



BOARD OF DIRECTORS BUDGET HEARING AND REGULAR MEETING

**Health District of Northern Larimer County
120 Bristlecone Drive, Fort Collins
and Virtual
(see virtual details at end of agenda)**

**Monday, November 14, 2022
4:00 p.m.**

AGENDA
BOARD OF DIRECTORS REGULAR MEETING
November 14, 2022
4:00 pm

- 4:00 p.m. Call to Order; Introductions; Approval of Agenda..... Molly Gutilla**
- 4:05 p.m. PUBLIC COMMENT**
Note: If you choose to comment, please follow the “Guidelines for Public Comment” provided on the back of the agenda.
- 4:10 p.m. BUDGET PRESENTATION & PUBLIC HEARING**
- Budget Presentation.....Karen Spink, Laura Mai
 - Public Hearing/Public Comment Molly Gutilla
 - Board Discussion and Questions Molly Gutilla
- 4:55 p.m. DISCUSSION & ACTION**
- Construction Contract, 425 Mulberry Restroom Renovations..... Chris Sheafor
 - Resolution 2022-45, Election Resolution, Polling Place Election Chris Sheafor
 - 2023 Board Meeting ScheduleKaren Spink
 - Nomination to CO Special Districts Property & Liability Pool Molly Gutilla
- 5:05 p.m. OTHER UPDATES & REPORTS**
- Executive Director Updates.....Karen Spink
- 5:10 p.m. CONSENT AGENDA**
- September Financials
 - Approval of Resolutions 2022-46 through 2022-56 and Policy 2010-01, updating signature authority.
- 5:15 p.m. PUBLIC COMMENT (2nd opportunity) See Note above.**
- 5:20 p.m. ANNOUNCEMENTS**
- November 16, 4:00 pm - UCHealth & Health District Joint Board Meeting
 - December 13, 4:00 pm – Board of Directors Regular Meeting & Budget Approval
- 5:25 p.m. EXECUTIVE SESSION**
- For the purpose of addressing personnel matters pursuant to §24-6-402(4)(f) of the C.R.S. and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees. Topic: Executive Director
- 5:55 p.m. ADJOURN EXECUTIVE SESSION AND RETURN TO REGULAR MEETING**
- 6:00 p.m. ACTION AS A RESULT OF EXECUTIVE SESSION**
- 6:05 p.m. ADJOURN REGULAR MEETING**

Register to Join Webinar

Please click the link below to register for this meeting:

https://healthdistrict.zoom.us/webinar/register/WN_aATTCEhxQyyDGK-353k25w

After registering, you will receive a confirmation email containing information about joining the webinar.

GUIDELINES FOR PUBLIC COMMENT

The Health District of Northern Larimer County Board welcomes and invites comments from the public. **Public comments or input are taken only during the time on the agenda listed as 'Public Comment.'** If you choose to make comments about any agenda item or about any other topic not on the agenda, please use the following guidelines.

- **Before you begin your comments please:** Identify yourself – spell your name – state your address. Tell us whether you are addressing an agenda item, or another topic.
- **Limit your comments to five (5) minutes.**

■ MISSION ■

The Mission of the Health District of Northern Larimer County is to enhance the health of our community.

■ VISION ■

- ❑ District residents will live long and well.
- ❑ Our community will excel in health assessment, access, promotion and policy development.
 - Our practice of **assessment** will enable individuals and organizations to make informed decisions regarding health practices.
 - All Health District residents will have timely **access** to basic health services.
 - Our community will embrace the **promotion** of responsible, healthy lifestyles, detection of treatable disease, and the **prevention** of injury, disability and early death.
 - Citizens and leaders will be engaged in the creation and implementation of ongoing **systems and health policy development** at local, state, and national levels.
 - Like-minded communities across the country will emulate our successes.

■ STRATEGY ■

The Health District will take a leadership role to:

- ❑ Provide exceptional health services that address unmet needs and opportunities in our community,
- ❑ Systematically assess the health of our community, noting areas of highest priority for improvement,
- ❑ Facilitate community-wide planning and implementation of comprehensive programs,
- ❑ Educate the community and individuals about health issues,
- ❑ Use Health District funds and resources to leverage other funds and resources for prioritized projects, and avoid unnecessary duplication of services,
- ❑ Promote health policy and system improvements at the local, state and national level,
- ❑ Continuously evaluate its programs and services for quality, value, and impact on the health of the community,
- ❑ Share our approaches, strategies, and results, and
- ❑ Oversee and maintain the agreements between Poudre Valley Health System, University of Colorado Health and the Health District on behalf of the community.

■ VALUES ■

- ❑ Dignity and respect for all people
- ❑ Emphasis on innovation, prevention and education
- ❑ Shared responsibility and focused collaborative action to improve health
- ❑ Information-driven and evidence-based decision making
- ❑ Fiscal responsibility/stewardship
- ❑ An informed community makes better decisions concerning health

DRAFT



Budget Documents

For:

January 1 – December 31, 2023

Draft Budget for Adoption by the Board of Directors

November 14, 2022



2023 Budget Message *Draft – November 14, 2022*

The Health District of Northern Larimer County provides health services that fulfill its mission "*to enhance the health of our community.*" It will continue to provide health services from seven sites in Fort Collins - four owned facilities and one leased Health District space, as well as shared space with two other facilities where Health District staff work collaboratively with staff from other organizations, including Salud Family Health Centers and the Family Medicine Center. Larimer Health Connect utilizes leased space at the Loveland Life Center to provide health coverage assistance services to the southern part of Larimer County with funding from a grant.

At their August 23rd Regular Meeting, the board identified the following priorities for 2023 (in no particular order):

1. Behavioral Health: Mental Health and Substance Use across the lifespan
2. Oral Health
3. Access to care through coverage

The intent is to align funding, programs, and services with these priorities while centering the pursuit of health equity, utilizing data to measure outcomes and track progress, and pursuing strategies that are known to impact population health, such as policy intervention.

Due to unexpected staffing transitions shortly before finalizing the draft budget, the decision was made to begin the year with programs and services at levels similar to 2022. This will allow additional time to intentionally transition resources toward the board's identified priorities throughout the year. These changes will also enable the Health District to shift to a contracted Medical Director model. The Medical Director will serve in a consultative relationship with executive leadership to develop, monitor, and evaluate the standards of medical care throughout the organization, provide medical direction to clinical staff, and advise the executive leadership in medical and public health policy matters.

To address the above-identified priorities, the Health District will:

- 1) Continue to provide behavioral health services to meet identified needs across the lifespan, connect individuals and families to other community services, provide integrated behavioral health services in primary care safety net clinics, and organize community partners to make long-term improvements in Mental Health and Substance Use Disorder services and approaches;
- 2) Maintain and increase the number of people who have health insurance, and help customers understand their health insurance options and what might work best for them;
- 3) Provide dental care for those with low incomes.

The Health District will continue to address equity in part by promoting access to health care for those with low incomes. In particular, the Health District will directly provide the following services either solely or in partnership with other organizations and providers: family dental services; prescription assistance; psychiatric medication evaluations and consults; mental health and substance use assessments and treatment (which includes services at two primary care "safety net clinics" that serve residents with public insurance or who cannot afford the full cost of health care, as well as at Connections and CAYAC: Child, Adolescent, Young Adult Connections); assistance for those who have co-occurring mental illness and substance use disorders; and a program that connects consumers to therapists and psychiatrists offering mental health care at reduced rates. Each program provides discounted care or sliding fee scales to help make health care more affordable.

Further details on key services to be provided in 2023 through the adoption of this budget are outlined below.

Behavioral Health Services

For residents of all incomes in need of finding mental health and/or substance use services or of understanding mental illness or substance use disorders, the Mental Health & Substance Use Connections program will offer assistance and enhanced information and referrals by phone, Internet, or in person. The program will expand care coordination and increase access to brief therapy while waiting to get connected to ongoing sources of care in the community.

The Children, Adolescent, and Young Adult Connections (CAYAC) program places additional focus on early identification and intervention for children and youth ages 0-24 who are potentially impacted by mental illness or substance use disorders by working closely with their families, schools, and primary care providers to connect them to appropriate assessments and when indicated, treatment. CAYAC assessment services include child and adolescent psychiatry and psychological testing, when indicated, which assists in the determination of referrals to the most appropriate interventions. The program will increase its care coordination services and provide brief intervention in-house, as needed, while waiting to be connected to ongoing sources of care.

The Health District will continue its Integrated Care (IC) program, which provides behavioral health services within two safety net primary care clinics in Fort Collins: Salud Family Health Center (Salud) and the Family Medicine Center (FMC). Behavioral Health Providers interface with patients in the medical clinics, providing behavioral health screenings and consultations and participating in group medical visits as part of a multidisciplinary team. In addition, mental health and substance use disorder treatment is provided for individual patients. The psychiatrist provides psychiatric assessment and treatment recommendations in the safety net clinics, training of family practice residents, and more informal consultation to providers at all sites. Staff also facilitate FMC's Chronic Pain and Medication Assisted Addiction Treatment services.

The Health District will continue to organize and participate in community-based planning aimed at restructuring local mental health and substance use disorder services and raise community awareness and action around mental illness and substance use disorders. In 2023, the Health District will work in partnership with community partners (both organizations and consumers) to assist with updating and expanding the community assessment of mental health and substance use service needs initially completed in 2016, which will inform the new "Solutions to Behavioral Health Services Gaps" community plan.

Access to Care and Coverage

For residents of all incomes who need affordable health insurance, the Health District (through its Larimer Health Connect program) will offer health coverage assistance services to help residents understand their options for obtaining and keeping health insurance, and help them apply for coverage and assistance when appropriate. Staff can also help individuals find lower-cost options for prescriptions and financial assistance for eligible District residents.

Oral Health Care

The Family Dental Clinic in Fort Collins provides low-cost dental care to people in northern Larimer County who do not have dental insurance, or who have Medicaid or CHP+. Services are offered through low sliding fees to those who qualify. For those who have disabilities so severe that they must receive their dental care under general anesthesia (and who qualify for a relevant state Medicaid waiver), the Health District and a partnership of a variety of public and private partners will continue to offer limited care locally. In addition, with the installation of a wheelchair lift, the Health District's dental clinic is now the only clinic in the area with the ability to effectively provide dental care to wheelchair-bound individuals.

Other Services

The Health District provides evidence-based services to help people quit using tobacco. In addition to ongoing cessation services for District residents, staff will collaborate with UCHHealth to provide bedside tobacco cessation while patients are in the hospital setting. Staff will be able to provide ongoing services to any patients that reside in the Health District boundaries if they wish to continue cessation services beyond their hospital stay. The tobacco cessation program will undergo a review in 2023 to determine future direction. While community screenings for high blood pressure, cholesterol, and glucose screenings will be provided during the first half of the year, these services will be phased out in 2023. A review of emerging needs within priority areas will be conducted to determine future clinical needs.

The Advance Care Planning program, which was originally started as a community collaboration and through grant funding, will also phase out in 2023. Program staff will work on increasing community capacity to support completion of advance care directives, and work with partners to determine if there are components of the program that can be carried on by others.

Assessment

The Health District is committed to making informed decisions based on the most current and relevant information and will continue to gather and share such information with the community. Dissemination of findings from the 2022 triennial assessment will continue in 2023 and findings will be used internally to guide program improvement and future planning efforts. The Health District will also explore opportunities for community collaboration around community health assessment.

System-wide Improvements

The Health District is involved in monitoring changes (or potential changes) in health and health care brought about by policy changes at the national and state levels and will continue to assist the community in adapting to changes. The Health District

works with multiple partners in disaster preparedness planning and response. The Community Impact Team will continue to work with community partners to identify areas of need that require community collaboration and organizing in order to implement systemic changes, with a particular focus on mental health and substance use issues.

Other

In addition to providing health services, the Health District continues to have responsibility in two other areas: to fulfill its legal obligations as a Special District and as the owner of Poudre Valley Health System's (PVHS) portion of the University of Colorado Health (UCH) System's real estate and other assets. Revenue from lease payments from PVHS/UCH (the operators of the hospital and related health services) covers administrative expenses and helps to provide local health services. Revenues for providing health services are generated through property and special ownership taxes, fees, third party payers, lease payments, interest, contracts, and grants.

Budget

The attached Budget for the Health District of Northern Larimer County includes a three-year and a one-year year budget listing all proposed expenditures for administration, operations, maintenance, and capital projects; anticipated revenues for the budget year; and estimated beginning and ending fund balances. Attached are explanatory schedules, which give more detail on both revenues and expenditures.

The financial statements and records of the Health District of Northern Larimer County are prepared using the accrual basis of accounting. This budget has been prepared using the modified accrual basis of accounting.

DRAFT

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY

Budget

For:

January 1 – December 31, 2023

Health District of Northern Larimer County
2023 Budget

Revenues:

Property & Specific Ownership Taxes	\$ 9,251,018
Lease Revenue	1,455,433
Investment Income	230,000
Operating Revenue (fee income)	1,020,803
Grant and Partnership Revenue	1,107,725
Miscellaneous Income	23,984
Total Revenues	<u>\$ 13,088,963</u>
Beginning Balance	\$ 7,974,514
Total Available Resources	<u><u>\$ 21,063,476</u></u>

Expenditures:

Operating Expenditures	
Board Expenditures	\$ 112,534
Election Expenditures	38,500
Administration	1,032,430
Program Operations:	
<i>Mental Health/Substance Issues Services</i>	5,050,735
- Connections: Mental Health/Substance Issues Services	2,847,548
- Integrated Care (MHSA/PC)	1,381,198
- Community Impact	821,989
Dental Services	3,895,092
Larimer Health Connect	1,069,999
Health Promotion	752,499
Assessment/Research/Evaluation	359,086
Leased Offices	139,673
Grants, Partnerships and Special Projects	4,069,913
Total Operating Expenditures	<u>\$ 16,520,462</u>
Non-Operating Expenses	
Capital Expenditures	684,072
Contingency	1,303,695
Total Non-Operating Expenditures	<u>\$ 1,987,767</u>
Total Expenditures	<u><u>18,508,229</u></u>
Reserves	
Emergency & General (State Required)	555,247
Emergency & General (Board)	1,000,000
Capital Replacement (flexible)	1,000,000
Total Reserves	<u>\$ 2,555,247</u>
Total Expenditures & Reserves	<u><u>21,063,476</u></u>

Health District of Northern Larimer County
Three Year Budget Summary 2023

	Prior Year 2021 Actual *	Current Year 2022 Budget	2023 Proposed Budget
Revenues:			
Property & Specific Ownership Taxes	\$ 8,913,528	\$ 9,325,766	\$ 9,251,018
Lease Revenue	1,343,554	1,335,549	1,455,433
Investment Income	16,101	65,000	230,000
Operating Revenue (fee income)	1,020,928	998,821	1,020,803
Grant and Partnership Revenue	720,828	1,274,586	1,107,725
Miscellaneous Income	22,396	23,004	23,984
Total Revenues	\$ 12,037,335	\$ 13,022,725	\$ 13,088,963
 Beginning Balance	 \$ 7,132,102	 \$ 6,929,112	 \$ 7,974,514
Total Available Resources	\$ 19,169,437	\$ 19,951,838	\$ 21,063,476
 Expenditures:			
Operating Expenditures			
Board Expenditures	\$ 25,715	\$ 47,118	\$ 112,534
Election Expenditures	-	32,000	38,500
Administration	950,330	952,280	1,032,430
Program Operations:			
<i>Mental Health/Substance Issues Services</i>		4,371,720	5,050,735
- Connections: Mental Health/Substance Issues Services	1,776,418	2,339,007	2,847,548
- Integrated Care (MHSA/PC)	1,018,952	1,275,292	1,381,198
- Community Impact	523,940	757,422	821,989
Dental Services	3,295,322	3,894,293	3,895,092
Larimer Health Connect	994,646	1,312,744	1,069,999
Health Promotion	758,146	854,448	752,499
Assessment/Research/Evaluation	241,265	269,530	359,086
Resource Development (moved under Admin for 2023)	178,002	195,262	-
Leased Offices	-	178,020	139,673
Grants, Partnerships and Special Projects	1,645,423	4,385,168	4,069,913
Total Operating Expenditures	\$ 11,408,159	\$ 16,492,583	\$ 16,520,462
 Non-Operating Expenditures			
Capital	\$ 2,868,078	\$ 1,290,987	\$ 684,072
Contingency	-	422,098	1,303,695
Total Non-Operating Expenditures	\$ 2,868,078	\$ 1,713,085	\$ 1,987,767
Total Expenditures	\$ 14,276,237	\$ 18,205,668	\$ 18,508,229
 Reserves			
Emergency & General (State Required)	\$ 428,287	\$ 546,170	\$ 555,247
Emergency & General (Board)	1,000,000	1,000,000	1,000,000
Capital Replacement (flexible)	200,000	200,000	1,000,000
Total Reserves	\$ 1,628,287	\$ 1,746,170	\$ 2,555,247
Total Expenditures & Reserves	\$ 15,904,524	\$ 19,951,838	\$ 21,063,476

*Based on year-end audited financial statements

DRAFT

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY

Explanatory Schedules

For:

January 1 – December 31, 2023

Health District of Northern Larimer County
Annual Operating and Reserve Expenditure Summary
2023

Summary of Revenues Used for Operating Expenditures
(Non-GAAP)

Sources of Revenue

Property & Specific Ownership Taxes	\$	9,251,018
Lease Revenue		1,455,433
Fee for Service Income		1,020,803
Grant Revenue		1,073,289
Anticipated grant revenue	\$	573,289
Potential grant revenue		500,000
Partnership Revenue		34,436
Investment Income		230,000
Miscellaneous Income		23,984
Total Revenues	\$	<u>13,088,963</u>

A Operating Expenditures

Board Expenditures	\$	112,534
Election Expenditures		38,500
Administration		1,000,238
Program Operations		10,769,965
Special Projects - Operations		60,000
Special Projects - Partnerships		34,436
Grant Expenditures		1,073,289
Total Operating Expenditures	\$	<u>13,088,963</u>

B	Expenditures From Reserves		\$	3,431,500
	Special Projects	\$	2,902,188	
	Operations	\$	529,312	
C	Total Expenditures (A + B)		\$	<u>16,520,462</u>
D	Capital Expenditures (Reserve)			684,072
E	Total Reserve Expenditures (B + D)		\$	<u>4,115,572</u>

Health District of Northern Larimer County

2023 Capital Expenditures

120 Bldg 1st Floor Reconfiguration	\$	50,000
Sliding doors at 425 W. Mulberry		45,000
Sign at 425 W. Mulberry		20,000
New rooftop HVAC Units - 120 bldg		70,000
Restroom renovations - Mulberry		100,000
HVAC Units at 425 W. Mulberry		18,000
Equipment/Software		331,072
Contingency		50,000
TOTAL	\$	<u>684,072</u>

Non-Capital Improvements from Reserves

Technology	\$	170,590
Office Furniture/Equipment		82,400
Building Improvements		133,600
Software		122,722
Contingency		20,000
TOTAL	\$	<u>529,312</u>

**Health District of Northern Larimer County
2023 Program Revenues & Expenditures**

	50	51	53	56	58	55	61	62	65	90		2022		
	Admin.	Board/ Election	Mental Health Connections	Dental	Integrated Care	Health Promotion	Community Impact	Program Evaluation	Larimer Health Connect	Leased Offices	Total	Operational Budget	% Change	\$ Change
Revenues:														
Fee for Service	\$ -	\$ -	\$ 37,000	\$ 127,197	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 164,197	\$ 167,021	-1.69%	(2,824)
3rd Party Payments	-	-	15,000	656,574	185,032	-	-	-	-	-	\$ 856,606	\$ 831,800	2.98%	24,806
Lease Payment										187,475	\$ 187,475	\$ 116,473	60.96%	71,002
Misc Income	12,000		-	11,984	-	-					\$ 23,984	\$ 23,004	4.26%	980
TOTAL REVENUE	\$ 12,000	\$ -	\$ 52,000	\$ 795,755	\$ 185,032	\$ -	\$ -	\$ -	\$ -	\$ 187,475	\$ 1,232,262	\$ 1,138,298	8.25%	\$ 93,964
Expenditures:														
Salaries & Wages	\$ 514,019	\$ 72,738	\$ 1,901,540	\$ 2,397,642	\$ 976,563	\$ 484,138	\$ 558,092	\$ 243,716	\$ 663,736	\$ 14,466	\$ 7,826,650	\$ 7,599,649	2.99%	227,001
Benefits & Taxes	130,433	5,564	520,076	677,184	242,197	138,051	153,743	65,519	199,482	3,574	\$ 2,135,822	\$ 2,083,042	2.53%	52,780
Recruitment/Infection Control	3,041	-	12,090	16,254	5,034	9,344	3,600	1,496	5,067	-	\$ 55,926	\$ 45,073	24.08%	10,853
Temporary Help	-	5,000	-	4,961	-	-	-	-	-	-	\$ 9,961	\$ 9,961	0.00%	-
Interns & Residents	-	-	-	-	-	-	4,500	1,500	-	-	\$ 6,000	\$ 11,500	-47.83%	(5,500)
Consultants & Contracted Dr.s	63,681	5,000	35,970	37,199	10,690	6,768	7,287	3,028	10,255	150	\$ 180,026	\$ 159,482	12.88%	20,544
Mileage	2,675	100	1,700	800	500	-	2,500	100	6,300	-	\$ 14,675	\$ 13,620	7.75%	1,055
Staff Training	3,109	-	13,393	18,007	5,577	3,705	3,989	2,742	5,613	82	\$ 56,217	\$ 58,038	-3.14%	(1,821)
Conferences/Retreats/Fundraising	19,734	8,400	12,171	16,206	13,934	1,347	1,122	4,852	6,061	-	\$ 83,827	\$ 96,984	-13.57%	(13,156)
Membership/Dues/Licenses	13,855	1,025	12,762	10,965	7,575	927	1,560	1,600	-	-	\$ 50,269	\$ 50,230	0.08%	39
Publications/Subscriptions	2,395	300	7,808	1,550	600	968	1,150	1,200	1,815	-	\$ 17,786	\$ 25,979	-31.54%	(8,193)
Meetings	1,030	4,800	10,900	1,000	600	1,250	2,500	200	800	-	\$ 23,080	\$ 30,180	-23.53%	(7,100)
Wellness/Recognition	1,323		5,699	7,662	2,373	1,576	1,697	705	2,388	35	\$ 23,460	\$ 21,573	8.75%	1,887
Volunteer Recognition	56	600	1,742	2,025	101	217	372	30	476	1	\$ 5,620	\$ 5,622	-0.03%	(2)
Rent & Lease Payments	954	-	4,110	5,526	1,712	1,137	1,224	509	1,723	10,757	\$ 27,652	\$ 13,959	98.10%	13,693
Utilities	5,894	-	-	23,565	7,446	3,777	5,273	2,044	3,500	13,775	\$ 65,275	\$ 61,875	5.49%	3,400
Custodial Services	8,596	-	-	34,366	10,859	5,508	7,689	2,981	9,200	20,000	\$ 99,199	\$ 89,343	11.03%	9,857
Insurance	3,325	7,957	18,323	27,257	9,564	3,962	4,265	1,772	6,002	4,580	\$ 87,007	\$ 84,299	3.21%	2,708
Office Supplies	3,408	700	7,800	7,000	2,000	1,500	1,500	150	2,500	-	\$ 26,558	\$ 24,562	8.13%	1,996
Office Equipment	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	-	-
Office Furniture	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	-	-
Computer Equipment	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	-	-
Computer Software	-	-	16,500	-	-	-	-	-	-	-	\$ 16,500	\$ 15,900	3.77%	600
Telephone, E-mail & Internet	5,956	-	18,096	23,812	7,524	3,817	5,328	2,066	16,224	11,180	\$ 94,004	\$ 79,032	18.94%	14,971
Postage	1,000	250	750	1,200	100	2,816	300	50	750	-	\$ 7,216	\$ 9,466	-23.77%	(2,250)
Printing/Copying/Binding	1,000	100	4,000	300	615	3,174	1,000	100	1,000	-	\$ 11,289	\$ 17,364	-34.99%	(6,075)
Community Education	7,615	-	79,344	51,011	9,055	17,850	6,760	3,393	39,656	118	\$ 214,804	\$ 246,512	-12.86%	(31,708)
Repair & Maintenance	7,116	-	28,290	38,035	11,781	8,825	8,425	3,500	12,816	29,173	\$ 147,960	\$ 124,016	19.31%	23,944
Building Upgrades	-	-	-	-	-	-	-	-	-	-	\$ -	\$ 60,000	-100.00%	(60,000)
Medical Supplies	-	-	-	141,407	-	9,000	-	-	-	-	\$ 150,407	\$ 140,855	6.78%	9,552
Medical Equipment	-	-	-	-	-	240	-	-	-	-	\$ 240	\$ 240	0.00%	-
Prescriptions	-	-	-	-	500	6,000	-	-	20,000	-	\$ 26,500	\$ 49,904	-46.90%	(23,404)
Lab & X-ray Fees	-	-	-	130,000	-	-	-	-	-	-	\$ 130,000	\$ 133,500	-2.62%	(3,500)
Client Assistance	-	-	4,500	8,000	1,000	1,100	-	-	1,000	-	\$ 15,600	\$ 24,890	-37.32%	(9,290)
Follow-up Care	-	-	-	35,000	-	-	-	-	-	-	\$ 35,000	\$ 35,000	0.00%	-
Bad Debt	-	-	2,000	5,086	-	100	-	-	-	-	\$ 7,186	\$ 11,149	-35.55%	(3,963)
Fees & Exp.	15,000	-	-	-	-	-	-	-	-	-	\$ 15,000	\$ 12,950	15.83%	2,050
Treasurer Fees	185,020									31,000	\$ 216,020	\$ 210,389	2.68%	5,631
Reserve Expenditures **	32,192		127,984	172,072	53,296	35,400	38,114	15,835	53,636	783	\$ 529,312	\$ 419,276	26.24%	110,036
Election Expenses	-	38,500	-	-	-	-	-	-	-	-	\$ 38,500	\$ 32,000	20.31%	6,500
	\$ 1,032,430	\$ 151,034	\$ 2,847,548	\$ 3,895,092	\$ 1,381,198	\$ 752,499	\$ 821,989	\$ 359,086	\$ 1,069,999	\$ 139,673	\$ 12,450,549	\$ 12,107,415	2.83%	\$ 343,134
Net Expenditure	\$ 1,020,430	\$ 151,034	\$ 2,795,548	\$ 3,099,337	\$ 1,196,166	\$ 752,499	\$ 821,989	\$ 359,086	\$ 1,069,999	\$ (47,801)	\$ 11,218,287	\$ 10,969,117	2.27%	\$ 249,170

**To be spent from reserves

FTE by Program 2023

Program/Department	Authorized Regular Position Allocations		
	2022 Authorized	2023 Budget	2023 Change
Administration	5.464	5.695	0.231
Board	-	0.400	0.400
Mental Health Connections	20.020	24.530	4.510
Dental	35.439	32.980	(2.459)
Integrated Care	10.314	10.215	(0.099)
Health Promotion	7.708	6.785	(0.923)
Community Impact	7.055	7.305	0.250
Program Evaluation	2.140	3.035	0.895
Larimer Health Connect	12.158	10.280	(1.878)
Resource Development	1.772	-	(1.772)
Leased Offices	0.300	0.150	(0.150)
	102.370	101.375	(0.995)

**Health District of Northern Larimer County
2023**

Special Projects - Reserves

	HD	Partnerships	Total
Community Behavior Health Services Staffing	\$ 333,836		\$ 333,836
Database maintenance	\$ 20,000		\$ 20,000
Practice Transformation Consultant	\$ 25,000		\$ 25,000
MHSU Expansion of Critical Behavioral Health Services	\$ 135,000		\$ 135,000
MHSU SUD Transformation Project (Provider training - ED approval)	\$ 32,000		\$ 32,000
Community Mental Health/SU Emerging Needs (ED approval)	\$ 65,000		\$ 65,000
Community Mental Health/SU Alliance - HD	\$ 45,000		\$ 45,000
Community Mental Health/SU Alliance - Partners	\$ -	34,436	\$ 34,436
SUD Public Awareness Campaign (ED approval)	\$ 51,000		\$ 51,000
OAP Dental Client Assistance (Restricted)	\$ 16,250		\$ 16,250
Dentist loan repayment	\$ 10,000		\$ 10,000
Meaningful Use (future Dental MU expenses)	\$ 79,236		\$ 79,236
Tobacco Cessation	\$ 134,798		\$ 134,798
Tobacco Cessation Program Review Consultant	\$ 10,000		\$ 10,000
Targeted Program Outreach	\$ 53,000		\$ 53,000
Larimer Health Connect	\$ 159,179		\$ 159,179
Health Equity Initiative	\$ 84,220		\$ 84,220
CDDT/ACT Facility Repairs/Contingency	\$ 10,000		\$ 10,000
Advance Care Planning Project	\$ 34,369		\$ 34,369
HRIS Software Consultant	\$ 5,000		\$ 5,000
HR/Employment Law Consultants	\$ 40,000		\$ 40,000
Contracts/Compliance Consultant	\$ 25,000		\$ 25,000
Community Health Needs Assessment	\$ 50,000		\$ 50,000
Transition Management	\$ 265,000		\$ 265,000
Specialized program training/health care reform training	\$ 175,000		\$ 175,000
Implementation of Community/New Projects Process & Plans (ED)	\$ 25,000		\$ 25,000
Emerging Community Needs/Partnership Opportunities	\$ 265,000		\$ 265,000
Leadership Training	\$ 20,000		\$ 20,000
Emergency Preparedness & Response	\$ 40,000		\$ 40,000
Intermediate Medical Leave	\$ 70,000		\$ 70,000
New intensive staff recruitment and relocation costs	\$ 250,000		\$ 250,000
Employees Wellness Program	\$ 35,000		\$ 35,000
Public Awareness Campaign	\$ 50,000		\$ 50,000
Health District websites redevelopment	\$ 45,000		\$ 45,000
Community Health Data Initiatives	\$ 30,000		\$ 30,000
Total	\$ 2,902,188	\$ 34,436	\$ 2,936,624

Grants

	Grants	Total
DC Fundraising (OOD)	\$ 3,261	\$ 3,261
Dental Client Assistance - Children	\$ 7,692	\$ 7,692
Dental Client Assistance - Adults	\$ 27,169	\$ 27,169
Lion's Club Diabetes Program	\$ 3,202	\$ 3,202
Connect for Health FY 22	\$ 37,529	\$ 37,529
Connect for Health Colorado FY22	\$ 131,445	\$ 131,445
Connect for Health Colorado FY23	\$ 85,000	\$ 85,000
United CO	\$ 5,000	\$ 5,000
Quit Tobacco - Out of District	\$ 1,080	\$ 1,080
Larimer County Immediate Needs (ARPA)	\$ 27,100	\$ 27,100
Larimer County 1A FY22	\$ 38,442	\$ 38,442
Prescription Assistance OOD	\$ 433	\$ 433
CAYAC OOD	\$ 1,936	\$ 1,936
Practice Transformation	\$ 200,000	\$ 200,000
Potential Grants	\$ 500,000	\$ 500,000
Total	\$ 1,073,289	\$ 1,073,289

Special Projects - Operations

	Health District	Grants	Partnerships	Total
Special Projects Contingency - Operations	\$ 60,000			\$ 60,000
Total	\$ 60,000		\$ -	\$ 60,000

***Bold** indicates expenditures requiring Board approval of special projects proposals



2023 Proposed Budget and Public Hearing

November 14, 2022



Mission

. . . to enhance the health
of our community



Priorities for 2023

Access to Care and Coverage

Behavioral Health Care

Oral Health Care

Approach :

- Programs and services centers the pursuit of health equity
- Data is used to measure outcomes and track progress
- Pursue strategies that are known to impact population health, such as policy intervention



Overview of Programs Services for 2023



Priority Area: Access to Care and Coverage

Larimer Health Connect and Prescription Assistance

- Helping residents understand and apply for health insurance
HealthFirst Colorado – CHP+ - Connect for Health Colorado – Medicare
- Connecting people to lower cost options for prescriptions, financial assistance available to eligible residents

Community Outreach and Education

- Getting the word out about services, providing community education and training on specific topics



Priority Area: Behavioral Health

Direct Services

Adult Connections and Children, Adolescents, and Young Adult Connections (CAYAC)

- Helping people find behavioral health services that meet their needs and providing brief interventions
- *Changes: Enhanced care coordination, increase access to brief therapy, billing Medicaid*

Integration of MH/SU Care into Primary Care

- Health District staff (Behavioral Health Providers and Psychiatrist) providing behavioral health services within two safety net primary care clinics in Fort Collins
 - Salud Family Health Center (Salud)
 - Family Medicine Center (FMC)

Community Dual Disorders Tx

- Health District staff (Psychiatrist and Clinical Nurse) provide services in partnership with SummitStone for their CDDT program
- *Changes: partial reimbursement for staff time, full lease for facility used by SummitStone*



Priority Area: Behavioral Health

Community Impact

Convening the Mental Health and Substance Use Alliance

- Supporting a facilitator for strategic planning
- Staffing to support new determined priorities

Solutions 2.0 and Master Plan Support

- Youth Behavioral Health Assessment
- Staffing to support recommendation needs determined by assessments
- Guidance Team Support

Substance Use Disorders Awareness and Transformation

- Rethinking Addiction
- Providers and Community and Persons with Lived Experience Perceptions
- Community Education





Priority Area: Oral Health Care

Family Dental Clinic

- Provide affordable dental care that provides quality free and low-cost dental care to people in northern Larimer County who do not have dental insurance.

Changes: Additional Patient Care Coordinator

Dental Care for Special Population

- Provide Individuals with disabilities—physical, intellectual, and developmental—access to dental care
 - Wheelchair accessible Dental Care
 - Care Under General Anesthesia

Changes: expand outreach to special populations

Other Health District Programs and Services

Policy

- Increase emphasis at local level, narrow focus (HD priorities operations)

Evaluation and Research

- Data dissemination – triennial assessment results
- Community collaboration
- Internal program evaluation

Health Promotions

- **Tobacco Cessation**
 - *Changes: Pilot Bedside Tobacco Cessation with UCHealth, undergo program review for determining future direction*
- **Screenings: Hypertension, Cholesterol, Glucose**
 - *Changes: Phase out services, undergo a review of emerging needs and determine future focus for nurses*

Advance Care Planning

- Educate, train providers, help complete advance care directives
- Planned to phase out during the first half of 2023
- Work to find ways for the work to carry on in the community



Administrative and Operational Support

- **Communications**
- **Information Technology**
- **Finance and Resource Development**
- **Human Resources**
- **Facilities and Maintenance**

Other Initiatives

Health Equity

- Increasing staff competencies (education and training) policy changes, program and service improvements, etc.)
- Hire the Health Equity Implementation Manager

Medicaid Accountable Care Collaborative

- Moderate to Intensive Care Coordination for HealthFirst Colorado Members
- Community Collaboration: UCHealth, Rocky Mountain Health Plans, FMC, Salud, Associates in Family Medicine, SummitStone
- Health District Role: Facilitation of the Key Leaders Oversight Group

Monitoring and Understanding Emerging Community Health Needs

Special Projects and Time-Limited Initiatives

- Time Limited Staffing For Key Services
- Professional Development & Training
- Ombuds Services
- Intensive Staff Recruitment
- Health District Website Redevelopment
- Targeted Outreach and Community Education
- Technology Improvements
- Transition Management

Health District

OF NORTHERN LARIMER COUNTY

PROPOSED BUDGET

TIMELINE & DEADLINES





SOURCES OF REVENUE

	2023	2022
Property & Ownership Tax	\$9,251,018	\$9,325,766
Lease Revenue	1,455,433	1,219,076
Fee Income	1,020,803	1,115,294
Investment Income	230,000	65,000
Grant Revenue	1,073,289	1,246,442
Partnership Revenue	34,436	28,144
Miscellaneous Income	23,984	23,004
TOTAL	\$13,088,963	\$13,022,725



CERTIFICATION OF TAX LEVIES

	2023	2022
Gross assessment	\$9,130,428	\$9,196,548
Less: Tax Increment Financing	(504,411)	(495,782)
Net revenue to District	\$8,626,018	\$8,700,766



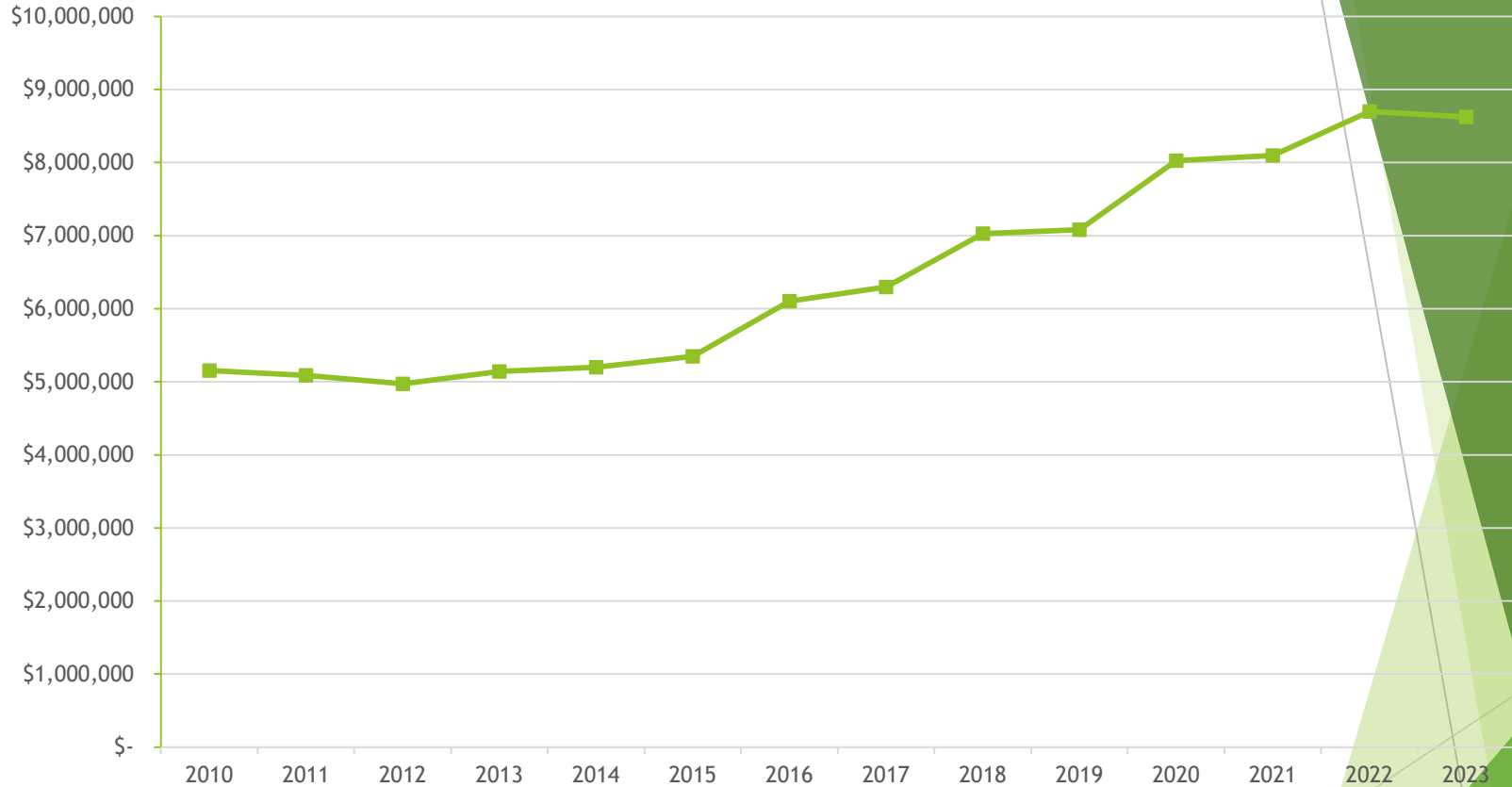
TAX REVENUE: Property & Ownership

	2023	2022
Property Tax	\$8,626,018	\$8,700,766
Specific Ownership Tax	625,000	625,000
Less: County collection Fees	(185,020)	(186,515)
Net revenue to District	\$9,065,997	\$9,139,251

MILL LEVY

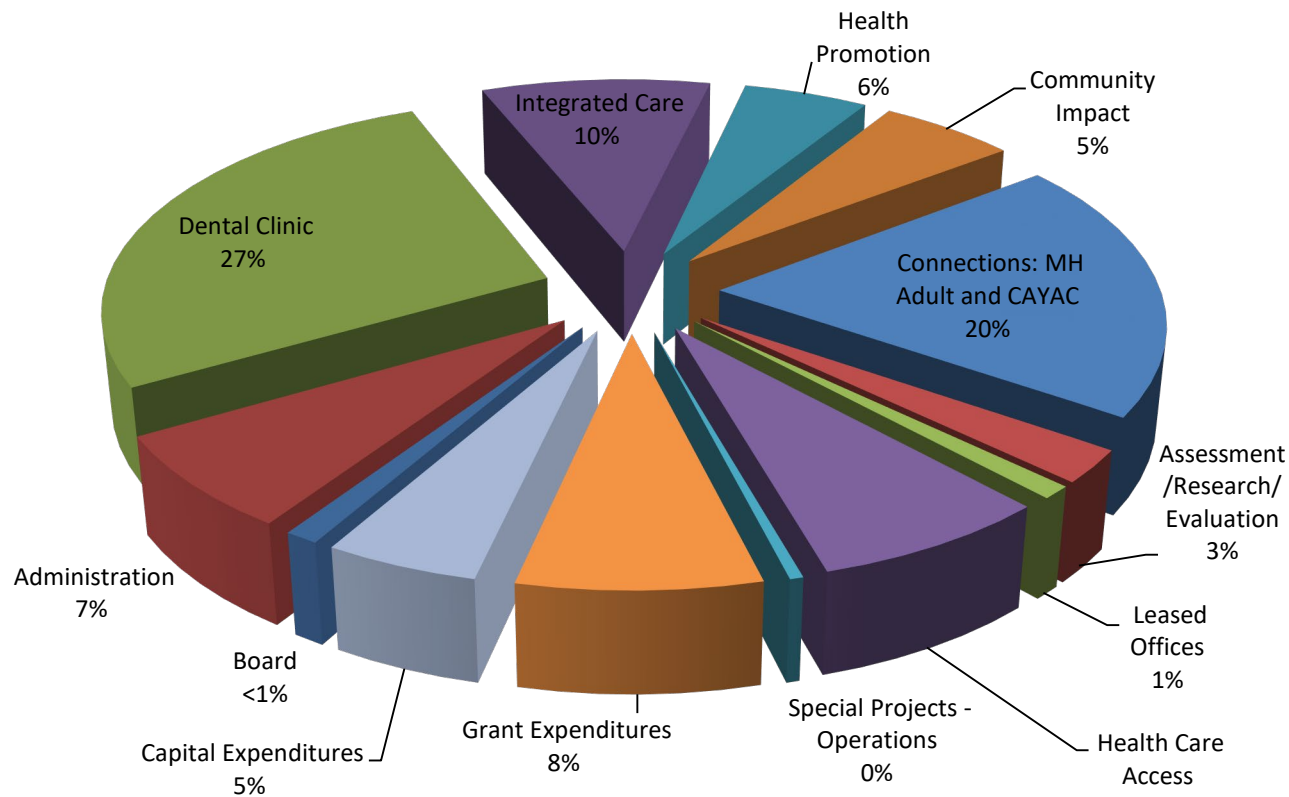
- 1995 – 2.304
- 1996 thru 1999 - 2.197
- 2000 thru 2023 - 2.167

PROPERTY TAX REVENUES

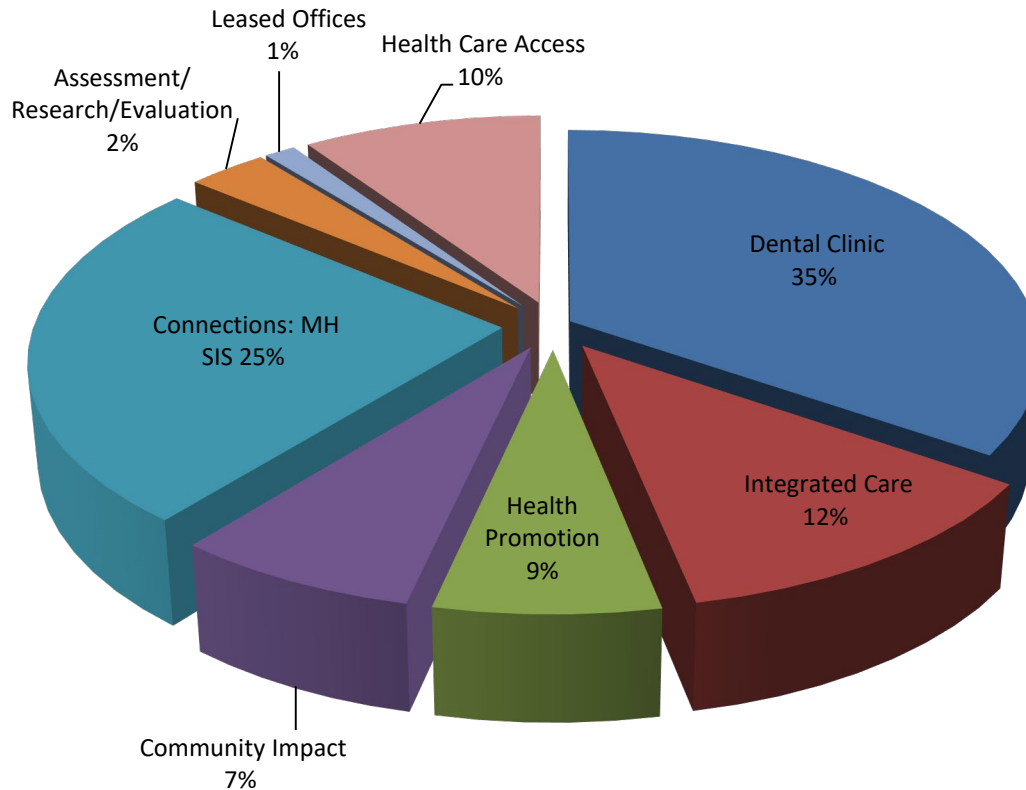


*Amounts for 1995-2021 based on actual revenue (net of fees) – 2022 based on anticipated revenue (net of fees) – 2023 based on budgeted revenue (net of fees)

TOTAL EXPENDITURES



PROGRAM EXPENDITURES



QUESTIONS



**Health District of
Northern Larimer County**

Memo

To: Health District Board

From: Chris Sheafor, Support Services Director

Date: November 7, 2022

Re: Contract Approval for Restroom Renovation

The attached Agreement engages a general contractor to renovate the restrooms at our facility located at 425 West Mulberry Street. Because this contract exceeds \$150,000, the staff is required to provide the actual wording of the contract for Board review prior to approving and signing the contract. The contract needs to be signed by both the Executive Director and the Board President (or, in their absence, the Board Vice President). Please note, to reduce the size of this document, the 39 pages of drawings and specifications referenced on page five of the Agreement were not included but can be provided to you electronically at your request.

The intent of this project is to bring the bathrooms into compliance with the Americans with Disabilities Act (ADA), add a gender-neutral restroom, and provide needed fixtures and plumbing upgrades. The format of this contract may look a little different as we have utilized the standard American Institute of Architects (AIA) A104 format, and included the necessary contract provisions to make it consistent with our approved Health District Services Agreement form. The Agreement gives a guaranteed maximum price (bid amount) with a fixed fee for profit, overhead and general conditions, and variable costs for the actual work. This format was chosen because several possible cost-saving alternatives have been identified after bidding on the project and this format allows us to take advantage of those savings as we get inside the walls and determine the cost-effective course of action. Based on what we have seen so far, we anticipate a total amount lower than the bid.

The contractor was selected using the Health District's approved competitive bidding process. The project is anticipated to start in mid-November 2022 and be completed by mid-February 2023. The downstairs restrooms will be completed first with one gender-neutral restroom available in early December and the others completed by the end of the year. The upstairs restrooms will be substantially complete in January with the final punch list work done in February.

The guaranteed maximum price is \$231,039. We will directly purchase tile, countertops, and sinks outside of the contract, for an approximate additional cost of \$20,000. This will speed up delivery time and allow us to avoid contractor markup on the highest-cost items.

The 2022 budget includes \$160,000 for restrooms, \$524,500 for office renovation, and \$340,000 for the installation of an elevator. At this time, we will not be spending the funds for the elevator and only a small portion of the office renovation funds. The only expenses are for office design fees and some minor tenant finish costs to make the offices rentable. The additional \$100,000 to complete the restroom project is included in the 2023 Draft Budget because final expenditures will be made in Fiscal Year 2023.

Staff is requesting your approval of this contract, which will authorize the signature of the attached Agreement by the Health District Board President and the Executive Director.

AIA[®] Document A104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 14th day of November in the year 2022

BETWEEN the Owner:

Health District of Northern Larimer County
120 Bristlecone Drive
Fort Collins, CO 80524

and the Contractor:

Down Zankey Construction, Inc.
519 Locust Street
Fort Collins, Colorado 80524

for the following Project:

Restroom Renovation at 425 West Mulberry Street

The Architect:

Vaught Frye Larson Aronson Architects
419 Canyon Avenue, Suite 200
Fort Collins, Colorado 80521

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1	THE WORK OF THIS CONTRACT
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENT
5	DISPUTE RESOLUTION
6	ENUMERATION OF CONTRACT DOCUMENTS
7	GENERAL PROVISIONS
8	OWNER
9	CONTRACTOR
10	ARCHITECT
11	SUBCONTRACTORS
12	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13	CHANGES IN THE WORK
14	TIME
15	PAYMENTS AND COMPLETION
16	PROTECTION OF PERSONS AND PROPERTY
17	INSURANCE AND BONDS
18	CORRECTION OF WORK
19	MISCELLANEOUS PROVISIONS
20	TERMINATION OF THE CONTRACT
21	CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

November 14, 2022	The date of this Agreement.
November 15, 2022	A date set forth in a notice to proceed issued by the Owner.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

By the following date: February 15, 2023

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Downstairs Restrooms	December 31, 2022
Upstairs Restrooms	February 15, 2023

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

\$68,207 for owner's profit and overhead, and general conditions

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed two hundred thirty one thousand and thirty nine dollars (\$ 231,039), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 3.4.3.3 Unit Prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit
Journeyman Carpenter	Hourly	\$ 65.00
Laborer	Hourly	\$ 40.00

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Upstairs restroom toilets on the north side remain in their current locations.

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.3 Provided that an Application for Payment is received by the Owner not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect or Facilities Manager after the date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

A ten percent (10%) retainage until 50% completion and a five percent (5%) retainage thereafter.

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

The District shall, no later than 10 days before the final settlement is made, publish notice thereof at least twice in a newspaper of general circulation in any county where the work was contracted or performed. The date of final settlement shall be more than 10 days after the second publication. Thereafter, if no claims are made, payment in full may be made to the contractor.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.4 The Specifications:

Specifications for this project are contained within the attached Drawings.

§ 6.1.5 The Drawings:

Drawings and Specifications for 425 West Mulberry 2022 Remodel

Name	Title	Date
Health District of Northern Larimer County	425 West Mulberry 2022 Remodel	September 27, 2022

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect’s consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the attached drawings and specifications, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death,

or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor’s control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor’s Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor’s Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor’s Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information,

- schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract

Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4.

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one hundred thousand (\$ 100,000) each occurrence, and five hundred thousand (\$ 500,000) general aggregate coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than five hundred thousand (\$ 500,000) per accident, for bodily injury,

death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits as required by Colorado law.

§ 17.1.6 Employers' Liability with policy limits not less than one hundred thousand (\$ 100,000) each accident, one hundred thousand (\$ 100,000) each employee, and five hundred thousand (\$ 500,000) policy limit.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor,

Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor’s request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect’s consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect’s consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner’s property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of

any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

Chris Sheafor
Health District of Northern Larimer County
120 Bristlecone Drive
Fort Collins, CO 80524
csheafor@healthdistrict.org
(970)224-5209

§ 19.5 The Contractor's representative:

Jeff Down
Down Zankay Construction, Inc.
519 Locust Street
Fort Collins, CO 80524

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

Notwithstanding the time periods contained herein, the Health District may terminate this Agreement at any time

without cause by providing written notice of termination to the Service Provider. Such notice shall be delivered at least ten (10) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the addresses set forth in section 19.4.

In the event of early termination by the Health District, the Service Provider shall be paid for services rendered to the date of termination, subject only to the satisfactory performance of the Service Provider's obligations under this Agreement. Such payment shall be the Service Provider's sole right and remedy for such termination.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation;

(2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

OWNER

Lee Thielen, Interim Executive Director

CONTRACTOR

Jeffrey Down, President

OWNER

Molly Gutilla, Board President

EXHIBIT A

Contract Estimate

Description	Allowance	Value
Supervision		27,000
Temporary construction		1,500
Dumpster		1,200
Final cleaning		900
Demolition		12,000
Floor prep		2,400
Wall framing		5,250
Ceiling framing		4,813
Backing and blocking		1,250
Countertops with sinks (by owner)		0
Drywall hang and finish		4,800
Drywall texture		720
Mirrors		3,240
Doors/frames/hardware		3,000
Paint walls and ceiling		3,750
Paint doors/frames		750
Tile installation (tiles by owner)		21,335
Restroom specialties	X	2,625
Toilet partitions	X	6,000
Plumbing	X	60,000
HVAC	X	10,000
Electrical		20,000
OH&P		38,507
Estimate Total		231,039



ELECTION RESOLUTION POLLING PLACE ELECTION Resolution 2022-45

§32-1-804, §1-13.5, C.R.S.

WHEREAS, the term of office of Directors Celeste Kling and Ann Yanagi shall expire after their successors are elected at the Regular Special District election ("Election") to be held on May 2, 2023 and take office; and

WHEREAS, in accordance with the provisions of the Special District Act ("Act") and the Colorado Local Government Election Code ("Code"), the Election must be conducted to elect two (2) Directors to serve for a term of four years.

NOW, THEREFORE, be it resolved by the Board of Directors of the Health District of Northern Larimer County ("District") in Larimer County, State of Colorado that:

1. The regular election of the eligible electors of District shall be held on May 2, 2023, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, two (2) Directors will be elected to serve four-year terms.

2. District shall consist of one (1) election precinct for the convenience of the eligible electors of the district, the boundaries of which are identical to the boundaries of the District, and there shall be two polling places at the following locations:

Health District of Northern Larimer County
120 Bristlecone Drive
Fort Collins, CO 80524

Spirit of Joy Lutheran Church
4501 South Lemay Avenue
Fort Collins, CO 80525

situated in Larimer County, State of Colorado. The polling place located at 120 Bristlecone Drive shall also be the polling place for disabled electors and for eligible electors not residing within the District. If the Designated Election Official deems it to be more expedient for the convenience of the eligible electors of the District (who are also eligible electors in other special districts with overlapping boundaries which are conducting elections on Election Day), the Election may be held jointly with such special districts in accordance with coordinated election procedures as set forth in an agreement between all participating special districts. In such event, the election precincts and polling places shall be as set forth in such agreement. The Designated Election Official is authorized to execute such agreement on behalf of the District, which agreement shall include provisions for the allocation of responsibilities for the conduct and reasonable sharing of costs of the coordinated Election.

3. The Board of Directors hereby designates Chris Sheafor as the Designated Election Official on behalf of District who is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Act, Code, or other applicable laws. The Election shall be

conducted in accordance with the Act, Code, and other applicable laws. Among other matters, the Designated Election Official shall publish the call for nominations, appoint election judges as necessary, appoint the Canvassing Board, arrange for the required notices of election and printing of ballots, and direct that all other appropriate actions be accomplished.

4. Applications for mail-in voter's ballots may be filed with the Designated Election Official at 120 Bristlecone Drive, Fort Collins, Colorado, no later than the close of business on the Tuesday preceding the election (5:00 P.M. on Tuesday, April 25, 2023).

5. Self-Nomination and Acceptance Forms are available at the Designated Election Official's office located at the above address. All candidates must file a Self-Nomination and Acceptance Form with the Designated Election Official no later than 5:00 P.M. on Friday, February 24, 2023. Interested candidates, who miss the February 24, 2023 deadline, may still apply to run for director by filing an Affidavit of Intent To Be a Write-In Candidate no later than 5:00 P.M. on Monday, February 27, 2023.

6. If the only matter before the electors is the election of Directors of the District and if, at 5:00 P.M. on Tuesday, February 28, 2023, there are not more candidates than offices to be filled at the Election, including candidates timely filing of Affidavits of Intent To Be a Write-In, the Designated Election Official shall cancel the Election and by Resolution declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with the Code. The Notice, and this Resolution, signed by the Board President, shall be filed with the Division of Local Government.

7. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board's intention that the various provisions hereof are severable.

8. Any and all actions previously taken by the Designated Election Official or the Board of Directors or any other person acting on their behalf pursuant to the Act, the Code, or other applicable laws, are hereby ratified and confirmed.

9. All acts, orders, and resolutions, or parts thereof, of the Board which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

10. The provisions of this Resolution shall take effect immediately.

Adopted and approved this November 14, 2022, by the Board of Directors of the Health District of Northern Larimer County.

Attest:

Molly Gutilla, President

Julie Kunce Field, Vice President

Celeste Kling, Liaison to PVHS Board

Joseph Prows, Treasurer

Ann Yanagi, Secretary



BOARD OF DIRECTORS

2023 Meeting Schedule

Updated November 14, 2022

UNDER TITLE 32 SPECIAL DISTRICT ACT OF THE COLORADO STATUTES

Regular meeting dates are generally the fourth Tuesday at 4:00 p.m. of each month, with the exception of November and December. Additional special meetings and/or work sessions may be scheduled by the Board on an AS NEEDED basis.

Meeting Location: 120 Bristlecone Drive, Fort Collins, CO

NOTE: Meetings may be cancelled or dates and times may change.
Please contact Ms. Anita Benavidez at 224-5209 to confirm any Board meeting.

MEETING DATES		COMMENT
January 24	Tuesday, 4:00 pm	Regular Meeting
February 14	Tuesday, 4:00 pm	Special Meeting
February 28	Tuesday, 4:00 pm	Regular Meeting
March 14	Tuesday, 4:00 pm	Special Meeting
March 28	Tuesday, 4:00 pm	Regular Meeting
April 11	Tuesday, 4:00 pm	Special Meeting
April 25	Tuesday, 4:00 pm	Regular Meeting
May 23	Tuesday, 4:00 pm	Regular Meeting
June 27	Tuesday, 4:00 pm	Regular Meeting
July 25	Tuesday, 4:00 pm	Regular Meeting
August 22	Tuesday, 4:00 pm	Regular Meeting
September 26	Tuesday, 4:00 pm	Regular Meeting
October 26	Thursday, 4:00 pm	Regular Meeting
November 13	Monday, 4:00 pm	Budget Hearing
December 12	Monday, 4:00 pm	Budget Approval

OTHER IMPORTANT DATES/EVENTS

TBD – Annual Board Retreat
TBD – Joint Board Meeting with UCHealth North/PVHS Board
Feb 23-24, 2023 – National Health Policy Conference
November 5 – 8, 2022 – American Public Health Association Annual Conference

Board Approved:

**HEALTH DISTRICT
OF NORTHERN LARIMER COUNTY
September 2022
Summary Financial Narrative**

Revenues

The Health District is .12% ahead of year-to-date tax revenue projections. Interest income is 46.8% ahead year-to-date projections. Lease revenue is 45.7% ahead of year-to-date projections. Yield rates on investment earnings increased to 2.29% (based on the weighted average of all investments). Fee for service revenue from clients is 16.8% behind year-to-date projections and revenue from third party reimbursements is 10.5% ahead of year-to-date projections. Total operating revenues for the Health District (excluding grants and special projects) are 4.9% ahead of year-to-date projections.

Expenditures

Operating expenditures (excluding grants and special projects) are 18.7% behind year-to-date projections. Program variances are as follows: Administration 10%; Board 27.2%; Connections: Mental Health/Substance Issues Services 19.7%; Dental Services 19.7%; MH/SUD/Primary Care 16.1%; Health Promotion 9.8%; Community Impact 24.2%; Program Assessment and Evaluation 6.8%; Health Care Access 24.2%; Resource Development 12.9% and Mulberry Offices 30.1%.

Capital Outlay

Capital expenditures are 99.2% behind year-to-date.

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY
BALANCE SHEET
As of 9/30/2022

ASSETS

Current Assets:	
Cash & Investments	\$8,862,961
Accounts Receivable	111,829
Property Taxes Receivable	91,846
Specific Ownership Tax Receivable	60,636
Prepaid Expenses	18,091
Total Current Assets	<u>9,145,362</u>
Other Assets:	
Lease Receivable	<u>59,275,418</u>
Total Other Assets	<u>59,275,418</u>
Property and Equipment	
Land	4,592,595
Building and Leasehold Improvements	7,276,435
Equipment	1,245,292
Accumulated Depreciation	<u>(3,311,940)</u>
Total Property and Equipment	<u>9,802,382</u>
Total Assets	<u><u>78,223,162</u></u>

LIABILITIES AND EQUITY

Current Liabilities:	
Accounts Payable	806,612
Deposits	10,316
Deferred Revenue	287,793
Total Current Liabilities	<u>1,104,720</u>
Long-term Liabilities:	
Compensated Absences	<u>30,186</u>
Total Long-term Liabilities	<u>30,186</u>
Deferred Inflows of Resources	
Property Taxes	72,751
Leases	59,568,865
Total Deferred Inflows of Resources	<u>59,641,616</u>
Total Liabilities & Deferred Inflows of Resources	<u>60,776,523</u>
EQUITY	
Retained Earnings	14,288,299
Net Income	<u>3,158,340</u>
TOTAL EQUITY	<u>17,446,639</u>
TOTAL LIABILITIES AND EQUITY	<u><u>78,223,162</u></u>

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY
STATEMENT OF REVENUES AND EXPENSES
As of 9/30/2022

	<u>Current Month</u>	<u>Year to Date</u>
Revenue		
Property Taxes	19,094	8,645,626
Specific Ownership Taxes	60,635	503,784
Lease Revenue	113,300	1,454,986
Interest Income	16,288	61,667
Fee For Service Income	9,473	104,269
Third Party Income	72,161	666,612
Grant Income	41,514	505,477
Special Projects	1	12,826
Miscellaneous Income	2,476	20,209
Total Revenue	<u>334,943</u>	<u>11,975,456</u>
Expenses:		
Operating Expenses		
Administration	54,762	683,470
Board Expenses	4,612	50,513
Connections: Mental Health/Substance Issues Svcs	144,588	1,412,032
Dental Services	263,524	2,337,045
Integrated Care (MHSA/PC)	90,789	800,642
Health Promotion	58,193	573,932
Community Impact	57,503	429,942
Program Assessment & Evaluation	24,580	188,110
Health Care Access	66,767	737,874
Resource Development	11,913	127,272
Mulberry Offices	10,514	97,529
Contingency -Operational	953	7,675
Special Projects	54,699	688,878
Grant Projects	37,470	497,191
Total Operating Expenses	<u>880,866</u>	<u>8,632,106</u>
Depreciation and Amortization		
Depreciation Expense	<u>20,736</u>	<u>185,010</u>
Total Depreciation and Amortization	<u>20,736</u>	<u>185,010</u>
Total Expenses	<u>901,602</u>	<u>8,817,116</u>
Net Income	<u>(566,659)</u>	<u>3,158,340</u>

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY
Statement of Revenues and Expenditures - Budget and Actual
As of 9/30/2022

	Current Month			Year to Date			Annual	Remaining
	Budget	Actual	Variance	Budget	Actual	Variance	Budget	Funds
Revenue:								
Property Taxes	\$36,802	\$19,094	\$17,708	\$8,653,344	\$8,645,626	\$7,718	\$8,700,766	\$55,140
Specific Ownership Taxes	56,005	60,635	(4,630)	484,990	503,784	(18,794)	625,000	121,216
Lease Revenue	112,292	113,300	(1,009)	998,673	1,454,986	(456,313)	1,335,549	(119,437)
Interest Income	7,000	16,288	(9,288)	42,000	61,667	(19,667)	65,000	3,333
Sales Revenue	25	0	25	225	0	225	300	300
Fee for Services Income	13,918	9,473	4,445	125,262	104,269	20,993	167,021	62,752
Third Party Reimbursements	79,023	87,646	(8,623)	711,207	785,624	(74,417)	948,273	162,649
Grant Revenue	18,079	41,514	(23,434)	375,787	505,477	(129,690)	1,246,441	740,964
Partnership Revenue	0	1	(1)	0	12,826	(12,826)	0	(12,826)
Miscellaneous Income	1,892	2,476	(584)	17,028	20,209	(3,181)	22,704	2,495
Total Revenue	<u>\$325,036</u>	<u>\$350,428</u>	<u>(\$25,392)</u>	<u>\$11,408,516</u>	<u>\$12,094,468</u>	<u>(\$685,952)</u>	<u>\$13,111,054</u>	<u>\$1,016,586</u>
Expenditures:								
Operating Expenditures								
Administration	\$64,869	\$54,762	\$10,107	\$759,440	\$683,470	\$75,970	\$952,280	\$268,810
Board Expenses	3,192	4,612	(1,420)	69,340	50,513	18,827	79,118	28,605
Connections: Mental Health/Substance Issues Svcs	190,169	144,588	45,581	1,759,068	1,412,032	347,036	2,339,007	926,975
Dental Services	323,062	263,524	59,538	2,910,458	2,337,045	573,413	3,894,293	1,557,248
Integrated Care (MH/SUD/PC)	105,355	90,789	14,566	954,787	800,642	154,145	1,275,292	474,650
Health Promotion	69,698	58,193	11,505	636,424	573,932	62,492	854,448	280,516
Community Impact	62,544	57,503	5,041	566,874	429,942	136,932	757,422	327,480
Program Assessment & Evaluation	22,291	24,580	(2,289)	201,821	188,110	13,712	269,530	81,421
Health Care Access	106,836	66,767	40,069	973,705	737,874	235,831	1,312,744	574,870
Resource Development	16,130	11,913	4,217	146,174	127,272	18,901	195,262	67,990
Mulberry Office	12,822	10,514	2,308	139,458	97,529	41,929	178,020	80,491
Contingency (Operations)	5,000	953	4,047	45,000	7,675	37,325	60,000	52,325
Special Projects	164,440	54,699	109,741	1,491,860	688,878	802,982	3,078,726	2,389,848
Grant Projects	86,114	37,470	48,644	988,099	497,191	490,908	1,246,441	749,250
Total Operating Expenditures	<u>\$1,232,522</u>	<u>\$880,866</u>	<u>\$351,655</u>	<u>\$11,642,508</u>	<u>\$8,632,106</u>	<u>\$3,010,402</u>	<u>\$16,492,583</u>	<u>\$7,860,477</u>
Net Income	<u>(\$907,486)</u>	<u>(\$530,439)</u>	<u>(\$377,047)</u>	<u>(\$233,992)</u>	<u>\$3,462,362</u>	<u>(\$3,696,354)</u>	<u>(\$3,381,529)</u>	<u>(\$6,843,892)</u>

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY

STATEMENT OF NON OPERATIONAL EXPENDITURES - BUDGET TO ACTUAL

For 9/1/2022 to 9/30/2022

	<u>Current Month</u> <u>Budget</u>	<u>Current Month</u> <u>Actual</u>	<u>Current Month</u> <u>Variance</u>	<u>Year to Date</u> <u>Budget</u>	<u>Year to Date</u> <u>Actual</u>	<u>Year to Date</u> <u>Variance</u>	<u>Annual Budget</u>	<u>Annual Funds</u> <u>Remaining</u>
Non-Operating Expenditures								
Land	-	-	-	-	-	-	-	-
Building	160,000	-	160,000	535,000	-	535,000	1,064,500	1,064,500
Construction in Progress	-	775	(775)	-	70,285	-	-	-
Capital Equipment	-	-	-	25,000	-	25,000	50,000	50,000
General Office Equipment	-	1,492	(1,492)	10,000	1,492	8,508	10,000	8,508
Medical & Dental Equipment	-	-	-	34,487	(295)	34,782	34,487	34,782
Computer Equipment	-	-	-	-	-	-	-	-
Computer Software	-	-	-	-	-	-	-	-
Equipment for Building	-	-	-	71,000	4,000	67,000	132,000	128,000
Total Non-Operating Expenditures	<u>\$ 160,000</u>	<u>\$ 2,267</u>	<u>\$ 157,733</u>	<u>\$ 675,487</u>	<u>\$ 75,482</u>	<u>\$ 670,291</u>	<u>\$ 1,290,987</u>	<u>\$ 1,285,791</u>

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY
Statement of Program Revenues and Expenditures - Budget and Actual
As of 9/30/2022

	Current Month			Year to Date			Annual	Remaining
	Budget	Actual	Variance	Budget	Actual	Variance	Budget	Funds
<u>Administration</u>								
Revenue:								
Miscellaneous Income	\$875	\$1,372	(\$497)	\$7,875	\$11,386	(\$3,511)	\$10,500	(\$886)
Total Revenue	875	1,372	(497)	7,875	11,386	(3,511)	10,500	(886)
Expenditures:								
Salaries and Benefits	49,508	47,826	1,682	445,566	402,691	42,875	594,079	191,388
Supplies and Purchased Services	15,361	6,936	8,425	313,874	280,779	33,095	358,201	77,422
Total Expenditures	64,869	54,762	10,107	759,440	683,470	75,970	952,280	268,810
<u>Board of Directors</u>								
Expenditures:								
Salaries and Benefits	0	0	0	8,612	9,796	(1,184)	8,612	(1,184)
Supplies and Purchased Services	3,192	4,612	(1,420)	28,728	16,172	12,556	38,506	22,334
Election Expenses	0	0	0	32,000	24,545	7,456	32,000	7,456
Total Expenditures	3,192	4,612	(1,420)	69,340	50,513	18,827	79,118	28,605
<u>Connections: Mental Health/substance Issue</u>								
Revenue:								
Fees, Reimbursements & Other Income	3,083	3,802	(719)	27,747	27,476	271	37,000	9,524
Total Revenue	3,083	3,802	(719)	27,747	27,476	271	37,000	9,524
Expenditures:								
Salaries and Benefits	164,182	124,503	39,679	1,477,638	1,241,667	235,971	1,970,180	728,513
Supplies and Purchased Services	25,987	20,085	5,902	281,430	170,365	111,065	368,827	198,462
Total Expenditures	190,169	144,588	45,581	1,759,068	1,412,032	347,036	2,339,007	926,975
<u>Dental Services</u>								
Revenue:								
Fees, Reimbursements & Other Income	61,678	71,520	(9,842)	555,102	654,690	(99,588)	740,136	85,446
Total Revenue	61,678	71,520	(9,842)	555,102	654,690	(99,588)	740,136	85,446
Expenditures:								
Salaries and Benefits	261,536	199,739	61,797	2,353,824	1,855,941	497,883	3,138,417	1,282,476
Supplies and Purchased Services	61,526	63,785	(2,259)	556,634	481,105	75,529	755,876	274,771
Total Expenditures	323,062	263,524	59,538	2,910,458	2,337,045	573,413	3,894,293	1,557,248

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY
Statement of Program Revenues and Expenditures - Budget and Actual
As of 9/30/2022

	Current Month			Year to Date			Annual	Remaining
	Budget	Actual	Variance	Budget	Actual	Variance	Budget	Funds
<u>Integrated Care (MHSA/PC)</u>								
Revenue:								
Fees, Reimbursements & Other Income	19,285	7,416	11,869	173,565	96,638	76,927	231,419	134,781
Total Revenue	19,285	7,416	11,869	173,565	96,638	76,927	231,419	134,781
Expenditures:								
Salaries and Benefits	94,990	80,185	14,805	854,910	723,650	131,260	1,139,873	416,223
Supplies and Purchased Services	10,365	10,603	(238)	99,877	76,992	22,885	135,419	58,427
Total Expenditures	105,355	90,789	14,566	954,787	800,642	154,145	1,275,292	474,650
<u>Community Impact</u>								
Revenue:								
Fees, Reimbursements & Other Income	0	0	0	0	0	0	0	0
Total Revenue	0	0	0	0	0	0	0	0
Expenditures:								
Salaries and Benefits	55,254	40,046	15,208	497,286	365,465	131,821	663,073	297,608
Supplies and Purchased Services	7,290	17,457	(10,167)	69,588	64,477	5,111	94,349	29,872
Total Expenditures	62,544	57,503	5,041	566,874	429,942	136,932	757,422	327,480
<u>Program Assessment & Evaluation</u>								
Revenue:								
Fees, Reimbursements & Other Income	0	0	0	0	0	0	0	0
Total Revenue	0	0	0	0	0	0	0	0
Expenditures:								
Salaries and Benefits	19,645	18,933	712	176,805	161,713	15,092	235,728	74,015
Supplies and Purchased Services	2,646	5,647	(3,001)	25,016	26,396	(1,380)	33,802	7,406
Total Expenditures	22,291	24,580	(2,289)	201,821	188,110	13,712	269,530	81,421
<u>Health Promotion</u>								
Revenue:								
Fees, Reimbursements & Other Income	231	0	231	2,079	899	1,180	2,770	1,871
Total Revenue	231	0	231	2,079	899	1,180	2,770	1,871
Expenditures:								
Salaries and Benefits	57,566	50,081	7,485	518,094	486,428	31,666	690,780	204,352
Supplies and Purchased Services	12,132	8,112	4,020	118,330	87,504	30,826	163,668	76,164
Total Expenditures	69,698	58,193	11,505	636,424	573,932	62,492	854,448	280,516

HEALTH DISTRICT OF NORTHERN LARIMER COUNTY
Statement of Program Revenues and Expenditures - Budget and Actual
As of 9/30/2022

	Current Month			Year to Date			Annual	Remaining
	Budget	Actual	Variance	Budget	Actual	Variance	Budget	Funds
<u>Health Care Access</u>								
Revenue:								
Fees, Reimbursements & Other Income	0	0	0	0	0	0	0	0
Total Revenue	0	0	0	0	0	0	0	0
Expenditures:								
Salaries and Benefits	90,114	61,122	28,992	811,026	645,832	165,194	1,081,343	435,511
Supplies and Purchased Services	16,722	5,645	11,077	162,679	92,042	70,637	231,401	139,359
Total Expenditures	106,836	66,767	40,069	973,705	737,874	235,831	1,312,744	574,870
<u>Health Info Source</u>								
Revenue:								
Expenditures:								
<u>Resource Development</u>								
Revenue:								
Fees, Reimbursements & Other Income	0	0	0	0	0	0	0	0
Total Revenue	0	0	0	0	0	0	0	0
Expenditures:								
Salaries and Benefits	14,249	9,708	4,541	128,241	116,192	12,049	170,985	54,793
Supplies and Purchased Services	1,881	2,204	(323)	17,933	11,080	6,852	24,277	13,197
Total Expenditures	16,130	11,913	4,217	146,174	127,272	18,901	195,262	67,990
<u>Mulberry Offices</u>								
Revenue:								
Fees, Reimbursements & Other Income	9,706	15,485	(5,779)	87,354	119,013	(31,659)	116,473	(2,540)
Total Revenue	9,706	15,485	(5,779)	87,354	119,013	(31,659)	116,473	(2,540)
Expenditures:								
Salaries and Benefits	2,892	2,827	65	26,033	25,392	641	34,694	9,302
Supplies and Purchased Services	9,930	7,687	2,243	113,425	72,137	41,288	143,326	71,189
Total Revenue	12,822	10,514	2,308	139,458	97,529	41,929	178,020	80,491

Health District of Northern Larimer County

Investment Schedule September 2022

Investment	Institution	Current Value	%	Current Yield	Maturity
Local Government Investment Pool	COLOTRUST	\$ 1,391	0.017%	1.97%	N/A
Local Government Investment Pool	COLOTRUST	\$ 7,057,665	84.797%	2.62%	N/A
Flex Savings Account	First National Bank	\$ 238,905	2.870%	0.60%	N/A
Certificate of Deposit	Advantage Bank	\$ 142,779	1.715%	0.40%	12/27/2023
Certificate of Deposit	Advantage Bank	\$ 115,280	1.385%	0.25%	9/2/2023
Certificate of Deposit	Points West	\$ 116,175	1.396%	0.28%	6/12/2023
Certificate of Deposit	Points West	\$ 158,229	1.901%	1.00%	4/2/2024
Certificate of Deposit	Adams State Bank	\$ 242,563	2.914%	0.35%	10/7/2023
Certificate of Deposit	Cache Bank & Trust	\$ 250,000	3.004%	0.10%	1/9/2023
Total/Weighted Average		<u>\$ 8,322,987</u>	<u>100.000%</u>	<u>2.29%</u>	

Notes:

The local government investment pool invests in U.S. Treasury securities, U.S. Government agency securities, certificate of deposits, commercial paper, money market funds and repurchase agreements backed by these same securities.



RESOLUTION TO APPROVE SIGNATORS FOR CERTIFICATE OF DEPOSIT ACCOUNTS

Resolution 2022-46

BE IT RESOLVED BY THE Board of Directors of the Health District of Northern Larimer County that the following signators are approved for signing authorization to purchase, renew or close Certificates of Deposit at any eligible public depository bank approved by the Colorado Division of Banking in accordance with the Health District of Northern Larimer County Investment Guidelines. All allowable signatures or authorizations must conform to Policy 2010-01: Financial Accounts Signature Policy adopted by the Health District on the 14th day of November, 2022.

Approved to purchase or close Certificates of Deposit (two signatures required); requires prior approval by Executive Director or designee. The disbursement of funds from closed Certificates of Deposit must be made through an Automated Clearing House (ACH) transaction only to an authorized Health District bank account or by check made payable to the Health District.

Lee Thielen, Interim Executive Director
Laura Mai, Finance Director
Joseph W. Prows, Treasurer

Approved to renew Certificates of Deposit (one signature required).

Lee Thielen, Interim Executive Director
Laura Mai, Finance Director
Joseph W. Prows, Treasurer

ADOPTED, this 14th day of November, A.D., 2022.

Attest:

Molly J. Gutilla, President

Julie Kuncie Field, Vice President

Ann Yanagi, Secretary

Joseph W. Prows, Treasurer

Celeste Holder Kling
UC Health-North/PVHS Board Liaison

Replaces the Following Resolutions:

2018-11 Adopted September 25, 2018

2022-13 Adopted April 14, 2022

2022-32 Adopted September 27, 2022

2022-34 Adopted October 27, 2022

2022-46 Adopted November 14, 2022



**RESOLUTION TO APPROVE SIGNATORS
FOR ACCESS TO
SAFE DEPOSIT BOXES 2219 AND 5542**

Resolution 2022-47

BE IT RESOLVED BY THE Board of Directors of the Health District of Northern Larimer County that any two of the following signators are approved to have access to the Health District's Safety Deposit Boxes 2219 and 5542 at the First National Bank, 205 West Oak Street, Fort Collins, Colorado.

Approved for Signatures

Ann Yanagi, Secretary
Joseph W. Prows, Treasurer
Lee Thielen, Interim Executive Director
Laura Mai, Finance Director
Anita K. Benavidez, Assistant to the Executive Director and the Board of Directors

ADOPTED, this 14th day of November, A.D., 2022.

Attest:

Molly J. Gutilla, President

Julie Kunce Field, Vice President

Ann Yanagi, Secretary

Joseph W. Prows, Treasurer

Celeste Holder Kling
UC Health-North/PVHS Board Liaison

Replaces the Following Resolution:

2010-10 Adopted July 21, 2010
2014-10 Adopted May 21, 2014
2016-14 Adopted July 21, 2016
2018-12 Adopted September 25, 2018
2019-03 Adopted March 28, 2019
2022-03 Adopted April 14, 2022
2022-24 Adopted September 27, 2022
2022-35 Adopted October 27, 2022
2022-47 Adopted November 14, 2022
Resolution 2022-47



RESOLUTION TO APPROVE SIGNATORS FOR ACCESS TO SAFE DEPOSIT BOX 4919

Resolution 2022-48

BE IT RESOLVED BY THE Board of Directors of the Health District of Northern Larimer County that any one of the following signators are approved to have access to the Health District's Safety Deposit Box 4919 at the First National Bank, 205 West Oak Street, Fort Collins, Colorado.

Approved for Signatures

Ann Yanagi, Secretary
Joseph W. Prows, Treasurer
Lee Thielen, Interim Executive Director
Laura Mai, Finance Director
Anita K. Benavidez, Assistant to Executive Director and Board of Directors

ADOPTED, this 14th day of November, A.D., 2022.

Attest:

Molly J. Gutilla, President

Julie Kunce Field, Vice President

Ann Yanagi, Secretary

Joseph W. Prows, Treasurer

Celeste Holder Kling
UC Health-North/PVHS Board Liaison

Replaces the Following Resolution:

2012-5 Adopted September 6, 2012
2014-11 Adopted May 21, 2014
2016-15 Adopted July 21, 2016
2018-13 Adopted Sept. 25, 2018
2019-04 Adopted March 28, 2019
2022-04 Adopted April 14, 2022
2022-25 Adopted September 27, 2022
2022-36 Adopted October 27, 2022
2022-48 Adopted November 14, 2022



RESOLUTION TO APPROVE SIGNATORS FOR ACCESS TO SAFE DEPOSIT BOX 5546

Resolution 2022-49

BE IT RESOLVED BY THE Board of Directors of the Health District of Northern Larimer County that any one of the following signators are approved to have access to the Health District's Safety Deposit Box 5546 at the First National Bank, 205 West Oak Street, Fort Collins, Colorado.

Approved for Signatures

Ann Yanagi, Secretary
Joseph W. Prows, Treasurer
Lee Thielen, Interim Executive Director
Laura Mai, Finance Director
Anita K. Benavidez, Assistant to Executive Director and Board of Directors

ADOPTED, this 14th day of November, A.D., 2022.

Attest:

Molly J. Gutilla, President

Julie Kunce Field, Vice President

Ann Yanagi, Secretary

Joseph W. Prows, Treasurer

Celeste Holder Kling
UC Health-North/PVHS Board Liaison

Replaces the Following Resolution:

2018-14 Adopted Sept. 25, 2018
2019-04 Adopted March 28, 2019
2022-05 Adopted April 14, 2022
2022-26 Adopted September 27, 2022
2022-37 Adopted October 27, 2022
2022-49 Adopted November 14, 2022

Resolution 2022-49



**RESOLUTION TO APPROVE SIGNATORS
FOR ACCESS TO
SAFE DEPOSIT BOX 5742**

Resolution 2022-50

BE IT RESOLVED BY THE Board of Directors of the Health District of Northern Larimer County that any one of the following signators are approved to have access to the Health District's Safety Deposit Box 5742 at the First National Bank, 205 West Oak Street, Fort Collins, Colorado.

Approved for Signatures

Lee Thielen, Interim Executive Director
Laura Mai, Finance Director
Anita K. Benavidez, Assistant to Executive Director and Board of Directors
Ann Yanagi, Secretary
Joseph W. Prows, Treasurer

ADOPTED, this 14th day of November, A.D., 2022.

Attest:

Molly J. Gutilla, President

Julie Kunce Field, Vice President

Ann Yanagi, Secretary

Joseph W. Prows, Treasurer

Celeste Holder Kling
UC Health-North/PVHS Board Liaison

Replaces the Following Resolutions:

2016-18 Adopted on November 15, 2016
2018-15 Adopted on September 25, 2018
2019-06 Adopted on March 28, 2019
2022-06 Adopted on April 14, 2022
2022-27 Adopted on September 27, 2022
2022-38 Adopted on October 27, 2022
2022-50 Adopted November 14, 2022

Resolution 2022-50



RESOLUTION TO APPROVE SIGNATORS FOR FIRST NATIONAL BANK ACCOUNT NUMBER XXX4934

Resolution 2022-51

BE IT RESOLVED BY THE Board of Directors of the Health District of Northern Larimer County that the following signators are approved for signing checks, making fund transfers from this Health District account at First National Bank, 205 West Oak Street, Fort Collins, CO, or signing investment documents in accordance with Health District of Northern Larimer County Investment Guidelines. All allowable signatures or authorizations must conform to Policy 2010-01: Financial Accounts Signature Policy adopted by the Health District on the 14th day of November, 2022.

Approved for Check Signatures (two signatures required for checks over \$25,000, one signature required for checks \$25,000 or less)

Molly J. Gutilla, Board President
Ann Yanagi, Secretary
Joseph W. Prows, Treasurer
Lee Thielen, Interim Executive Director
Laura Mai, Finance Director (limit: \$15,000)

Approved to Authorize Fund Transfers ONLY to Health District Accounts

Ann Yanagi, Secretary
Joseph W. Prows, Treasurer
Lee Thielen, Interim Executive Director
Laura Mai, Finance Director

Approved to Make Automated Clearing House (ACH) transactions through the First National Bank Cash Management System for:

- ♦ Vendor payments for goods and services (excluding employee benefit premiums and insurance premiums). Individual vendor invoices for payment must include authorized signature(s) in accordance with Policy 21-01: Contract Signature Policy. (Invoices over \$25,000 require two signatures). No dollar amount limit).
- ♦ Payments of employee benefit premiums and insurance premiums (No dollar amount limit).

Lee Thielen, Interim Executive Director
Laura Mai, Finance Director

Approved to Make Wire Transfers (two in-person authorizations required; one must be a Board member, the other a staff member)

Ann Yanagi, Secretary (Board Member)
Joseph W. Prows, Treasurer (Board Member)
Lee Thielen, Interim Executive Director (Staff member)
Laura Mai, Finance Director (Staff member)

Approved to Sign Investment Documents (two signatures required); requires prior approval by Executive Director or designee.

Ann Yanagi, Secretary
Joseph W. Prows, Treasurer
Lee Thielen, Interim Executive Director
Laura Mai, Finance Director

ADOPTED, this 14th day of November, A.D., 2022.

Attest:

Molly J. Gutilla, President

Julie Kunce Field, Vice President

Ann Yanagi, Secretary

Joseph W. Prows, Treasurer

Celeste Holder Kling
UC Health-North/PVHS Board Liaison

Replaces the Following Resolutions:

2018-07 Adopted July 21, 2016
2014-05 Adopted May 21, 2014
2010-05 Adopted June 29, 2010
2008-13 Adopted June 24, 2008
2008-4 Adopted
2006-5 Adopted June 27, 2006
2004-8 Adopted February 24, 2004
2002-5 Adopted June 25, 2002
2001-3 Adopted August 28, 2001
2000-16 Adopted October 24, 2000
2000-9 Adopted August 22, 2000
2018-07 Adopted September 25, 2018
2022-09 Adopted April 14, 2022
2022-28 Adopted September 27, 2022
2022-39 Adopted October 27, 2022
2022-51 Adopted November 14, 2022



**RESOLUTION TO APPROVE SIGNATORS
FOR FIRST NATIONAL BANK ACCOUNT
NUMBER XXXX0218**

Resolution 2022-52

BE IT RESOLVED BY THE Board of Directors of the Health District of Northern Larimer County that the following signators are approved for signing checks, and making fund transfers to/from this Health District account at First National Bank, 205 West Oak Street, Fort Collins, Colorado. All allowable signatures or authorizations must conform to Policy 2010-01: Financial Accounts Signature Policy adopted by the Health District on the 14th day of November, 2022.

Approved for Check Signatures (two signatures required for checks over \$25,000, one signature required for checks \$25,000 or less)

Molly J. Gutilla, Board President
Ann Yanagi, Secretary
Joseph W. Prows, Treasurer
Lee Thielen, Interim Executive Director
Laura Mai, Finance Director (limit: \$15,000)

Approved to Authorize Fund Transfers ONLY to Health District Accounts

Ann Yanagi, Secretary
Joseph W. Prows, Treasurer
Lee Thielen, Interim Executive Director
Laura Mai, Finance Director

Approved to Make Automated Clearing House (ACH) transactions through the First National Bank Cash Management System for vendor payments. (Dollar amount limits as specified above).

Lee Thielen, Interim Executive Director
Laura Mai, Finance Director

ADOPTED, this 14th day of November, A.D., 2022.

Attest:

Molly J. Gutilla, President

Julie Kunce Field, Vice President

Ann Yanagi, Secretary

Joseph W. Prows, Treasurer

Celeste Holder Kling
UC Health-North/PVHS Board Liaison

Replaces the Following Resolutions:

2009-04	Adopted May 6, 2009
2010-08	Adopted June 29, 2010
2014-08	Adopted May 21, 2014
2016-10	Adopted July 21, 2016
2018-08	Adopted September 25, 2018
2022-10	Adopted April 14, 2022
2022-29	Adopted September 27, 2022
2022-40	Adopted October 27, 2022
2022-52	Adopted November 14, 2022

DRAFT



**RESOLUTION TO APPROVE SIGNATORS
FOR FIRST NATIONAL BANK ACCOUNT
NUMBER XXX6405**

Resolution 2022-53

BE IT RESOLVED BY THE Board of Directors of the Health District of Northern Larimer County that the following signators are approved for signing checks or making fund transfers from this Health District account at First National Bank, 205 West Oak Street, Fort Collins, CO. This account is to be used solely as a payroll impress account. All allowable signatures or authorizations must conform to Policy 2010-01: Signature Policy adopted by the Health District on the 14th day of November, 2022.

Approved for Check Signatures (two signatures required for checks over \$25,000, one signature required for checks \$25,000 or less)

Molly J. Gutilla, Board President
Ann Yanagi, Secretary
Joseph W. Prows, Treasurer
Lee Thielen, Interim Executive Director
Laura Mai, Finance Director (limit: \$15,000)

Approved to Authorize Fund Transfers ONLY to Health District Accounts

Ann Yanagi, Secretary
Joseph W. Prows, Treasurer
Lee Thielen, Interim Executive Director
Laura Mai, Finance Director

ADOPTED, this 14th day of November, A.D., 2022.

Attest:

Molly J. Gutilla, President

Julie Kunce Field, Vice President

Ann Yanagi, Secretary

Joseph W. Prows, Treasurer

Celeste Holder Kling
UC Health-North/PVHS Board Liaison

Replaces the Following Resolution(s):

2000-10 Adopted August 22, 2000
2002-06 Adopted June 25, 2002
2004-07 Adopted February 24, 2004
2006-06 Adopted February 27, 2006
2008-12 Adopted June 24, 2008
2010-06 Adopted June 29, 2010
2014-06 Adopted May 21, 2014
2016-11 Adopted July 21, 2016
2018-09 Adopted September 25, 2018
2022-11 Adopted April 14, 2022
2022-30 Adopted September 27, 2022
2022-41 Adopted October 27, 2022
2022-53 Adopted November 14, 2022



**RESOLUTION TO APPROVE SIGNATORS
FOR FIRST NATIONAL BANK
SAVINGS ACCOUNT
NUMBER XXXX7351**

Resolution 2022-54

BE IT RESOLVED BY THE Board of Directors of the Health District of Northern Larimer County that the following signators are approved for fund transfers to/from this Health District account at First National Bank, 205 West Oak Street, Fort Collins, Colorado. All allowable signatures or authorizations must conform to Policy 2010-01: Financial Accounts Signature Policy adopted by the Health District on the 14th day of November, 2022.

Approved to Authorize Fund Transfers ONLY from/to Health District Accounts

Ann Yanagi, Secretary
Joseph W. Prows, Treasurer
Lee Thielen, Interim Executive Director
Laura Mai, Finance Director

ADOPTED, this 14th day of November, A.D., 2022.

Attest:

Molly J. Gutilla, President

Julie Kunce Field, Vice President

Ann Yanagi, Secretary

Joseph W. Prows, Treasurer

Celeste Holder Kling
UC Health-North/PVHS Board Liaison

Replaces the Following Resolutions:

2009-05 Adopted August 18, 2009
2010-07 Adopted June 29, 2010
2014-07 Adopted May 21, 2014
2016-12 Adopted July 21, 2016
2018-10 Adopted September 25, 2018
2022-12 Adopted April 14, 2022
2022-31 Adopted September 27, 2022
2022-42 Adopted October 27, 2022
2022-54 Adopted November 14, 2022

Resolution 2022-54



**RESOLUTION TO APPROVE SIGNATORS
FOR COLOTRUST *PRIME* + FINANCIAL
ACCOUNT NUMBER CO-XX-XX27-4001**

Resolution 2022-55

BE IT RESOLVED BY THE Board of Directors of the Health District of Northern Larimer County that any one of the following signators are approved for signing authorization or making fund transfers from the Health District's Colorado Local Government Liquid Asset Trust (COLOTRUST) financial account Number CO-XX-XX27-4001, but only to account numbers CO-XX-XX27-8001 at COLOTRUST or XXXX934 at First National Bank, 205 West Oak Street, Fort Collins, CO., and only according to the Revised Board Policy 2010-01: Financial Accounts Signature Policy adopted by the Health District's Board on the 14th day of November, 2022.

Approved for Signatures

Joseph W. Prows, Treasurer
Lee Thielen, Interim Executive Director
Laura Mai, Finance Director

ADOPTED, this 14th day of November, A.D., 2022.

Attest:

Molly J. Gutilla, President

Julie Kuncie Field, Vice President

Ann Yanagi, Secretary

Joseph W. Prows, Treasurer

Celeste Holder Kling
UC Health-North/PVHS Board Liaison

Replaces the Following Resolution:

2008-19 Adopted October 21, 2008
2014-13 Adopted July 22, 2014
2016-07 Adopted July 21, 2016
2018-05 Adopted September 25, 2018
2022-07 Adopted April 14, 2022
2022-32 Adopted September 27, 2022
2022-43 Adopted October 27, 2022
2022-55 Adopted November 14, 2022



RESOLUTION TO APPROVE SIGNATORS FOR COLOTRUST *PLUS* + FINANCIAL ACCOUNT NUMBER CO-XX-XX27-8001

Resolution 2022-56

BE IT RESOLVED BY THE Board of Directors of the Health District of Northern Larimer County that any one of the following signators are approved for signing authorization or making fund transfers from the Health District's Colorado Local Government Liquid Asset Trust (COLOTRUST) financial account Number CO-XX-XX27-8001, but only to account number: CO-XX-XX27-4001 at Colorado Trust or XXXX934 at First National Bank, 205 West Oak Street, Fort Collins, CO., and only according to the Revised Board Policy 2010-01: Financial Accounts Signature Policy adopted by the Health District's Board on the 14th day of November, 2022.

Approved for Signatures

Joseph W. Prows, Treasurer
Lee Thielen, Interim Executive Director
Laura Mai, Finance Director

ADOPTED, this 14th day of November, A.D., 2022.

Attest:

Molly J. Gutilla, President

Julie Kunce Field, Vice President

Ann Yanagi, Secretary

Joseph W. Prows, Treasurer

Celeste Holder Kling
UC Health-North/PVHS Board Liaison

Replaces the Following Resolution:

2008-17 Adopted October 21, 2008
2014-15 Adopted July 22, 2014
2016-08 Adopted July 21, 2016
2018-05 Adopted September 25, 2018
2022-08 Adopted April 14, 2022
2022-33 Adopted September 27, 2022
2022-44 Adopted October 27, 2022
2022-56 Adopted November 14, 2022



2010-01: FINANCIAL ACCOUNTS SIGNATURE POLICY

[Amended October 27, 2022)]

Presented for Approval: November 14, 2022

Purpose of Policy

In order to maintain internal control on the financial accounts for the Health District of Northern Larimer County while still allowing for a reasonable flow of business, the following designations and restrictions on signatures shall apply:

1) Designated officials for expenditures (excluding funds transfers):

- **Expenditures of Up to \$25,000:** require **one** of the following signatures
- **Expenditures of Over \$25,000:** require **two** of the following signatures (officials with an asterisk "*" must be one of the signatures)
 - *Executive Director
 - Finance Director (limit: \$15,000)
 - Board President
 - Board Secretary
 - *Board Treasurer

Generally the signatures of the Finance Director and/or Executive Director will be used.

2) Fund Transfers by Phone, ONLY to Health District Accounts

The following individuals are authorized to contact banks and investment firms to transfer funds, but only between Health District accounts. There is no limit on the amount of funds that can be transferred between Health District accounts. Expenditures from those accounts are limited by the policies above. Funds transfer report forms will be kept and filed with bank statements

- Finance Director
- Executive Director
- Board Treasurer
- Board Secretary

3) Automated Clearing House (ACH) transactions

The following individuals are authorized to initiate Automated Clearing House (ACH) transactions through the First National Bank Cash Management System for:

- ♦ Vendor payments for goods and services (excluding employee benefit premiums and insurance premiums). Individual vendor invoices for payment must include authorized signature(s) in accordance with Policy 21-01: Contract Signature Policy. (Invoices over \$25,000 require two signatures). No dollar amount limit).

- ♦ Payments of employee benefit premiums and insurance premiums (No dollar amount limit).

Lee Thielen, Interim Executive Director
Laura Mai, Finance Director

4) Wire Transfers

Most fund transfers will take place only between District accounts. In rare occasions, a wire transfer may be necessary from the District checking account. Should such a wire transfer be necessary, the following procedure will apply:

- Individuals authorized to initiate wire transfers include:
 - Finance Director
 - Executive Director
 - Board Secretary
 - Board Treasurer
- Wire transfer authorization must be performed in person at the bank by **two** of the individuals listed above, which must include one staff member and one board member.
- Wire transfer report forms will be kept and filed with bank statements.

ADOPTED, this 14th day of November, A.D., 2022.

Attest:

Molly J. Gutilla, President

Julie Kunce Field, Vice President

Ann Yanagi, Secretary

Joseph W. Prows, Treasurer

Celeste Holder Kling,
UCHealth North/PVHS Board Liaison