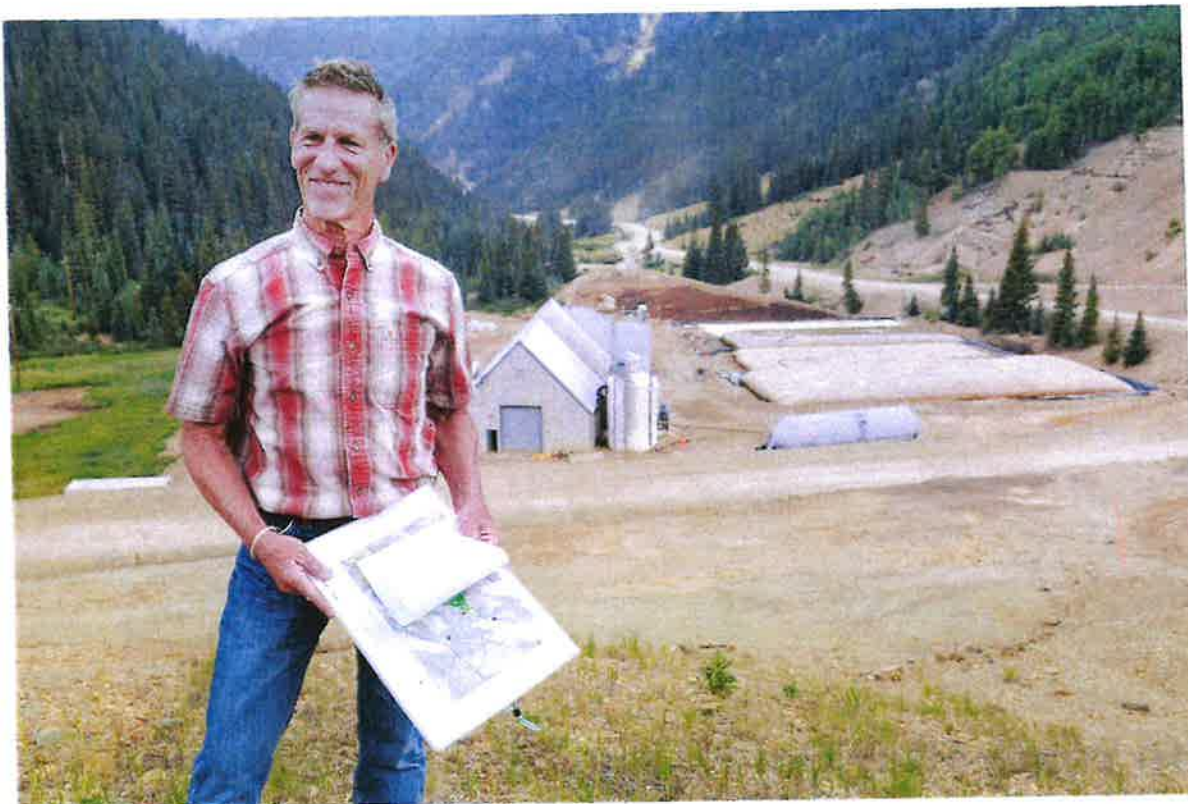
Regional News

10 years after Gold King Mine Spill, locals reflect on need for patience

EPA cleanup efforts continue at Bonita Peak Superfund site; some wonder if there's been progress

By Jessica Bowman Herald Staff Writer

Sunday, Aug 3, 2025 5:00 AM



Ty Churchwell, mining coordinator for Trout Unlimited and secretary for the Community Advisory Fund, talks Wednesday about how the Gold King treatment plant was built in a couple of months and up and running after the Gold King Mine spill in 2015 about 3 miles north of Silverton. (Jerry McBride/Durango Herald)

Jerry McBride



SILVERTON – The streets of Silverton buzz with summer tourists in late July. Passengers disembark from the Durango & Silverton Narrow Gauge Railroad, duck into gift shops, sip beers at saloons and snap photos of the jagged peaks that surround the historic mining town.

Few are thinking about the Gold King Mine spill, even as its 10-year anniversary approaches.

Even locals living near the Bonita Peak Mining District Superfund site – created in the wake of the 2015 disaster – rarely dwell on it.

Invisible no longer

On Aug. 5, 2015, Environmental Protection Agency contractors breached a collapsed mine entrance at the Gold King Mine. About 3 million gallons of acidic mine drainage laced with heavy metals poured into Cement Creek, sending a plume of orange water down the Animas and San Juan rivers before settling in Lake Powell over a week later.



Water from the Gold King spill runs near Bakers Bridge on Aug. 8, 2016. (Jerry McBride/Durango Herald file)

Jerry McBride



Images of the Animas River colored a toxic, synthetic-looking shade of orange-rust made international headlines and drew the globe's attention to Silverton and the legacy of environmental contamination left by the mining boom in the West.

"It was a literal tsunami of not only national, but international press," said DeAnne Gallegos, spokesperson for San Juan County, Colorado.

In days following, it was confirmed that the actual environmental damage was minor. No fish died and the water quality retained no long-term effects.

"It was more of a visual emergency than it was a real environmental disaster," said Ty Churchwell, mining coordinator for Trout Unlimited and secretary for the Community Advisory Fund.



Water from the Gold King Mine flows into settling ponds on Wednesday before entering the Gold King treatment plant, which is about 3 miles north of Silverton. (Jerry McBride/Durango Herald)

Jerry McBride



The spill, he and others said, brought long-overdue attention to an invisible crisis: the legacy pollution from hundreds of abandoned and inactive mines discharging heavy metals into the watershed year-round. "It wasn't a fish killer, but yes, people were impacted," Churchwell said. "Businesses shut down. Tourism slowed. Tribes were hurt."

A catalyst for cleanup

The immediate response was marked by uncertainty and concern – not only for the environment, but for the community's reputation and economy, said Anthony Edwards, Silverton's representative on the Community Advisory Group.

In the months following, Silverton's leaders wrestled with whether to accept a Superfund designation, a term considered to be politically fraught in the tourism-dependent town.

The spill pushed the region's move toward the unanimous acceptance of the Bonita Peak Mining District Superfund site designation a year later.

Many residents worried that a Superfund designation would bring disruption, recalling the experience of other mining towns where extensive cleanup efforts had upended daily life and threatened tourism.

Still, the community took proactive steps to educate itself and advocate for its interests, which proved a turning point.

Local leaders studied the experiences of other Superfund towns, distributed books about environmental cleanups, and sent a detailed letter to state and federal officials outlining their concerns and recommendations, Edwards said.

That collaborative approach helped shape how the Superfund designation was implemented in Silverton: The cleanup efforts were kept outside town limits to minimize the potential negative effects.

It's been one of biggest successes in the years after the spill, said former Mayor Molly Barela. Silverton is not directly associated with the Superfund site or the presence of toxic pollutants.



Molly Barela, former Silverton mayor and business owner, talks Wednesday about the Gold King Mine spill 10 years later. (Jerry McBride/Durango Herald)

Jerry McBride



Several business owners said the memory of the spill is no longer on visitors' minds. All agreed it's rare for a customer to bring it up.

Gallegos said those successes are credited to the community's advocacy.

"It was kind of a dance of just trying to figure this out," she said. "And I've always said, once you sign up for a Superfund with a community, you are in a decades-long arranged marriage with a federal agency."

And despite early fears, the tourism industry did not experience the expected decline after the Superfund designation.

"In some ways, it's helped us," said Scott Fetchenhier, San Juan County commissioner and Silverton business owner. "We have EPA people staying in town. They're eating in the restaurants, buying liquor at the liquor store and stuff like that."

Since the designation, the EPA has completed surface water and soil sampling, built a water treatment plant below the Gold King Mine and prioritized about a dozen sites for early cleanup actions.



San Juan County Commissioner and business owner Scott Fatchenhier talks Wednesday about the Gold King Mine spill.
(Jerry McBride/Durango Herald)

Jerry McBride



Major stabilization work has been completed at the Red and Bonita Mine, and more than 80 waste piles have been assessed.

In recent years, the agency entered the remedial investigation phase – a comprehensive study to guide long-term cleanup decisions. Mitigation work has been completed or is nearly done at 21 of the 48 identified mine sites, according to the EPA's five-year review.

"They either redirected water around mine tailings or somehow made those sites less toxic to the environment," said Chara Ragland, chairwoman of the [Community Advisory Group](#).

The EPA also constructed a waste repository, which is now nearing completion after delays caused by a lapsed contractor agreement.



The waste repository that the Environmental Protection Agency constructed northeast of Silverton to handle the sludge left over from treating the water flowing out of the Gold King Mine is seen Wednesday. (Jerry McBride/Durango Herald)

Jerry McBride



Sludge, a byproduct of the Gold King Mine treatment plant, dries out on Wednesday at the plant about 3 miles north of Silverton. (Jerry McBride/Durango Herald)

Jerry McBride



The Gold King Mine remains the only site where contaminated water is actively treated. The water treatment plant, at the base of Bonita Peak near the American Tunnel, was built just months after the spill. It extracts metals such as lead and arsenic from the water and turns them into a solid sludge.

The treated versions of these metals are completely safe, Churchwell said. So safe that they could be disposed of at the Bondad Landfill if it weren't so costly to transport.

A long road and lingering criticisms

Despite nearly \$140 million spent, some locals question the pace and impact of the cleanup.

"In 10 years, what have they done? They've moved a lot of dirt," Barela said.

She and others pointed to the success of the now-defunct Animas River Stakeholders Group, a coalition of regional citizens and agencies that had made steady progress cleaning the watershed before the Superfund site was established.

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"That was everyone in the Four Corners – including the Southern Ute Tribe, Silverton and Durango – coming together," Gallegos said.

The Stakeholders Group dissolved after the Superfund designation and was restructured into the Community Advisory Group, the community's main point of contact with the EPA.

For some, the scope of the Superfund site feels too broad.

Of the 48 sites included in the Bonita Peak Mining District, just four – the Gold King, Red and Bonita, American Tunnel, and Mogul Mines – account for the majority of metal pollution, and only the Gold King is currently treated.

Fetchenhier said his original belief – that the Superfund should have focused solely on the most polluting mines – has only been reinforced.

The limits of the system

Churchwell and others say progress has been slow largely because of the limitations of the Superfund framework itself.

"It's the only legal mechanism by which we can clean up abandoned mines like this," he said. "Whether we like it or not, that's the tool. Without it, we'd just be nibbling at the edges."

Last year, the Good Samaritan Remediation of Abandoned Hardrock Mines Act of 2024 – aimed at addressing pollution from smaller mines not covered under the Comprehensive Environmental Response, Compensation, and Liability Act – was signed into law.

Originally introduced in 1999, the legislation allows eligible parties, or "Good Samaritans," to obtain remediation permits for abandoned mines where no responsible party remains to be held accountable for the cleanup.

Previously, any entity that attempted to clean up historic mines with ongoing acid or heavy metal drainage assumed full legal liability for the pollution. The Act provides liability protections to such entities to encourage remediation efforts at these neglected sites.

Churchwell credited the final passage of the Act to the attention the 2015 Gold King Mine spill brought to the issue of hard rock mine contamination and the limited legal tools available to address it.



While the law offers an important alternative mechanism for mine cleanup, Churchwell said it only complements the work being done under the Bonita Peak Superfund designation.

Mine sites already included in a Superfund are not eligible for Good Samaritan permits.

But that is still not nearly enough, Edwards said.

"The Superfund program, as currently designed, isn't always a good fit for Western mining districts with complex land ownership and environmental issues," he said. "We need a better way to clean our watersheds without imposing unnecessary burdens on local communities."

There's bipartisan support for addressing the legacy of mining in the West, he said. But small towns like Silverton often lack the population, and subsequent political power to drive timely change.

Meanwhile, concerns about the stability of the program are mounting. Several CAG members cited federal workforce reductions and political uncertainty as major threats to continued progress.

"They were supposed to have the repository finished at the beginning of this summer," Ragland said. "That didn't happen because they couldn't get a contract signed."



Water from the Gold King Mine flows into settling ponds on Wednesday before entering the Gold King treatment plant that is about 3 miles north of Silverton. (Jerry McBride/Durango Herald)

Jerry McBride



Looking ahead: A decade of patience

Still, there are signs of improvement. Fish have returned to stretches of Mineral Creek where none lived before.

"This is a long-term project for a lot of us," Ragland said. "The idea that the EPA should have swooped in and fixed everything in 10 years is unrealistic."

Fetchenhier put it more bluntly: "The federal government ain't gonna get anything done quickly."

Even so, many in Silverton remain committed to the process, however imperfect.

"If you could sum up the last 10 years in one word," Fetchenhier said, "it'd be 'patience.'"

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102-year-old flume collapses near Cascade Creek

Terrain and tree damage, landslide, forest closures reported

By Elizabeth Pond Herald Staff Writer

Friday, Aug 1, 2025 11:42 AM **Updated Friday, Aug. 1, 2025 5:51 PM**



A flume collapsed near Cascade Creek in early June, causing terrain damage and threatening power line structures. (Courtesy of San Juan National Forest Facebook page, June 13).

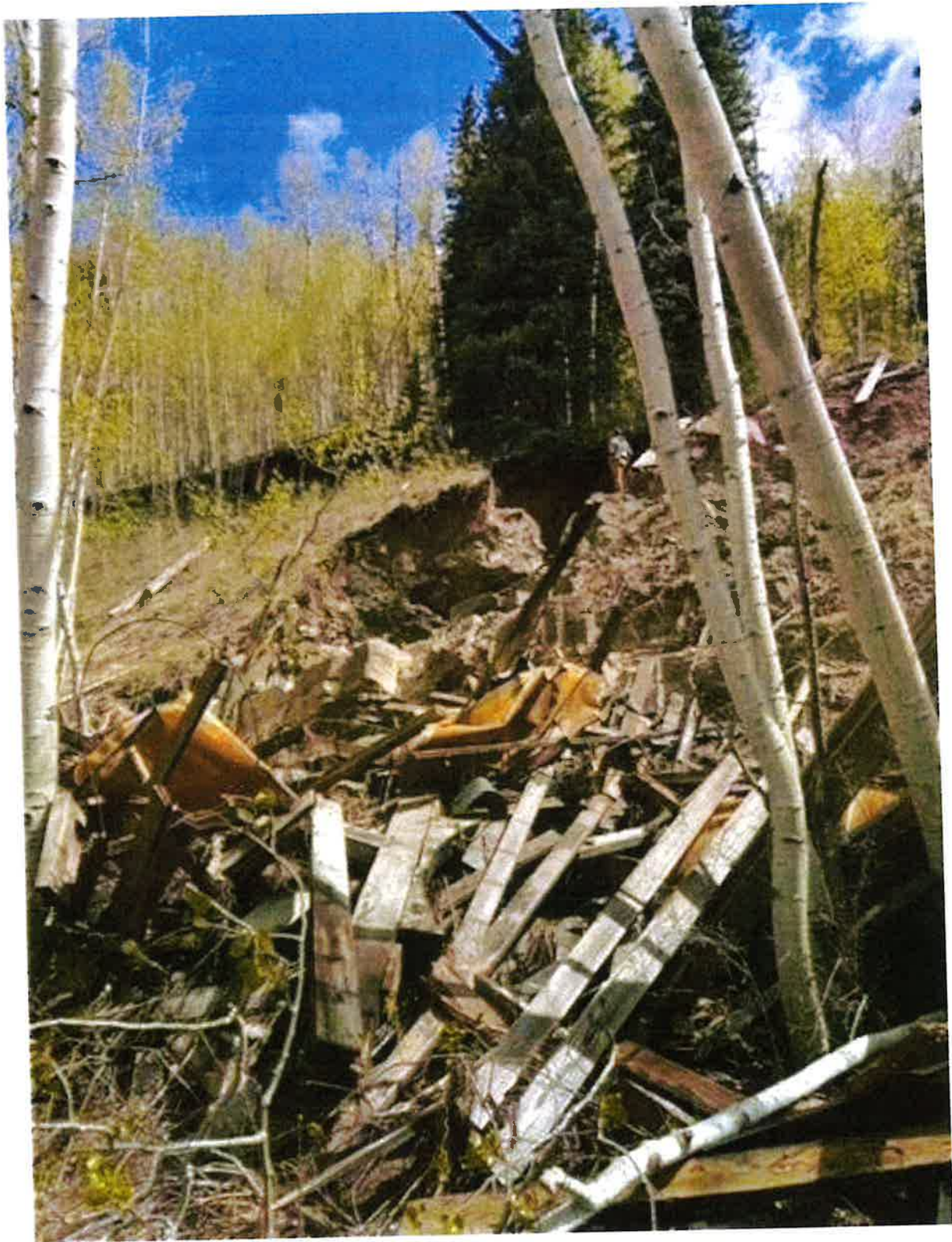
A 102-year-old wooden flume near Cascade Creek collapsed in June, causing a landslide, terrain and tree damage and forest closures.

Cleanup efforts by work crews were reportedly underway as of late June.

The flume, one of only two wooden flumes still being used for hydroelectric uses, follows a path between Durango and Silverton north of Purgatory Resort and west of Cascade Curve on U.S. Highway 550.

Water that escaped the damaged flume reportedly caused terrain erosion, which in turn caused even more of the supportive structure of the flume to collapse after the initial damage. Nearby power line support structures were reportedly also threatened by the flume damage.

A report on the official cause of the damage had not been completed by Xcel as of late July.



Water from a collapsed flume near Cascade Creek in early June caused terrain damage and threatened power line structures. (Courtesy of San Juan National Forest Facebook page, June 13).

A [closure notice](#) for a 51-acre section of national forest near the flume was released by the San Juan office of the U.S. Department of Agriculture and Forest Service on June 13.

"The recent failure of the flume resulted in infrastructure damage and a landslide that has destabilized the Described Area," the release said. "Concerns for public safety include loose debris, continuing flume degradation, falling trees, and any potential impacts or failures to or from the adjacent LPEA power transmission line."

According to the release, the area closure will remain in effect until November 2026, unless rescinded sooner.



La Plata County Electric Association Strategic Communications Officer Amanda Anderson said that while LPEA's involvement with the flume is limited to owning the transmission assets that deliver power to Xcel's facilities, LPEA has experienced some negative effects from the damage.

"With that facility currently out of commission, we are unable to transmit power through it, which results in lost revenue," she said.

Electra Lake water reserves have prevented the disruption of power delivery to nearby homes as of late July, but water flow to private properties below the Cascade Creek flume damage site could reportedly be impacted by the presence of debris.

"They're always working on the flume," said Carolyn Strong, a resident on Spruce Mesa Drive, which overlooks Electra Lake. "There's always something going on over there."

Strong said she has not noticed an impact to Electra Lake water levels or power supply to her home as of late July.

“My understanding is that the flume needs to be fully replaced now in order to get water pumping back to Electra Lake,” said Benedict Stoddard, a resident on Electra North Road.

The water path associated with the broken flume also works to generate hydroelectric power at the Tacoma Generating Station along the Animas River, after exiting Electra Lake.

Purgatory Resort, which leases water from Xcel for snowmaking purposes, said in a summer email news release that as of June 18, Xcel was “working closely with the USFS and FERC (Federal Energy Regulatory Commission) to repair the flume and restore water flow to Electra Lake as soon as possible” and that the over 100-year-old flume had “met the end of its useful life.”

The wooden flume – which is eligible, along with the pipeline, for a spot on the National Register of Historic Places, according to the U.S. Forest Service – has experienced other instances of leakage and damage over its long operational history; but none as detrimental as the June breakage.

Xcel Energy was unable to be reached for comment Friday.

epond@durangoherald.com

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Baker's Park Trail Celebration - August 23rd

1 message

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Thu, Jul 31, 2025 at 2:01 PM

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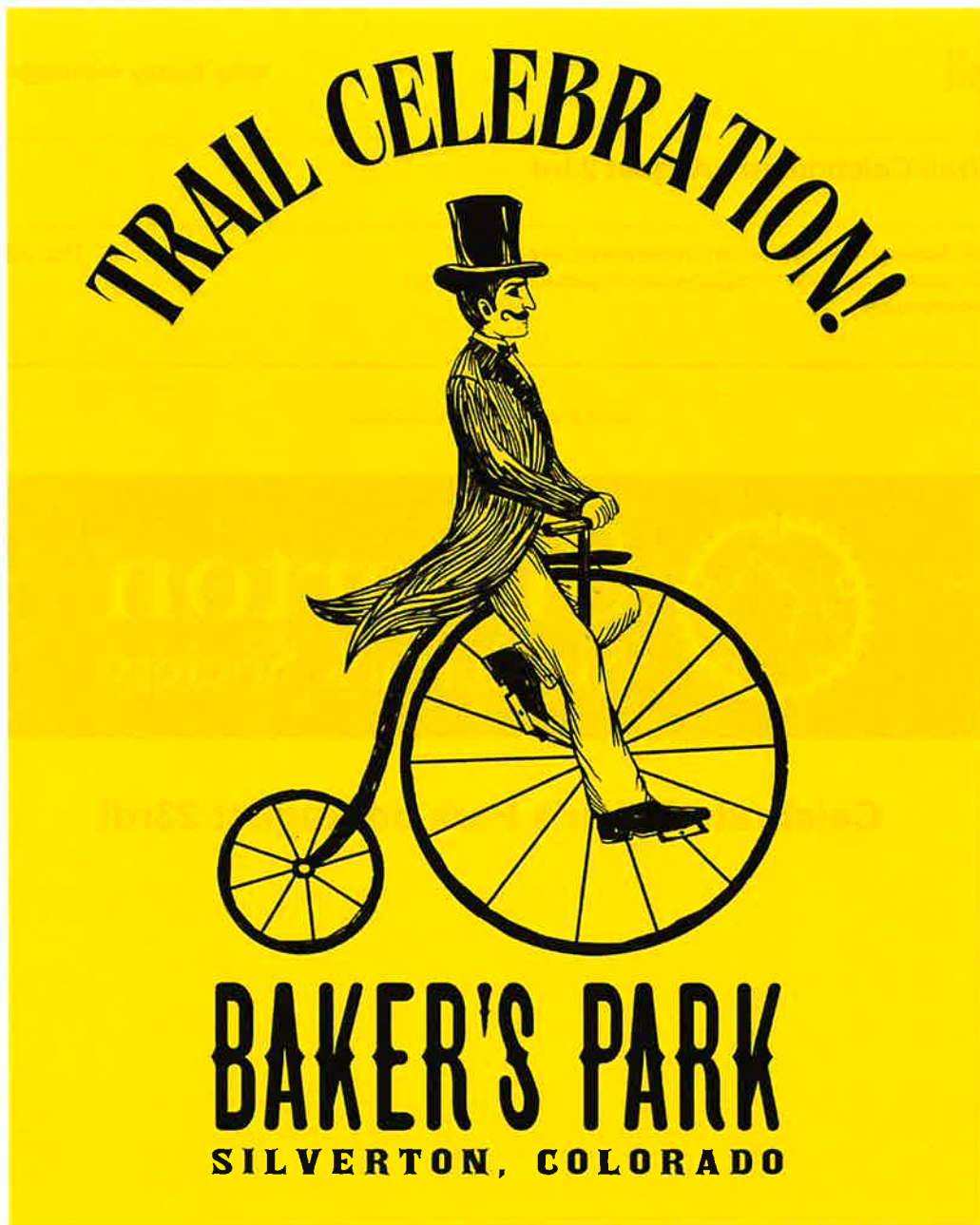
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Silverton
Singletrack Society

Celebrate Baker's Park on August 23rd!



Join us Saturday, August 23rd for a full day of fun as we finally throw the Grand Opening party that the Baker's Park Trail System deserves!

After last fall's opening got snowed out, we're more excited than ever to mark some major milestones—the opening of the first trail in the system and the recent \$750,000 grant award from Great Outdoors Colorado!

The celebration kicks off in the afternoon with an all-ages, all-abilities group hike/run/ride on the trail. Come explore the terrain that's transforming outdoor recreation in Silverton!

Then, head to Anesi Park that evening for a free, family-friendly celebration with live music by [Joint Point](#), food trucks, local libations, and project partner booths.

Hear updates on trail progress and what's ahead for this community-driven project that's putting Silverton on the map.

Who: The Whole Community

What: Afternoon Adventure + Evening Celebration

When: Saturday, August 23

Where: Baker's Park Trail System + Anesi Park ([1239 Blair Street](#))

Why: To Celebrate Major Milestones!

More details coming soon, but in the meantime mark your calendar and plan to join us as we raise a toast to Baker's Park!

Trail Work Wednesdays!



Come lend a hand with Silverton Singletrack Society's monthly after-work trail sessions—first Wednesdays this summer and fall! We'll tackle small projects on nearby trails like Rainbow, Baker's, and Lower Boulder Gulch.

Trail Work Dates

August: Wednesday 8/6

September: Wednesday 9/3

October: Wednesday 10/1

Meet at Pedal the Peaks Silverton at 5:15 pm, we will depart for the chosen work site at 5:30 pm. Pants, long sleeved shirts, gloves and boots recommended. Tools will be provided.

Please [email us](#) with questions or suggestions.

Boost Baker's Park!



The Baker's Park project would not be where it is today without the generosity of individuals like you, and we need your help to keep the momentum rolling! We are continuing to raise funds to see this project through to its completion, and every dollar counts. Visit our GoFundMe campaign, show your support, and help leave a legacy that will impact future generations!

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