



BOARD OF DIRECTORS SPECIAL MEETING

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

**Tuesday, March 8, 2022
4:00 p.m.**



AGENDA

BOARD OF DIRECTORS SPECIAL MEETING

March 8, 2022

4:00 pm

- 4:00 p.m. Call to Order; Introductions; Approval of Agenda.....** Michael Liggett
- 4:03 p.m. PUBLIC COMMENT**
Note: If you choose to comment, please follow the "Guidelines for Public Comment" provided on the back of the agenda.
- 4:08 p.m. DISCUSSION & ACTIONS**
- Appointment of new Executive Director and Approval of Agreement Michael Liggett
 - Appointment of Interim Director Michael Liggett
 - Policy Lisa Ward, Alyson Williams
 - Introduction of New Policy Coordinator
 - State Legislative Proposals
 - HB 22-1064: Prohibit Flavored Tobacco Regulate Synthetic Nicotine
 - SB 22-040: Actuarial Reviews for Health Insurance Mandates
 - Brief Overview of Other Relevant Bills
 - SB 22-081: Health Exchange Education Campaign Healthcare Services
 - HB 22-1152: Prohibit Employer Adverse Action Marijuana Use
 - Other Bills Likely to Be Introduced
 - Overview of the Behavioral Health Transformation Task Force ARPA Funding Recommendations (\$450M one-time investment)
 - Microsoft 365 Enterprise Purchase Karen Spink
 - Community Health Survey Print/Mail Contract Carol Plock
- 5:05 p.m. PRESENTATIONS**
- COVID Update James Stewart
 - COVID and the Health District Carol Plock
 - Report: COVID-related Funding and Expenditures Jessica Shannon
 - Elections Update Chris Sheafor
- 5:30 p.m. OTHER UPDATES & REPORTS**
- Other Executive Director Updates Carol Plock
 - Financials – preliminary Dec 2021
 - Liaison to PVHS/UCHealth North Report Celeste Kling
- 5:45 p.m. PUBLIC COMMENT (2nd opportunity) See Note above.**
- 5:50 p.m. CONSENT AGENDA**
- Approval of the November 9, 2021; December 13, 2021; and January 25, 2022 Regular Meeting Minutes; and the February 7 and February 21 Special Meeting Minutes.
- 5:55 p.m. ANNOUNCEMENTS**
- March 22, 4:00 pm – Board of Directors Regular Meeting
 - April 14, 4:00 pm – Board of Directors Special Meeting
 - April 26, 4:00 pm – Board of Directors Regular Meeting
- 6:00 p.m. ADJOURN**

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

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "AGREEMENT") is made and entered into this ____ day of _____, 2022, by and between the Health District of Northern Larimer County (the "District") and Robert Williams, an individual ("Employee") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Board of Directors of the District (the "Board") desires to employ Employee as the Executive Director of the District;

WHEREAS, Employee has represented having the requisite expertise and experience to perform the work required for the position;

WHEREAS, the Board desires to provide certain benefits, establish certain conditions of employment and set working conditions for the Employee; and

WHEREAS, Employee desires to accept employment as the Executive Director of the District.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Duties. The District agrees to employ Employee as its Executive Director beginning on April 11, 2022 (the "Effective Date"). As Executive Director, Employee has overall responsibility for the operation of the District and for implementation of policies set by the Board, providing leadership in all aspects of the District's functioning. The specific duties are enumerated in the Executive Director job description, the current version of which is attached hereto and incorporated herein as **Exhibit A**, as it may be amended from time to time by the Board.

2. Term.

a. The term of this Agreement shall be for one year from the Effective Date; provided that nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Employee at any time. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from employment with the District. EMPLOYEE IS AND SHALL BE AN "EMPLOYEE AT WILL."

b. Employee agrees to remain in the exclusive employ of the District and neither to accept nor to become employed by any other employer until separation. The term "employed" shall not be construed to include occasional teaching, writing, or consulting performed on the Employee's time off, as approved by the Board.

c. The Parties may extend this Agreement by mutual agreement.

3. Compensation. The salary to be paid to Employee for service as Executive Director shall be \$7,500 per semi-monthly pay period, which is equivalent to \$180,000 on an annualized basis. This is a full-time, FLSA-exempt position.

3/4/2022

4. Paid Time Off. Employee shall receive flexible paid time off ("PTO") in accordance with the policies detailed in the District's employee handbook, as amended from time to time. In addition, Employee shall receive an additional 40 hours of PTO each year to be used in the same manner and subject to the same requirements as set out in the District's employee handbook, as may be amended from time to time. Use of PTO by Employee shall not interfere with the performance of Employee's duties and responsibilities.
5. Other Benefits. Employee shall receive such other benefits as are provided to other full-time permanent employees of the District as set out in the District's employee handbook, which may be amended from time to time, and subject to the terms, conditions, and limitations of each benefit program, which may be modified from time to time by the Board. In addition, at the District's reasonable expense, Employee shall have access to and use of an executive coach of Employee's choice.
6. Performance Reviews. The Board and Employee shall define, in writing, goals and performance objectives that they determine necessary for satisfactory performance of Employee's duties. The Board shall conduct a performance evaluation with the Employee upon Employee completing 6 months' employment and after 1 year of employment from the Effective Date. If this Agreement is extended, performance evaluations shall be conducted annually thereafter. The purpose of the evaluations shall be to establish goals for the next 12 months; to review the performance of the Employee based on the previously agreed performance objectives; and as one basis to inform the compensation of the Employee for the succeeding year.
7. Modification. This Agreement may be modified, amended, changed, or terminated, in whole or in part, only by an agreement in writing duly authorized and executed by the Parties.
8. Waiver. The waiver of a breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or another provision of this Agreement.
9. Integration. This Agreement contains the entire agreement between the Parties and no statement, promise or inducement made by any Party or the agent of any Party that is not contained in this Agreement shall be valid or binding.
10. Severability. Invalidation of any of the provisions of this Agreement of any paragraph, sentence, clause, phrase or work herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this Agreement.
11. Governing Law and Venue. This Agreement shall be construed under the laws of the State of Colorado. In the event of any dispute between the Parties which results in litigation, the exclusive venue for such litigation shall be the District Court in and for the County of Larimer, State of Colorado. Each Party shall be possessed of all remedies, whether legal or equitable, which are provided for and which are available under Colorado law.
12. Third Parties. There are no intended third-party beneficiaries to this Agreement.

**HEALTH DISTRICT OF NORTHERN
LARIMER COUNTY**

By: _____
_____, Board President

EMPLOYEE

Robert Williams

State of Colorado)
) ss.
County of _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____,
2022, by _____.

My Commission expires:

(Seal)

Notary Public

Exhibit A

See attached

Health District

OF NORTHERN LARIMER COUNTY

JOB DESCRIPTION

Exhibit A
Employment Agreement

POSITION TITLE Executive Director

DEPARTMENT Administration

POSITION NUMBER 50-001

HOURS Regular Full-time
40 hours per week
Requires some flexibility in scheduling, including occasional night meetings, weekend events, and local or out of town travel, which may include overnight trips.

POSITION GRADE Grade 21
Salary determined by the Health District Board

FLSA CLASSIFICATION Exempt status

REPORTS TO Health District of Northern Larimer County Board of Directors

The Health District is authorized under Colorado State Statutes to establish and operate facilities providing health (and personal) care services. The Mission of the Health District is to enhance the health of the community.

GENERAL DUTIES/PURPOSE

Assures that the Health District of Northern Larimer County is fulfilling its mission to improve the health status of the community by managing the organization in a way so as to implement the priorities and policies set by the Board of Directors, monitoring the achievement of goals. Leads a dynamic local public organization providing a unique mix of health and health care services; and assists the organization and community in understanding and addressing key barriers to health, and adjusting to the ever-changing challenges and opportunities that impact health and health care. Helps to move the organization and community towards improved health equity in a variety of ways, including but not limited to focusing on greater diversity and inclusion and reducing racism. Works with the Board to keep policies relevant, realistic and updated. Provides positive, effective leadership to the Board, staff and community.

BUDGET RESPONSIBILITY

The Executive Director is responsible for the development of the agency's operational, reserve, and capital budget and presentation to the Board of Directors for approval. In 2022, the Health District budget was approximately \$19.7 million, of which \$16.5 million was budgeted for operational expenditures (with \$12.1 million in ongoing operational revenues).

SUPERVISORY RESPONSIBILITY

Directly supervises approximately nine Directors and one Executive Assistant, for a total of ten individuals. Responsible for the entire staff of the organization, which includes just over 100 staff members, plus PRNs, interns, and volunteers.

Health District of Northern Larimer County

Executive Director

SPECIFIC DUTIES

1) Board of Directors Responsibilities

- a) Works directly with the Board of Directors, assisting them in their role as policymakers, developing policy, priorities, and measurements of success. Serves as professional advisor to the Board. Helps focus the Board attention on the mission to preserve and improve the health status of the community. Keeps the Board members informed of the organization's issues, programs and progress; and of current theory and research relating to health status improvement.

2) General Leadership Responsibilities

- a) Has overall responsibility for the operation of the organization and the implementation of policies set by the Board. Provides leadership in all aspects of agency functioning.
- b) Establishes national, state, and local linkages to information resources for the purpose of helping to inform decisions on the best *practices* for assessing and impacting the health status of the community. Leads the organization in *assessing* the community's current health status, and works with the Board as they *prioritize* barriers to health. Searches for and recommends effective *strategies* for reducing prioritized barriers. Works with the Board to develop a periodic Strategic Plan; implements plan.
- c) Develops community awareness of and support for health status improvement. Creates positive working relationships with other organizations (health, government, not-for-profit, etc.), businesses and the community. Employs community development strategies to involve the community in reducing barriers to health.

3) Programming Responsibilities

- a) Develops and implements specific procedures, programs, and/or projects to fulfill the goals and criteria created by the Board in policy and planning. Assures that community health intervention projects will be measured for value to the community. Reports to the Board the level of success in accomplishing specific goals and objectives. Responsible for meeting the goals and objectives set by the Board, or negotiating changes in goals and objectives with the Board as needed.

4) Staffing Responsibilities

- a) Responsible for the recruiting, hiring, supervision, evaluation and termination of staff. Implements non-discrimination policy. Develops professional competency and teamwork.

5) Fiscal, Legal and Contractual Responsibilities

- a) Develops budget and presents to the Board of Directors. Assures compliance with government regulations and standards. Supervises the financial management of the organization, including receipt and disbursement of funds, deposits, investments, and monthly reports to the Board. Arranges for annual audit. In consultation with legal counsel, develops, monitors, and signs contracts with vendors, consultants, and service providers.

Health District of Northern Larimer County Executive Director

6) Technology Skills

- a) Strong computer skills, including Windows operating system, Outlook email, Microsoft Office Suite word processing (Word), spreadsheet applications (Excel), PowerPoint presentations, and ability to understand and work in databases
- b) Equipment used includes basic business equipment such as computers, phones, copy machines, etc.

7) Requires Reliable Vehicle; Valid Driver's License and Auto Insurance

8) Working Environment/Physical Requirements

- a) The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
 - Must have close visual acuity to perform activities such as: preparing and analyzing data and figures, viewing a computer monitor, extensive reading.
 - Must be able to sit or stand for prolonged periods.
 - Must have eye-hand coordination and manual dexterity sufficient to operate a computer keyboard, telephone, photocopier and other office equipment.
 - Must have normal physical mobility, which includes movement from place to place on the job.
 - Must have the ability to communicate information and ideas verbally so others will understand.
 - Position requires frequent travel using personal vehicle and occasional airplane travel.

The above job definition information has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and qualifications required of employees assigned to this job. Job duties and responsibilities are subject to change based on changing business needs and conditions.

3/8/2022

STAFF: ALYSON WILLIAMS & LISA WARD

POLICY ANALYSIS

HB22-1064: PROHIBIT FLAVORED TOBACCO REGULATE SYNTHETIC NICOTINE

Concerning tobacco products, and, in connection therewith, prohibiting the distribution of flavored cigarettes, tobacco products, or nicotine products, amending the definition of cigarette, tobacco product, or nicotine product to include products containing synthetic nicotine, and directing the prevention services division in the department of public health and environment to convene a working group to develop and implement a grant program to address the needs of communities disproportionately impacted by tobacco and nicotine marketing, sales, and use.

Details

Bill Sponsors: House – *Mullica (D) and Bacon (D)*
Senate – *Priola (R) and Fields (D)*

Committee: House Health & Insurance

Bill History: 1/14/2022 – Introduced

Next Action: 3/9/2022- Hearing in House Health & Insurance Committee

Bill Summary

After July 1, 2022, the bill prohibits the sale, advertising, and marketing of flavored cigarettes, tobacco products, and nicotine products. The bill updates the definition of cigarettes, tobacco products, and nicotine products. A grant program is created to fund applicants who are able to provide evidence-informed and individualized wrap-around services in communities that are disproportionately affected by targeted tobacco and nicotine marketing and sales or by increased or minimally improved tobacco-use and nicotine-use prevalence rates.

Issue Summary

Nicotine Products

A "cigarette, tobacco product, or nicotine product" is a product that contains nicotine or tobacco, or is derived from tobacco that is ingested, inhaled, or applied to skin. These products include, but are not limited to: cigarettes, cigars, e-cigarettes, pipe tobacco, chewing tobacco and hookah tobacco. The nicotine in all of these products may impair prefrontal brain development in adolescents, which can lead to attention deficits.¹ Tobacco use remains the leading cause of preventable death and disease in the United States and in Colorado. For those that use cigarettes and other traditional tobacco products, smoking can cause cancer, heart disease, stroke, lung diseases, diabetes, and chronic obstructive pulmonary disease (COPD).² In Colorado, 25.7 percent of cancer deaths are attributable to smoking.³ Each year, approximately 5,100 Coloradan adults die from their own smoking.³ Additionally, secondhand smoke can lead to many of those same diseases and contributes to approximately 41,000 deaths among nonsmoking adults and 400 deaths in infants each year.³ Primarily due to the nicotine, electronic smoking devices (ESDs) and e-cigarettes are dangerous for development in youth and pregnant women.⁴

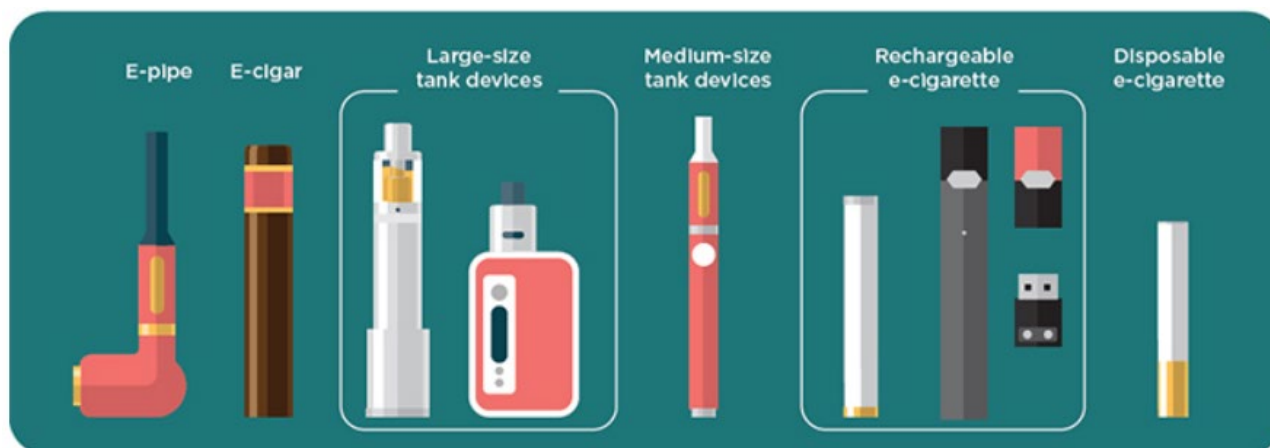
¹ Goriounova, N. A., & Mansvelder, H. D. (2012). Short- and long-term consequences of nicotine exposure during adolescence for prefrontal cortex neuronal network function. *Cold Spring Harbor perspectives in medicine*, 2(12), a012120. doi:10.1101/cshperspect.a012120

² Centers for Disease Control and Prevention (2018). *Health Effects*. Retrieved from https://www.cdc.gov/tobacco/basic_information/health_effects/index.htm

³ Campaign for Tobacco Free Kids (Jan. 15, 2020) *The Toll of Tobacco in Colorado*. Retrieved from <https://www.tobaccofreekids.org/problem/toll-us/colorado>

⁴ CDC. (Nov. 2018). *About Electronic Cigarettes (E-Cigarettes)*. Retrieved from https://www.cdc.gov/tobacco/basic_information/e-cigarettes/about-e-cigarettes.html

E-cigarettes and electronic smoking devices are battery-powered devices that come in a variety of shapes and sizes that produce an aerosol (or vapor) by heating a liquid that contains a variety of chemicals, which can include nicotine, ultrafine chemicals, flavorings, heavy metals, and other volatile compounds.⁵ Users inhale the aerosol into their lungs. Bystanders can also breathe in this aerosol when the user exhales into the air. The figure below from the Centers for Disease Control and Prevention (CDC) demonstrates the variability in the products.⁵



Adult Tobacco and Nicotine Product Use

In the United States, 4.5 percent of adults reported currently using e-cigarettes in 2016.⁶ Of those, 15 percent had never smoked a traditional cigarette. Of note, more than half, 51.2 percent, of the current e-cigarette users in the U.S. were under the age of 35. In 2017, 5.3 percent of Colorado adults reported currently using e-cigarettes⁷ and 14.6 percent currently using cigarettes.⁸ Between 2016 and 2017, 5.5 percent of Larimer County adults reported currently using e-cigarettes.⁶ From 2015 to 2017, 13.4 percent reported currently using traditional cigarettes.⁶ In recent years, one-third of U.S. adults perceive e-cigarettes as equally or more harmful than traditional cigarettes (up from approximately 10 percent in 2012).⁹

According to the FDA, data from the Population Assessment of Tobacco and Health (PATH) Study demonstrates that 86 percent of young adults who ever used tobacco (even once or twice in their lifetimes) reported that the first tobacco product they used was flavored.¹⁰ Another survey of young adults that consumed nicotine through electronic devices found that most began with flavored nicotine products, with fruit, mint, and menthol being the most common starting flavors.¹¹

⁵ CDC. (Nov. 2018). *About Electronic Cigarettes (E-Cigarettes)*. Retrieved from https://www.cdc.gov/tobacco/basic_information/e-cigarettes/about-e-cigarettes.html.

⁶ Mirbolouk, M., et al. (Oct. 2018). Prevalence and Distribution of E-Cigarette Use Among U.S. Adults: Behavioral Risk Factor Surveillance System, 2016. *Ann Intern Med* 169 (7): 429-438. doi: 10.7326/M17-3440

⁷ The survey used the wording "electronic vapor device"

⁸ CO Department of Public Health and Environment (n.d.) *VISION: Visual Information System for Identifying Opportunities and Needs*. Retrieved from <https://www.colorado.gov/pacific/cdphe/vision-data-tool>

⁹ Maheed, Ban A., et al. (2017). Changing Perceptions of harm of E-Cigarettes among U.S. Adults, 2012-2015. *American Journal of Preventative Medicine* 52 (3): 331-338.

¹⁰ FDA (July 18, 2018). *Flavors in Tobacco Products: What are the Potential Risks and Benefits to Public Health?* Retrieved from <https://www.fda.gov/tobacco-products/products-ingredients-components/flavors-tobacco-products-what-are-potential-risks-and-benefits-public-health>

¹¹ Nguyen, N., McKelvey, K., & Halpern-Felsher, B. (Aug. 1, 2019). Popular flavors used in alternative tobacco products among young adults. *Journal of Adolescent Health*. <https://doi.org/10.1016/j.jadohealth.2019.05.004>

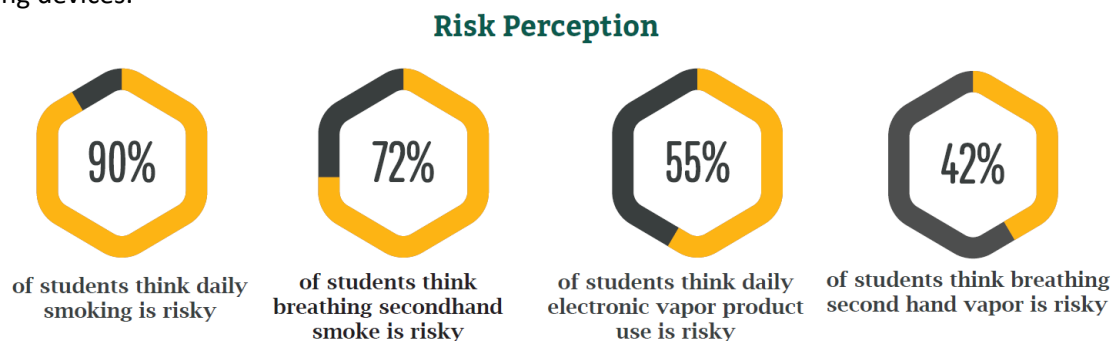
Youth Tobacco and Nicotine Use

The U.S. Food and Drug Administration (FDA) and the Centers for Disease Control and Prevention (CDC) recently released findings from the 2021 National Youth Tobacco Survey (NYTS).¹² The results show high numbers of middle and high school students using e-cigarettes. More than 2 million U.S. youth currently use e-cigarettes and among those youth 85 percent use flavored e-cigarettes. Youth that use electronic smoking devices are substantially more likely than adults to use a non-tobacco flavor and are significantly more likely to use more than one flavor, and to use flavor combinations that do not involve tobacco flavoring.¹³ According to the CDC, many young Americans that consume electronic smoking devices (i.e. e-cigarettes) also use traditional cigarettes and there is some evidence that young people that start with e-cigarettes are more likely to smoke in the future.¹⁴

The Surgeon General reports that current e-cigarette use increased 78 percent among high school students in one year, from 11.7 percent in 2017 to 20.8 percent in 2018.¹⁵ Nearly a third of U.S. youth thought that e-cigarettes were less harmful than traditional cigarettes.¹⁶ About two-thirds of U.S. youth believe that the harmful effects of e-cigarettes are dose-dependent. Research studies have found that youth are three times more sensitive to tobacco advertising than adults, while a third of underage experimentation with smoking is attributable to advertising and promotion by tobacco companies.¹⁷

Local Youth Tobacco and Nicotine Use

In 2019, 25.9 percent of high school students in Colorado reported currently using e-cigarettes and 5.7 percent were current cigarette smokers.¹⁸ In 2017, 32 percent of Larimer County high school students reported using electronic vapor products within the past 30 days.¹⁹ In comparison, 7 percent of all Larimer students reported using cigarettes. The following graphic from the Larimer County Department of Health and Environment illustrates the difference in risk perception of youth in regards to cigarettes and electronic smoking devices.



¹² US Food and Drug Administration (Jan. 10, 2021) *Youth Tobacco Use: Results from the National Youth Tobacco Survey*. Retrieved from <https://www.fda.gov/tobacco-products/youth-and-tobacco/youth-tobacco-use-results-national-youth-tobacco-survey>

¹³ Schneller, L. M., Bansal-Travers, M., Goniewicz, M. L., McIntosh, S., Ossip, D., & O'Connor, R. J. (2019). Use of Flavored E-Cigarettes and the Type of E-Cigarette Devices Used among Adults and Youth in the US-Results from Wave 3 of the Population Assessment of Tobacco and Health Study (2015-2016). *International journal of environmental research and public health*, 16(16), 2991. <https://doi.org/10.3390/ijerph16162991> Retrieved from <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC6720922/>

¹⁴ Centers for Disease Control (Dec. 2018). Quick Facts on the Risks of E-cigarettes for Kids, Teens, and Young Adults. Retrieved from https://www.cdc.gov/tobacco/basic_information/e-cigarettes/Quick-Facts-on-the-Risks-of-E-cigarettes-for-Kids-Teens-and-Young-Adults.html

¹⁵ U.S. Surgeon General (2018). *Surgeon General's Advisory on E-cigarette Use among Youth*. Retrieved from <https://e-cigarettes.surgeongeneral.gov/documents/surgeon-generals-advisory-on-e-cigarette-use-among-youth-2018.pdf>

¹⁶ Ambrose, Bridget K., et al. (2014). Perceptions of the Relative harm of Cigarettes and E-cigarettes among U.S. Youth. *American Journal of Preventative Medicine* 47 (2): 53-60.

¹⁷ Tobacco Free Kids (Jan. 15, 2020). *The Toll of Tobacco in the United States*. Retrieved from <https://www.tobaccofreekids.org/problem/toll-us>

¹⁸ CO Department of Public Health and Environment (n.d.) *Healthy Kids Colorado Survey* Retrieved from <https://cdphe.colorado.gov/hkcs>

¹⁹ Larimer County Department of Health & Environment. *Tobacco Data Brief*.

Menthol

Menthol is a chemical compound found in peppermint and other similar plants. The menthol chemical in nicotine products creates a cooling sensation in the throat, which companies market as “smoother.” As of 2018, sales of menthol cigarettes made up 36 percent of all cigarette sales in the nation; in comparison, the market share of menthol cigarettes was 26 percent in 2000.²⁰ During the period from 2011 to 2015, menthol cigarette sales increased, even while overall cigarette sales were decreasing.²¹ As of 2016, more than 19.5 million people are current smokers of menthol cigarettes.²² The same data found that 85.8 percent of African American smokers, 46 percent of Hispanic smokers, 39 percent of Asian smokers, and 28.7 percent of White smokers smoke menthol cigarettes. Further, more than half of smokers ages 12-17 smoke menthols.

The Food and Drug Administration (FDA) reports have concluded that removing menthol from all commercial tobacco products would benefit the public, avert millions of people from starting to smoke, and save thousands of lives, 33-50 percent of which would be African American.^{23,24} Studies have supported that the removal of menthol from cigarettes is likely to reduce youth smoking initiation, and improve smoking cessation outcomes in adult smokers.²⁵ Individuals with low levels of income or education are more likely to smoke menthol cigarettes than other cigarettes.²⁶

Federal Action

On September 22, 2009, the FDA prohibited cigarettes from containing any “characterizing flavor,” including candy, fruit, and alcohol flavors.²⁷ This prohibition only extends to cigarettes and their component parts (i.e. tobacco, filter, or paper); it does not apply to non-cigarette tobacco products.²⁸ In July 2017, the FDA announced a regulatory plan for tobacco products that prioritized restrictions on kid-attractive flavors, including menthol, and established an agency approach to nicotine.²⁹ On March 21, 2018, the FDA issued a nonbinding advance notice of proposed rulemaking (ANPRM) related to regulating flavors in tobacco products.³⁰ Over 525,000 comments were received in response to the ANPRM. On January 2, 2020 the FDA announced a policy banning certain flavored vaping products; the prohibition only prohibits the sale of flavored e-cigarette cartridges (excluding menthol and tobacco flavors) and does not address the sale of

²⁰ Federal Trade Commission (2019). *Cigarette Report for 2018*. Retrieved from <https://www.ftc.gov/system/files/documents/reports/federal-trade-commission-cigarette-report-2018-smokeless-tobacco-report-2018/p114508cigarettereport2018.pdf>

²¹ Kuiper, N. M., Gammon, D., Loomis, B., Flakey, K., Wang, T. W., King, B. A., & Rogers, T. (2018). Trends in Sales of Flavored and Menthol Tobacco Products in the United States During 2011-2015. *Nicotine & tobacco research : official journal of the Society for Research on Nicotine and Tobacco*, 20(6), 698–706. <https://doi.org/10.1093/ntr/ntx123> Retrieved from <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5711620/>

²² FDA (Jan. 3, 2020). *Menthol and Other Flavors in Tobacco Products*. Retrieved from <https://www.fda.gov/tobacco-products/products-ingredients-components/menthol-and-other-flavors-tobacco-products#reference>

²³ Tobacco Products Scientific Advisory Committee (2011). *Menthol Cigarettes and Public Health: Review of the Scientific Evidence and Recommendations*. Retrieved from <https://wayback.archive-it.org/7993/20170405201731/https://www.fda.gov/downloads/AdvisoryCommittees/CommitteesMeetingMaterials/TobaccoProductsScientificAdvisoryCommittee/UCM269697.pdf>

²⁴ Food and Drug Administration (2013). *Preliminary Scientific Evaluation of the Possible Public Health Effects of Menthol versus Nonmenthol Cigarettes*. Retrieved from <https://www.fda.gov/media/86497/download>

²⁵ Villanti, A. C., Collins, L. K., Niaura, R. S., Gagosian, S. Y., & Abrams, D. B. (2017). Menthol cigarettes and the public health standard: a systematic review. *BMC public health*, 17(1), 983. <https://doi.org/10.1186/s12889-017-4987-z>. Retrieved from <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5747135/>

²⁶ Food and Drug Administration (2013). *Preliminary Scientific Evaluation of the Possible Public Health Effects of Menthol versus Nonmenthol Cigarettes*. Retrieved from <https://www.fda.gov/media/86497/download>

²⁷ Under authority granted by the Family Smoking Prevention and Tobacco Control Act (Pub.L. 111-31)

²⁸ Public Health Law Center (May 2019). *Regulating Flavored Tobacco Products*. Retrieved from <https://www.publichealthlawcenter.org/sites/default/files/resources/Regulating-Flavored-Tobacco-Products-2019-2.pdf>

²⁹ FDA (July 27, 2017). *FDA announces comprehensive regulatory plan to shift trajectory of tobacco-related disease, death*. Retrieved from <https://www.fda.gov/news-events/press-announcements/fda-announces-comprehensive-regulatory-plan-shift-trajectory-tobacco-related-disease-death>

³⁰ Regulations of Flavors in Tobacco, 83 FR 12294, March 21, 2018, Retrieved from <https://www.regulations.gov/document?D=FDA-2017-N-6565-0001>

flavored liquid nicotine sold in open tank systems.³¹ Therefore as of February 6, 2020, many flavored e-liquid pods, including Juul and Juul-compatible products, will no longer be sold legally in the United States.³²

This Legislation

Definitions

A "flavored cigarette, tobacco product, or nicotine product" means a cigarette, tobacco product, or nicotine product that, either before or during the consumption of the cigarette, tobacco product, or nicotine product, imparts a taste or smell other than the taste or smell of tobacco, including any taste or smell relating to fruit, menthol, mint, wintergreen, chocolate, cocoa, vanilla, honey, candy, dessert, alcohol beverage, herb, or spice. The term "synthetic nicotine" means nicotine derived from a source other than tobacco.

Prohibition Sale or Advertising of Flavored Nicotine

A retailer in the state of Colorado cannot sell, market, advertise, or display any cigarette, tobacco product, or nicotine product. Certain conduct by retailers or its employees creates a rebuttable presumption³³ that the product is a flavored nicotine or tobacco product:

- making a public statement or claim that the product imparts a taste or smell other than that of tobacco;
- using text and/or images, on the labeling or packaging of the product to indicate, explicitly or implicitly, that the product imparts a taste or smell other than that of tobacco;
- taking action directed to consumers that would be reasonably expected to cause consumers to believe that the product imparts a taste or smell other than that of tobacco.

This section is only enforceable against a retailer and not against a consumer who purchases, uses, or possesses a flavored product.

Updated Definition

The definition of a "cigarette, tobacco product, or nicotine product" is updated to the following. A product that contains, is made of, or is derived from nicotine, tobacco, or synthetic nicotine and is intended for human consumption, or is likely to be consumed, through ingestion or inhalation or by application to the skin of an individual. this includes any device that can be used to deliver tobacco, nicotine, synthetic nicotine, or any substance that contains nicotine or synthetic nicotine to the person inhaling from the device by aerosolizing or vaporizing, including: electronic cigarettes; electronic cigars; electronic cigarillos; or electronic pipe. Further, this includes any component, part, or accessory of a product that contains tobacco, nicotine, or synthetic nicotine, including filters, rolling papers, blunt or hemp wraps, hookahs, flavor enhancers, or pipes. A "cigarette, tobacco product, or nicotine product" does not include a device, drug, or some sort of combination that is approved by the FDA for sale.

Grant Program

By August 1, 2022, the Prevention Services Division is to convene a working group to develop, implement, and administer a grant program to provide resources to communities disproportionately impacted by the marketing and sales of tobacco and nicotine products and the prevalence of the use of those products. The working group must include representatives from: community-based organizations; public health organizations and institutions; health clinics that serve communities that are disproportionately impacted by tobacco marketing, sales, and use Colorado-based foundations; the kindergarten through twelfth grade

³¹ FDA (Jan. 2, 2020). *FDA finalizes enforcement policy on unauthorized flavored cartridge-based e-cigarettes that appeal to children, including fruit and mint*. Retrieved from <https://www.fda.gov/news-events/press-announcements/fda-finalizes-enforcement-policy-unauthorized-flavored-cartridge-based-e-cigarettes-appeal-children>

³² Public Health Law Center (2020). *Much Ado About Nothing: FDA's Lackluster Effort to Restrict Flavors*. Retrieved from <https://www.publichealthlawcenter.org/blogs/2020-01-08/much-ado-about-nothing-fda%E2%80%99s-lackluster-effort-restrict-flavors>

³³ A rebuttable presumption requires a judge to reach a certain conclusion before hearing any evidence unless the evidence later convinces the judge to reach a different conclusion.

education community; and advocacy organizations that work directly with communities disproportionately impacted by tobacco and nicotine marketing, sales, and use and that provide culturally competent services. The working group shall meet as necessary in order to develop and implement the grant program by January 15, 2023. The working group must develop the process for grant applicants to apply for a grant and the criteria to qualify for a grant. At a minimum, the grant criteria must include that the applicant serves communities and individuals that have been disproportionately impacted by targeted tobacco and nicotine marketing and use in the community; or increased or minimal improvements in tobacco-use and nicotine-use prevalence rates and a heightened need for support and resources to stop personal use; and provides evidence-informed and individualized wrap-around services. The working group shall review grant applications and make recommendations to the Division regarding grant awards, which must be awarded by April 15, 2023, and by each April 15 thereafter. For the 2022-23 state fiscal year, \$10 million dollars are to be awarded to CDPHE for this grant program. The Division shall award two-year grants to applicants based on the recommendations of the working group. The grant program must be reported on in the annual SMART Act hearing.

The bill is effective on July 1, 2022.

Reasons to Support

Ending the sale of flavored e-cigarettes eliminates a major source of e-cigarette demand among young people, and preserves the tobacco flavor for adults who wish to continue using e-cigarettes. Supporters assert that ending the sale of flavored tobacco products will help protect vulnerable populations long targeted by the tobacco industry. The “less harsh” sensation of menthol nicotine products is more appealing to new smokers and young people; prohibiting menthol products would help in stemming the creation of new nicotine product consumers, which may reduce the public health risk of such consumption in Colorado.

Supporters

- American Academy of Pediatrics
- American Federation of Teachers Colorado
- American Heart Association
- American Lung Association
- Blue Rising Together
- Boulder County
- Campaign for Tobacco-Free Kids
- Children’s Hospital Colorado
- Cigna
- City of Boulder
- City of Northglenn
- Colorado Academy of Family Physicians
- Colorado Alliance of Boys and Girls Clubs
- Colorado Association for School Based Health Care
- Colorado Association of Health Plans
- Colorado Association of Local Public Health Officials (CALPHO)
- Colorado Association of School Boards
- Colorado Association of School Executives
- Colorado Chapter- College of Emergency Physicians
- Colorado Dental Hygienists Association
- Colorado League of Charter Schools
- Colorado Medical Society
- Colorado Nurses Association
- Colorado Rural Health Center
- Colorado Society of Osteopathic Medicine
- Counties and Commissioners Acting Together (CCAT)
- CVS Health
- Denver Health
- Denver Public Schools
- Healthier Colorado
- Kaiser Foundation Health Plan
- Kaiser Permanente
- National Jewish Health
- ONE Colorado
- SCL Health
- Stand for Children
- Tobacco Free Kids
- Transform Education Now

- Young Invincibles

Reasons to Oppose

Some may argue that removing all flavors, including menthol, would reduce the use of e-cigarettes by adults as a tool to quit smoking. There is some evidence that restricting e-cigarette access by youth can increase their uptake of cigarettes.³⁴ Additionally, some may say that since adults also like flavors, such a ban punishes law-abiding adults. Some assert that prohibiting menthol products unfairly singles out Black tobacco users. If the sale of flavored tobacco products is prohibited, local black markets may emerge to fulfill demand via illegal sales.

Opponents

- | | |
|--|--------------------------------------|
| • 7- Eleven | • Kum & Go |
| • Albertsons/Safeway | • RJ Reynolds America |
| • Altria | • Rocky Mountain Smoke-Free Alliance |
| • Cigar Association of America | • Smoker Friendly |
| • Colorado Petroleum Marketers Association | • Swedish Match |
| • Colorado Wyoming Petroleum Marketers | • Swisher International |
| • JUUL Labs | • VaporSource |

About this Analysis

This analysis was prepared by Health District of Northern Larimer County staff to assist the Health District Board of Directors in determining whether to take an official stand on various health-related issues. The Health District is a special district of the northern two-thirds of Larimer County, Colorado, supported by local property tax dollars and governed by a publicly elected five-member board. The Health District provides medical, mental health, dental, preventive and health planning services to the communities it serves. This analysis is accurate to staff knowledge as of date printed. For more information about this analysis or the Health District, please contact Lisa Ward, Policy Coordinator, at (970) 224-5209, or e-mail at lward@healthdistrict.org.

³⁴ Friedman, A. (2015). How does electronic cigarette access affect adolescent smoking? *Journal of Health Economics*. Retrieved from <https://scholar.harvard.edu/afriedman/publications/how-do-electronic-cigarettes-affect-adolescent-smoking>

SB22-040: ACTUARIAL REVIEW HEALTH INSURANCE MANDATE LEGISLATION
Concerning actuarial reviews of proposed legislation that may impose a new health benefit mandate on health benefit plans.

Details

Bill Sponsors:	Senate –Smallwood (R)
Committee:	Senate Finance Committee Senate Appropriations Committee
Bill History:	1/14/2022- Introduced in Senate 2/23/2022- Senate Committee on Finance Refer Amended to Appropriations
Next Action:	Hearing in Senate Appropriations Committee
Fiscal Note:	<u>February 14, 2022</u>

Background

This bill is similar to the one that was introduced and postponed indefinitely in the 2021 legislative session (SB21-085). The Health District of Northern Larimer County Board of Directors took two positions on SB21-085; a summary of those positions is included after the description of the bill..

Bill Summary

The following bill summary reflects the bill as amended in the Senate Finance committee.

Actuarial Review

By November 1, 2022, the Division of Insurance (DOI) is to retain one or more contractors that have experience with health care policy and equity, with at least one being an actuary. The contractor is to perform actuarial reviews on proposed legislation that may impose a new health benefit mandate on health plans or reduce or eliminate mandated coverage. Under the direction of the DOI, the contractor is to conduct such reviews of up to 6 legislative proposals, regardless of the number of proposals requested by members of the General Assembly each legislative session. Before September 1, 2022, the DOI must convene a stakeholder meeting regarding the methodology for conducting the analysis.

A member of the General Assembly who requests an actuarial review of a legislative proposal must submit the request to the DOI no later than September 1st of the year preceding the regular legislative session where the proposed legislation would be introduced. For each regular legislative session up to two members of the majority party in the House, two members of the majority party of the Senate, one member of the minority party in the House, and one member of the minority party in the Senate may submit a request for an actuarial review. If more than the allotted number of requests are submitted, the DOI will inform the respective minority/leader, who shall select the proposal(s) that are reviewed by September 15th each year.

An actuarial review must consider the predicted effects of the proposal during the 5 and 10 years immediately following the effective date of the proposed legislation (or during another period if such consideration is more actuarial feasible), including:

- A. An estimate of the number of Coloradans who will be directly affected
- B. Estimates of changes in the rates of utilization of specific health care services
- C. Estimates concerning any changes in consumer cost sharing

- D. Estimates of any premium increases or decreases for plans for individuals and for employers in the small-group, and large-group markets (in terms of percentage increase or decrease and in terms of per-member, per-month charges)
- E. An estimate of the out-of-pocket health care cost changes (in terms of dollar amounts)
- F. An estimate of the potential long-term health care cost changes
- G. Identification of any potential health benefits for individuals or communities
- H. To the extent practicable, the social and economic impacts

For items 'C', 'E', 'F', 'G', and 'H', the review must provide, if available, information concerning who would benefit, cost and benefit changes, and any disproportionate effects that the proposal would have on Coloradans, disaggregated by at least race, ethnicity, sex, gender, and age. To the extent practicable, the review must include a qualitative analysis of the proposal's impacts.

In performing these reviews, the contractor can utilize data from the all-payer claims database, data from carriers, or data from other sources. Carriers must provide information to and cooperate with the contractor and the DOI. The state procurement code does not have to be adhered to for hiring contractors prior to November 1, 2022, or for when contracting for collection of data. However, it must be followed for hiring contractors after November 1, 2022.

A request for a review and the final report resulting from the request is to be treated as confidential except by the member of the General Assembly that made the request until the proposal under review is introduced in the following regular legislative session. If the proposal is not introduced, confidentiality ends after the end of the legislative session following the submission of the request.

This section is repealed November 1, 2027.

Fiscal Notes

In preparing a fiscal note for a piece of legislation that has had an actuarial review, Legislative Council Staff is to include a statement that a report has been prepared and an indication of how the final report may be obtained in its entirety. This section is repealed November 1, 2027.

Effective Date

The bill, subject to a petition, takes effect at 12:01am on the day following the expiration of the 90 day period after the final adjournment of the General Assembly.

Fiscal Note

For FY2022-23 the bill requires an appropriation of \$157,329 to the Department of Regulatory Agencies. Note that the fiscal note reflects the introduced version of the bill, not as it was amended in the Senate

Table 2
Expenditures Under SB 22-040

	FY 2022-23	FY 2023-24
Department of Regulatory Agencies		
Personal Services	\$22,329	\$22,329
Actuarial Contractor	\$60,000	\$60,000
All-Payer Claims Database Fees	\$75,000	\$75,000
Centrally Appropriated Costs ¹	\$18,955	\$18,955
Total Cost	\$176,284	\$176,284
Total FTE	0.2 FTE	0.2 FTE

¹ Centrally appropriated costs are not included in the bill's appropriation.

Finance Committee. Table 2 includes the projected expenditures under the bill. The centrally appropriated costs are not included in the appropriation, which is why the appropriation and the total cost in the table are different.

Health District's Positions on the Prior Similar Bill, SB21-085

March 9, 2021: The Board appreciates the intent of the bill but does not recommend that it be passed without Amendments, because it is an extraordinarily complex challenge to undertake quality analyses, this is likely to have major impacts into the future, and many amendments should be considered. The Board's recommendation is that this concept be referred to a Task Force for further development before passage. At first look, the following amendments should be considered, and there may well be others:

1. Public programs should be excluded from actuarial review.
2. The bill should allow for the request actuarial reviews if an insurance benefit is being cut/reduced- not just adding new benefits
3. Greater focus on health equity (i.e. contractor selected through a process that includes stakeholders; the report should include an equity analysis; adding a section of language that includes identifying who would benefit from the proposal)
4. The description of potential savings should be broken into multiple levels in the same way that the costs are, and look for savings over a window of time.
5. The length of time required for the actuarial analysis should not prohibit a bill from moving in a single legislative session, which may require such bills to be flagged before a regular session begins.
6. Any mandate that results in a premium impact of less than 1% should be deemed negligible and the contractor should not perform the estimates in sections in IV-VII for that mandate. If an equity review or language that outlines the demographics of who would benefit from proposed legislation is added to the bill, the Board urges that that information still be gathered if a premium impact is deemed negligible.

April 13, 2021: The Board voted to Oppose SB21-085. While they appreciate the intent of the law, the concern is that the timing and budget would not allow for the required quality of analysis that would lead to adequate meaningful data from which to make policy decisions

Reasons to Support

Governor Polis has indicated a veto on any bill that imposes an additional insurance mandate. This bill would require new insurance mandate proposals to undergo an actuarial review, by request of an individual legislator, prior to introduction of such legislation. This analysis may add meaningful data regarding fiscal impact during the legislative process for broader consideration of passage into law.

Supporters

- | | |
|---|------------------------------------|
| • Adams County Regional Economic Partnership | • Denver Health |
| • Cigna | • Denver Metro Chamber of Commerce |
| • Colorado Chamber of Commerce | • HCA- The Healthcare Company |
| • Colorado Competitive Council | • Healthier Colorado |
| • Colorado Hospital Association | • Kaiser Foundation Health Plan |
| • Colorado State Association of Health Underwriters | • Kaiser Permanente |
| | • SCL Health |

Reasons to Oppose

Budget may not allow for the required quality of analysis that would lead to adequate meaningful data from which to make policy decisions. Many legislators and proponents may not have a complete legislative

proposal by September 1st each year; therefore, it may take multiple legislative sessions for a proposal to be formulated, drafted, reviewed, and introduced.

Opponents

- AARP
- American Physical Therapy Association, Colorado Chapter

About this Brief

This brief was prepared by Health District of Northern Larimer County staff to assist the Health District Board of Directors in determining whether to take an official stand on various health-related issues. The Health District is a special district of the northern two-thirds of Larimer County, Colorado, supported by local property tax dollars and governed by a publicly elected five-member board. The Health District provides medical, mental health, dental, preventive and health planning services to the communities it serves. This brief is accurate to staff knowledge as of date printed. For more information about this brief or the Health District, please contact Lisa Ward, Policy Coordinator, at (970) 224-5209, or e-mail at lward@healthdistrict.org

MEMORANDUM

TO: Board of Directors
FROM: Karen Spink, Assistant Director
RE: Contract Approval for the Purchase of Microsoft 365 Enterprise
DATE: March 4, 2022

Health District staff respectfully requests approval of the contract to purchase Microsoft 365 Enterprise.

Moving to Microsoft 365 Enterprise is a critical technological and security improvement for the Health District. The benefits include (but not limited to) world class security for all endpoints and emails (including integrated Multifactor Authentication), employee collaboration and communication tools (including SharePoint and Microsoft Teams), simultaneous software upgrades across the organization, free access to many additional apps and tools for increased efficiency, and streamlined IT operations. Many of our key partners have also moved to Microsoft Teams and moving our employees to this platform will also improve communication and collaboration with those partners.

Our ability to piggyback off of contracts entered into by the State of Colorado allows us to take advantage of discounted pricing as well as being eligible to join Microsoft's Government Control Cloud (world class security). The contract also includes access to their consulting service that helps in deploying Microsoft 365 cloud services at no additional cost.

The contract is for three years with an annual subscription rate of \$52,498.50, and includes a non-appropriation clause as required by governmental entities under the State of Colorado's Enterprise Agreement for which we fall under. The funds are available in our 2022 budget, across 4 line items (Microsoft Office Professional Suite, Multifactor Authentication, Microsoft 365, and Zoom). By consolidating 4 different technology needs into one solution (MS 365 Enterprise), we are able to realize an annual savings of \$12,600.

Contracts over \$150,000 require the board to review the actual language of the contract in addition to approval of the expenditure at a board meeting. Since the total amount of the 3-year term is over \$150,000, the contract, pricing agreement and the State of Colorado Enterprise Agreement is included for your review. Your approval is requested to proceed with the purchase of Microsoft 365.

Program Signature Form

MBA/MBSA number

Agreement number

5780372

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10635
Sub250 Form	W29
Product Selection Form	1160663.004_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Health Services District of Northern Larimer County
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

77608791

Framework ID
(if applicable)Previous Enrollment number
(Reseller to complete)**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
- ☐ Enrolled Affiliate only
- ☒ Enrolled Affiliate and all Affiliates
- ☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):
- ☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Health Services District of Northern Larimer County

Contact name* First Chris **Last** Roth

Contact email address* croth@healthdistrict.org

Street address* 120 Bristlecone Dr

City* Fort Collins

State* CO

Postal code* 80524-2031-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 970-530-2788

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online

access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Chris Last Roth

Contact email address* croth@healthdistrict.org

Street address* 120 Bristlecone Dr

City* Fort Collins

State* CO

Postal code* 80524-2031-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 970-530-2788

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Chris Last Roth

Contact email address* croth@healthdistrict.org

Phone* 970-530-2788

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Insight Direct USA, Inc.

Street address (PO boxes will not be accepted)* 6820 South Harl Avenue

City* Tempe

State* AZ

Postal code* 85283-4318

Country* United States

Contact name* Software *Contract Support

Phone* 800-624-0503

Contact email address* contractsupport@insight.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____

Printed name*

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Enterprise

Sub 250 Program Amendment ID W29

The parties agree that the Enrollment is amended as follows:

1. ***On the first page of the Enrollment, the following is added after the second paragraph:***

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. ***Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:***

- a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
 - (i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
 - (v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. ***Software Assurance renewal.***

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	<input type="checkbox"/>
--	--------------------------



By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
<>	<>	<>

Proposal ID

1160663.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	150	150	1.0	No	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
Microsoft 365 E3 USL	150

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	150	150	150	150

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level “A” throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	



Health District of Northern Larimer

Quotation: 0222-Health District of Northern Larimer2-MSEA-EGM

Date: February 1, 2022

Enrollment: NetNew EA

Contract: ADSP016-138244 / 20170000000000000105

****Preliminary/Budgetary Renewal Quote- Pricing subject to change per Microsoft****

Insight Team

Enter AE Name

Enter AE Phone

<http://www.insight.com/azureterms>

Customer understands and acknowledges that it is obtaining the software Products directly from Microsoft Corporation and that Insight provides no warranty to Customer covering the Products purchased hereunder. All warranties relating to such Products are granted solely by Microsoft Corporation.

Health District of Northern Larimer

****BUDGETARY/PRELIMINARY NET NEW****

Quotation: 0222-Health District of Northern Larimer2-MSEA-EGM
Date: February 1, 2022
Enrollment: NetNew EA
Contract: ADSP016-138244 / 20170000000000000105

Subscription Start Date: **2/1/2022**
 Subscription End Date: **1/31/2025**

Year One: 12 Months

Part Number	Item Name	Program	Offering	Level	Purchase Unit	Purchase Period	Pool	Product Type	Product Family	Quantity	Term Price	Extended Price
Enterprise Products												
AAD-34704	M365 E3 GCC Unified ShrdSvr Alnq SubsVL MVL Per User	Enterprise 6	Enterprise	D	1 Month(s)	Non-Specific	Applications	Monthly Subscriptions-\	M365 E3 Ful	150	\$349.93	\$ 52,489.50
12 Month Total:											\$	52,489.50

Year Two: 12 Months

Enterprise Products												
AAD-34704	M365 E3 GCC Unified ShrdSvr Alnq SubsVL MVL Per User	Enterprise 6	Enterprise	D	1 Month(s)	Non-Specific	Applications	Monthly Subscriptions-\	M365 E3 Ful	150	\$349.93	\$ 52,489.50
12 Month Total:											\$	52,489.50

Year Three: 12 Months

Enterprise Products												
AAD-34704	M365 E3 GCC Unified ShrdSvr Alnq SubsVL MVL Per User	Enterprise 6	Enterprise	D	1 Month(s)	Non-Specific	Applications	Monthly Subscriptions-\	M365 E3 Ful	150	\$349.93	\$ 52,489.50
12 Month Total:											\$	52,489.50
36 Month Total:											\$	157,468.50



Volume Licensing

Program Signature Form

MBA/MBSA number

Agreement number

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

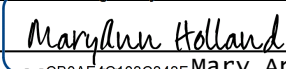
This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Agreement	X20-10210
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	State of Colorado - Governor's Office of Information Technology (OIT)
Signature*	<i>Laura Calder</i> AAADC6558C9A4BD...
Printed First and Last Name*	Laura Calder
Printed Title	CFO
Signature Date*	2/28/2022
Tax ID	84-0644739

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
DocuSigned by:	
Signature	
Printed First and Last Name	Mary Ann Holland
Printed Title	Authorized Signer
Signature Date	2/28/2022
(date Microsoft Affiliate countersigns)	
Agreement Effective Date	
(may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA



Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

- a. with regard to Customer,
 - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
 - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and
 - (iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

“Enrollment” means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

“Enterprise” means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

“Fixes” means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

“License” means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis (“Subscription License”). Licenses for Online Services will be considered Subscription Licenses.

“Microsoft” means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

“Online Services” means the Microsoft-hosted services identified as Online Services in the Product Terms.

“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services published on the Volume Licensing Site and updated from time to time.

“Product” means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

“Product Terms” means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

“SLA” means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

“Software” means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“Software Assurance” is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

“Trade Secret” means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

“use” or “run” means to copy, install, use, access, display, run or otherwise interact.

“Use Rights” means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersedes the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

“Volume Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. *How the Enterprise program works.*

- a. General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.
- b. Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms

of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. ***Licenses for Products.***

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.** The latest Use Rights as updated from time to time, apply to the use of all Products, subject to the following exceptions.
 - (i) **For products with metered usage-based pricing (e.g. metered Microsoft Azure Services)** Material adverse changes published after the start of a calendar month will apply beginning the following month.
 - (ii) **For Versioned Software.** Material adverse changes published after the date a Product is first licensed will not apply to any licenses for that Product acquired during the applicable Enrollment term unless the changes are published with the release of a new version and Customer chooses to update to that version. Renewal of Software Assurance does not change which Use Rights apply to perpetual Licenses acquired during a previous term or Enrollment
 - (iii) **For all other Products (e.g. Office 365 services).** Material adverse changes published after the start of the subscription term will not apply to any licenses for that Product acquired during the applicable Enrollment term.
 - (iv) **For use rights granted through Software Assurance.** Material adverse changes published after the date a Product is first licensed will not apply to any licenses for that Product during the applicable enrollment term unless the changes are published with the release of a new version and Customer chooses to update to that version.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
 - (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

- (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.
- g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. ***Making copies of Products and re-imaging rights.***

- a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
 - (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace, and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. ***Transferring and reassigning Licenses.***

- a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully paid perpetual Licenses to:
 - (i) an Affiliate, or
 - (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (1) a privatization of an Affiliate or agency or of an operating division of Enrolled Affiliate or an Affiliate, (2) a reorganization, or (3) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.
- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.
- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. ***Term and termination.***

- a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.
- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:
- (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or
 - (ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:
 - 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
 - 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.
 - (iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:
 - 1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
 - 2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.
- Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.
- f. Effect of termination or expiration.** When an Enrollment expires or is terminated,
- (i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
 - (ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.
- g. Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.
- h. Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. ***Use, ownership, rights, and restrictions.***

- a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.
- b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.
- d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.
- e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. ***Confidentiality.***

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (1) becomes publicly available without a breach of this agreement, (2) the receiving party received lawfully from another source without a confidentiality obligation, (3) is independently developed, or (4) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (1) for Customer Data until it is deleted from the Online Services, and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. ***Privacy and compliance with laws.***

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (1) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (2) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.
- c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. ***Warranties.***

a. **Limited warranties and remedies.**

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. **Disclaimer.** **Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

11. ***Defense of third party claims.***

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, authority, and must take all reasonable action to mitigate its losses arising from the third-party claim. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope

of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate paid for the applicable Products during the term of this Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. Verifying compliance.

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify such compliance with the Product's license terms. Microsoft will engage an independent auditor and Enrolled Affiliate must provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including visible access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate must provide, without undue delay, the foregoing information and access upon request of the independent auditor.
- b. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 calendar days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate use or distribute. The independent auditor is subject to a confidentiality obligation sufficient to cover the auditor's engagement with Enrolled Affiliate for the verification process. Enrolled Affiliate may, at its discretion, also require a mutually agreeable confidentiality agreement with the independent auditor for access to premises, data

and systems. Such confidentiality agreement between Enrolled Affiliate and auditor must be completed within fourteen (14) days of such request, and shall not restrict the ability for the independent auditor to accurately verify compliance and share the resulting information with Microsoft. Any information collected will be used solely for purposes of determining Enrolled Affiliate's compliance. This verification will take place during normal business hours and the auditor will make best efforts not to interfere with Enrolled Affiliate's operations during the course of the audit.

- c. **Remedies for non-compliance.** If verification reveals any use of Products without applicable license rights, then within 30 days Enrolled Affiliate must order sufficient licenses to cover its use, and, if such use or distribution is determined to be in excess of Enrolled Affiliate's existing licenses by 5% or more of the audited environment(s) in aggregate, then Enrolled Affiliate must reimburse Microsoft for the costs Microsoft incurred in obtaining the verification and acquire the necessary additional licenses. Such licenses will be obtained at 125% of the price, based on the then-current price list. The use percentage is based on the total number of Products used without applicable license rights (as described above) compared to the total Product use. If it is verified that Product use is sufficiently licensed, Microsoft will not require the Enterprise to engage in another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce its rights under these Additional Use Rights and Restrictions or to protect its intellectual property by any other legal or contractual means.

14. *Miscellaneous.*

- a. **Use of contractors.** Microsoft may use contractors to perform services but will be responsible for their performance subject to the terms of this Agreement.
- b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.
- e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- f. **Assignment.** Either party may assign this Agreement to an Affiliate but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

- h. Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- j. No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.
- l. Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- m. Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- n. Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate and is not provided for use by or personal benefit of any specific government employee.
- o. Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.
- p. Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- q. Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Supplemental Contact Information Form State and Local

This form can be used in combination with Agreement and Enrollment/Registration. However, a separate form must be submitted for each Enrollment/Registration, when more than one is submitted on a signature form. For the purposes of this form, "Entity" can mean the signing Entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a Volume Licensing program agreement. Primary and Notices contacts in this form will not apply to Enrollments or Registrations.

This form applies to: ☒ Agreement

☐ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the Entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of Entity*

Contact name*: First Last

Contact email*

Street address*

City* State* Postal code*

Country*

Phone* Fax

☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of Entity*

Contact name*: First Last

Contact email*

Street address*

City* State* Postal code*

Country*

Phone* Fax

☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

3. Subscriptions manager.

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of Entity*

Contact name*: First Last

Contact email*

Street address*

City* State* Postal code*

Country*

Phone* Fax

☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

4. Online Services manager.

This contact will be provided online permissions to manage the Online Services ordered under the Enrollment or Registration.

Name of Entity*

Contact name*: First Last

Contact email*

Street address*

City* State* Postal code*

Country*

Phone* Fax

☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

5. Customer Support Manager (CSM):

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of Entity*

Contact name*: First Last

Contact email*

Street address*

City* State* Postal code*

Country*

Phone* Fax

☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

6. Primary contact information:

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of Entity* State of Colorado - Governor's Office of Information Technology (OIT)

Contact name*: First Jeff Last Stanley

Contact email* jeff.stanley@state.co.us
Street address* 601 East 18th Avenue, Suite 150
City* Denver **State*** CO **Postal code*** 80203-1493
Country*: United States
Phone* 303-591-5323 **Fax**

7. Notices contact and online administrator information:

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ Same as primary contact

Name of Entity*

Contact name*: First Last

Contact email*

Street address*

City* **State*** **Postal code***

Country*:

Phone* **Fax**

☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.



Memorandum

To: Health District Board of Directors
From: Sue Hewitt, James Stewart, Suman Mathur
Date: 3/08/2022
Re: 2022 Triennial Community Health Survey Mail Vendor Agreement

This action requests general approval of a General Services Agreement between the Health District and Press America, for the printing and mailing needs for the 2022 Larimer County Community Health Survey (CHS). Press America was selected through a competitive Request for Proposal Process., and comes highly recommended by organizations that have worked with Press America for multi-wave surveys with an up-front cash incentive, very similar to our CHS. The financial terms in the agreement are for a total not to exceed \$79,846.

The Board gave its approval for a revised timeline for the 2022 Community Health Survey on June 17, 2021. The revised timeline specified moving the CHS data collection phase to the spring of 2022, a change from the traditional fall fielding of the CHS since 1995.

The intended goal of this expenditure is to be able to provide survey data to the Executive Director and Board in mid to late summer of 2022, in time for consideration at its triennial retreat prior to the development of the 2023 budget. Data will also be provided to staff and the community.

The Board's general approval is required because Health District policy states that contracts between \$50,000 and \$150,000 require that the board has considered the general concept of the project and has voted to approve the expenditure. The funds for the Community Health Needs Assessment, including the Community Health Survey, the Community Discussion Groups, and a potential fall follow-up survey, were included in the 2022 budget approved by the board.

Briefly, the current plan and timeline for the community survey is as follows:

- March 8 and 9, 2022. GSA with Press America signed and executed.
- March 21, 2022. Introductory letter with \$2.00 non-contingent incentive and passcode to the online survey in English and Spanish is mailed to ~13,000 randomly selected household in Larimer County.
- April 1, 2022. First reminder postcard with online passcode is mailed to households that have not yet responded.
- April 15, 2022. Packets with the 12 page survey booklets (English and Spanish) and postage paid return envelope is mailed to households that have not yet responded.
- April 29, 2022. Second reminder postcard is mailed to households that have not yet responded.
- May 13, 2022. Fifth and final mail contact sent.
- June 1, 2022. Data collection closes. Analysis begins. In mid-late summer and fall, products developed as per the needs of the Executive Director, Board of Directors, our invested partners (LCDHE, City of Loveland, NCHA), other stakeholders, and the public.

Health District

OF NORTHERN LARIMER COUNTY

2020-2021 COVID-Related Needs Funding Summary

KEY TAKEAWAYS

- 75% of hard costs incurred for COVID-19 response efforts were funded by external sources from 2020 through 2021.
- Total costs from 2020 through 2021 (including reallocated staffing) totaled \$1,243,803; \$751,019 was secured from external sources to support these costs.
- 2020 and 2021 reserve expenditures totaled \$173,954
- \$218,621 in funding was secured to reimburse reallocated staffing costs dedicated to supporting front-line COVID-response efforts; remaining staff costs were absorbed into existing staff budget (staff duties reassigned).

RESERVE EXPENSES								
2020-2021 Overall Revenue and Expense Summary								
COVID-19 Response Project Area (Hard Costs)	2020 Expenses	2020 External Funding	2021 Expenses	2021 External Funding	TOTAL 20-21 EXPENSES	TOTAL EXTERNALLY FUNDED	% FUNDED	
Health District COVID-Related Needs	\$ 204,675	\$ 114,439	\$ 20,464	\$ 32,807	\$ 225,139	\$ 147,246	65%	
Behavioral Health Outreach	\$ 48,250	\$ 47,986	\$ -	\$ -	\$ 48,250	\$ 47,986	99%	
COVID-19 Vaccination	\$ -	\$ -	\$ 60,117	\$ 13,134	\$ 60,117	\$ 13,134	22%	
COVID-19 IRQ (Isolation, Recovery, and Quarantine Sites)	\$ 246,935	\$ 217,621	\$ 125,910	\$ 106,413	\$ 372,845	\$ 324,033	87%	
TOTAL	\$ 499,860	\$ 380,045	\$ 206,492	\$ 152,353	\$ 706,352	\$ 532,398	75%	
Unfunded Hard Costs Expensed to HD Reserves	\$ 119,815		\$ 54,139		\$ 173,954			

OPERATIONAL EXPENSES								
Staffing Reallocated to Major COVID-Related Projects*								
Category	2020 Expenses	2020 External Funding	2021 Expenses	2021 External Funding	TOTAL 20-21 EXPENSES	TOTAL EXTERNALLY FUNDED	% FUNDED	
IRQ, Vaccination, Contact Tracing *A portion of 2021 budgeted staffing costs were externally funded due to documenting the reallocated time for COVID-19 response.	\$ 316,813	\$ 218,621	\$ 220,638	\$ -	\$ 537,451	\$ 218,621	41%	
Unfunded Reallocated Staffing Costs	\$ 98,192		\$ 220,638		\$ 318,830			

TOTAL RESERVES AND OPERATIONAL EXPENSES	2020 Expenses	2020 External Funding	2021 Expenses	2021 External Funding	TOTAL 20-21 EXPENSES	TOTAL EXTERNALLY FUNDED	% FUNDED	
	\$ 816,673	\$ 598,666	\$ 427,130	\$ 152,353	\$ 1,243,803	\$ 751,019	60%	
Unfunded Hard Costs and Reallocated Staffing Costs	\$ 218,007		\$ 274,777		\$ 492,784			

FUNDER SUMMARY				
COVID-19 External Funding				
Source	2020 Funding	2021 Funding	TOTAL	
Caring for CO Vaccine Equity Fund	\$ -	\$ 3,198	\$ 3,198	
Colorado COVID Fund	\$ 25,000	\$ -	\$ 25,000	
Delta Dental of Colorado Foundation	\$ 6,132	\$ 4,812	\$ 10,943	
DOLA Corona Virus Relief Fund (CVRF)	\$ 521,994	\$ 48,006	\$ 570,000	
Emergency Solutions Grant - Cares Act (ESG CV2)	\$ 16,713	\$ 63,288	\$ 80,000	
Emergency Solutions Grant - Cares Act (ESG CV2) Round 2	\$ -	\$ 20,000	\$ 20,000	
Homeward Alliance	\$ 2,300	\$ 2,700	\$ 5,000	
Larimer County 1A Behavioral Health Services COVID Response Fund	\$ 12,500	\$ -	\$ 12,500	
Larimer County Criminal Justice Services	\$ 1,800	\$ 10,350	\$ 12,150	
Larimer County IRQ Site IGA	\$ 11,731	\$ -	\$ 11,731	
Rocky Mountain Health Plans	\$ 497	\$ -	\$ 497	
	\$ 598,666	\$ 152,353	\$ 751,019	

SUMMARY OF COVID-RELATED PROJECTS

HEALTH DISTRICT COVID-Related Needs - Protective Measures/Telework Capabilities															
Expense Category	2020 Expenses		2020 Funding		2021 Expenses		2021 Funding		TOTAL 20-21 EXPENSES		TOTAL FUNDED		TOTAL UNFUNDED		% FUNDED
Cell Phones	\$	24,000	\$	14,136	\$	20,464	\$	15,310	\$	44,465	\$	29,445	\$	15,019	66%
Zoom Subscriptions	\$	7,901	\$	7,780	\$	10,963	\$	7,439	\$	18,864	\$	15,219	\$	3,645	81%
Connections Telehealth (computer equipment and prescribing subscriptions)	\$	12,541	\$	12,419					\$	12,541	\$	12,419	\$	122	99%
Digital Thermometers	\$	2,226	\$	2,226	\$	-	\$	-	\$	2,226	\$	2,226	\$	-	100%
Cleaning for HD Offices (additional costs only due to COVID)	\$	8,281	\$	6,533	\$	-	\$	-	\$	8,281	\$	6,533	\$	1,748	79%
PPE and Supplies (hand sanitizer, disinfectant, HEPA Filters, PPE, other COVID supplies)	\$	32,298	\$	21,504	\$	10,401	\$	9,695	\$	42,699	\$	31,199	\$	11,500	73%
Dental Safety Measures (Fit Testing, isolate system, washers and dryers)	\$	10,973	\$	10,203	\$	-	\$	-	\$	10,973	\$	10,203	\$	770	93%
Plexiglass Dividers for HD Offices	\$	3,582	\$	2,700	\$	-	\$	-	\$	3,582	\$	2,700	\$	882	75%
Legal Consultation	\$	1,519	\$	-	\$	-	\$	-	\$	1,519	\$	-	\$	1,519	0%
PRN Staffing	\$	53,725	\$	-	\$	-	\$	-	\$	53,725	\$	-	\$	53,725	0%
Storage Unit	\$	1,023	\$	-					\$	1,023	\$	-	\$	1,023	0%
Office Equipment for Telework	\$	31,540	\$	31,540	\$	363	\$	363	\$	31,903	\$	31,903	\$	-	100%
Flu Vaccine Incentives	\$	3,750	\$	-	\$	-	\$	-	\$	3,750	\$	-	\$	3,750	0%
Community COVID-Related Needs (Rescue Mission Sink)	\$	11,316	\$	5,399	\$	-	\$	-	\$	11,316	\$	5,399	\$	5,917	48%
	\$	204,675	\$	114,439	\$	42,192	\$	32,807	\$	246,867	\$	147,246	\$	99,621	60%

BEHAVIORAL HEALTH OUTREACH - COVID-19 Connections Emotional Support Line										
Expense Category	2020 Expenses		2020 Funding	2021 Expenses	2021 Funding	TOTAL 20-21 EXPENSES		TOTAL FUNDED	TOTAL UNFUNDED	% FUNDED
Social Media and Print Advertising	\$	500	\$ 236	N/A	N/A	\$	500	\$ 236	\$ 264	47%
Connections COVID-19 Emotional Support Line Awareness Campaign	\$	47,750	\$ 47,750	N/A	N/A	\$	47,750	\$ 47,750	\$ -	100%
	\$	48,250	\$ 47,986			\$	48,250	\$ 47,986	\$ 264	99%

COVID-19 VACCINATION - Vaccine Clinics and Collaborative Outreach												
Expense Category	2020 Expenses	2020 Funding	2021 Expenses	2021 Funding	TOTAL 20-21 EXPENSES		TOTAL FUNDED		TOTAL UNFUNDED		% FUNDED	
Vaccine Clinic Medical Equipment and Supplies	N/A	N/A	\$ 5,261	\$ 5,194	\$	5,261	\$	5,194		67	99%	
Vaccine Clinic Other Costs (Incentives, food, supplies, volunteer gift cards)	N/A	N/A	\$ 18,946	\$ 7,939	\$	18,946	\$	7,939	\$	11,007	42%	
Vaccine Clinic Front Desk Hours (Additional hours to support clinics)	N/A	N/A	\$ 5,032	\$ -	\$	5,032		-	\$	5,032	0%	
Vaccine Equity (Collaborative vaccine equity clinic costs and outreach)	N/A	N/A	\$ 30,878	\$ -	\$	30,878	\$	-	\$	30,878	0%	
			\$ 60,117	\$ 13,134	\$	60,117	\$	13,134	\$	46,984	22%	

COVID-19 IRQ EXPENSES																
Expense Category	2020 Expenses		2020 Funding		2021 Expenses		2021 Funding		TOTAL 20-21 EXPENSES		TOTAL FUNDED		TOTAL UNFUNDED		% FUNDED	
IRQ Myrtle/Shields/Loveland Inn																
Lease	\$	16,280	\$	16,280	\$	11,100	\$	9,250	\$	27,380	\$	25,530	\$	1,850		93%
Security (cameras and security services)	\$	85,451	\$	85,196	\$	64,816	\$	64,816	\$	150,267	\$	150,012	\$	255		100%
Cleaning Services	\$	25,340	\$	25,340	\$	5,097	\$	-	\$	30,437	\$	-	\$	-		0%
Utilities (Water, electricity, gas, trash, internet)	\$	9,170	\$	9,030	\$	5,147	\$	3,581	\$	14,317	\$	12,611	\$	1,706		88%
Repair/Maintenance	\$	5,541	\$	5,529	\$	-	\$	-	\$	5,541	\$	-	\$	-		0%
Transportation	\$	19,256	\$	4,950	\$	10,871	\$	9,750	\$	30,127	\$	-	\$	-		0%
Insurance	\$	981	\$	-	\$	-	\$	-	\$	981	\$	-	\$	981		0%
Meals/Food Supplies	\$	1,807	\$	1,888	\$	16,211	\$	14,250	\$	18,018	\$	16,138	\$	1,880		90%
General Supplies	\$	15,358	\$	6,051	\$	12,668	\$	4,766	\$	28,026	\$	-	\$	-		0%
	\$	179,183	\$	154,264	\$	125,910	\$	106,413	\$	305,093	\$	204,290	\$	6,672		67%
Northside Aztlan (cleaning, meals, transportation, security, supplies)																
Meals	\$	3,414	\$	-		N/A		N/A	\$	3,414	\$	-	\$	3,414		0%
Transportation	\$	1,650	\$	1,650		N/A		N/A	\$	1,650	\$	1,650	\$	-		100%
Insurance	\$	981	\$	-		N/A		N/A	\$	981	\$	-	\$	981		0%
General Supplies	\$	1,557	\$	1,557		N/A		N/A	\$	-	\$	-	\$	-		0%
Security	\$	59,730	\$	59,730		N/A		N/A	\$	59,730	\$	59,730	\$	-		100%
Printing	\$	420	\$	420		N/A		N/A	\$	420	\$	420	\$	-		100%
	\$	67,752	\$	63,357					\$	66,195	\$	61,800	\$	4,395		93%
TOTAL COVID-19 IRQ EXPENSES	\$	246,935	\$	217,621	\$	125,910	\$	106,413	\$	372,845	\$	324,033	\$	48,812		87%

Health District
OF NORTHERN LARIMER COUNTY
BOARD OF DIRECTORS
BUDGET HEARING AND MEETING
November 9, 2021

Health District Office Building
120 Bristlecone Drive, Fort Collins
Remote

MINUTES

BOARD MEMBERS PRESENT: Michael D. Liggett, Esq., Board President
Joseph Prows, MD MPH, Board Treasurer
Celeste Kling, J.D., Liaison to UCH-North/PVH
Molly Gutilla, MS D.Ph., Board Vice President
Johanna Ulloa Giron, Psy.M., MSW, Board Secretary

Staff Present:

Carol Plock, Executive Director
Chris Sheafor, Support Services Director
James Stewart, Medical Director
Karen Spink, Assistant Director
Laura Mai, Finance Director
Xochitl Fragoso, Asst. Finance Director
Lin Wilder, Special Projects Director
Lorraine Haywood, Ret. Finance Director
Richard Cox, Communications Director

Staff Present:

MJ Jorgensen, Project Implementation Coord.
Julie Estlick, Communications Specialist
Sue Hewitt, Evaluation Coordinator
Suman Mathur, Evaluator & Data Analyst
Jessica Shannon, Res. Development Coord.
Anita Benavidez, Executive Assistant

Public Present:

Diana Dwyer
Terri Tyler
Taylor Kelly

CALL TO ORDER; INTRODUCTIONS & APPROVAL OF AGENDA

Director Michael Liggett called the meeting to order at 4:02 p.m.

The agenda was amended to remove the October 28, 2021 Board of Directors Meeting Minutes from the Consent Agenda.

MOTION: To approve the agenda as Amended
Moved/Seconded/Carried Unanimously

PUBLIC COMMENT

None

BUDGET PRESENTATION & PUBLIC HEARING

Health District 2022 Budget Presentation and Public Hearing

Introduction: Carol Plock, Executive Director and Lorraine Haywood, Finance Director presented the 2021 budget, starting with the Health District's Mission – to enhance the health of the community – noting that Health District's functions come from statutory powers relating to health care services, and that work is primarily around providing, connecting to, improving, and/or growing health care services. Ms. Plock noted that the November 2020 budget hearing was created amidst the many challenges presented by the COVID-19 pandemic. Now, one year later, we are still seeing many continued challenges coming from COVID. Her focus, during the budget process, has been on setting the Health District up for its best success with a new executive director in 2022.

Overview of Regular (Operational) Services

Regular services funded by the Health District's operational budget include the organization's top priority, funding to address **Mental Health/Substance Use Issues**, including Connections, CAYAC, the

integration of MH/SU care into primary care (Integrated Care program), and Community Dual Disorders Treatment. Experts predicted a rise in mental health and substance use issues due to the stressors of COVID, and our staff report that it is hitting right now. In Connections, our adult team is recently experiencing nearly more demand than we can serve, and Integrated Care also reports higher levels than before. Staff is applying for emergency dollars available through Larimer County to aid in this arena, and the budget also includes some increase in staffing.

The second highest priority for the Health District is aiding the community in **accessing health care**. Larimer Health Connect is the primary program, which continues to be busy helping community members find and apply for the right coverage for their particular situation. Much is different in their work since COVID, since there are new options that provide better assistance with health insurance costs. During the declared public health emergency, those who come onto Medicaid can stay on it until the end of the emergency. However, at that time (expected in 2022), many people will need assistance in finding other affordable insurance options. Funding has been included for enhanced outreach for that stage.

Our Prescription Assistance service offers help in affording prescriptions, utilizing discount cards, vouchers, and other approaches. The 2022 budget includes \$50,000 from reserves funds to take advantage of the new and unique opportunity to provide long-acting injectable alcohol use disorder medication assisted treatment (MAT) as a person is leaving jail, when they have detoxed and now have care coordinators who would have 30 days to connect them to a provider for their next injection.

Staff continue to work with the Medicaid Accountable Care Collaborative, which remains focused on facilitating care coordination for local Medicaid enrollees. This year, collaborative members' attention has been on adjusting to COVID-19, payment formula changes, and workforce challenges. The Regional Accountable Entity (RAE) is working on a special project designed for people with complex needs.

Access to **affordable dental** care remains a major community need. COVID is still a big factor in how many people we can serve, and staff are transitioning to a patient care coordination approach, focusing on improved rates of completion of dental plans. Senior dental care remains a priority, as does care for those who must receive their care under anesthesia. Expanding access to specialty dental care is still on hold, as community dentists are also challenged by COVID and its impact on capacity and workforce. Some staffing funds reserved as placeholders in the budget have been reallocated to other budget priorities for 2022.

The **Community Impact Team continues to focus on helping the community make long-term improvements in mental health and substance use services**. For 2022, the focus will be on the Substance Use Transformation Project, including building enhanced provider and community knowledge; providing input into the use of anticipated COVID funding likely to be available through the county and city; helping with a competency and restoration mapping project; and working on the new Needs Assessment of the whole behavioral health system, identifying gaps and priorities.

Health Promotion and preventive services have been significantly impacted by the COVID pandemic. Tobacco cessation is going strong, since COVID is a big incentive to stop. The Heart Health Program has been reduced during COVID, but remains important – those with hypertension have a high risk for COVID severe illness. In 2022, COVID-19 is anticipated to remain a big focus, including the continuation of COVID vaccinations, and getting people experiencing homelessness connected to health care.

Advance Care Planning is a small but mighty program – made more important during COVID due to the importance of having advance care directives in place. Its sole part time staff member focuses on educating the community about the importance of ACP, directly assisting individuals and families in completing and filing their plans, and training providers, volunteers, and community groups to assist. With COVID, they are doing more tele-consults and virtual employee campaigns.

Other regular services include **Communications**, which has provided essential messaging during COVID and also focus on outreach for service programs; **Policy**, since a change in federal, state, and local

policy can make an enormous difference; and **Resource Development**, which has pulled in significant funding in 2020 and 2021, getting close to reimbursement for the great majority of our extra spending around COVID. The **Evaluation** team shifted gears significantly through the pandemic including assisting with contact tracing, some of the EDIT work in process, coordinating our vaccination efforts, and helping with the IRQ. 2022 will be a big year for the team, since in addition to their other duties, it is the year of the 10th triennial community health assessment, which is scheduled to occur earlier than ever before.

Overview of Key Time Limited Services (funded through Reserves, Grants, and/or Partnerships)

Major projects include time-limited expansion of staff for Connections/CAYAC, including for Psychiatrist Nurse Practitioner and Psychological Testing, fully staffing and expanding outreach for Larimer Health Connect and Health Care Access, and as previously noted, conducting the Community Health Triennial Needs Assessment, and providing Prescription Assistance for Alcohol Use Disorder MAT in jails.

Other key time-limited services include funds for dental senior care, specialty care, and client assistance; CIT for the MH/SU Alliance, SUD Transformation, MAT in jails and other special projects; Integrated Care; and Advance Care Planning. There is one FTE for CIT included to work on the Re-Assessment project.

Community Planning, Change, and Training: Health Equity efforts were ramping up well when the COVID pandemic hit, changing our equity focus. \$240,000 has been included in the budget for equity work, including the hiring of a Health Equity Implementation Manager; two bilingual behavioral health providers, and a variety of other health equity, diversity, and inclusion activities.

Other funds have been set aside for targeted program outreach; intensive staff recruitment – like the rest of the country, recruitment is expected to be a particular challenge in 2022; the planned renovation of the Mulberry site at a cost of just over \$1M; website update, possible name change and outreach, emergency preparedness and transition management. Grant funds and some Health District funds are anticipated to be used for vaccinations, as well as potentially hiring a nurse care manager for the IRQ for people experiencing homelessness. There are a variety of other funds included in the budget to be used if needed, for things such as new projects implementation, dentist loan repayment, preventive medicine resident, facility repairs, consultants, and grant matches and obligations.

Timelines and Deadlines

Laura Mai, Finance Director, introduced Xochitl Fragoso, the new assistant finance director. She has been with the Health District for about 16 years.

- December 10, 2021 – Final assessed valuation due from the County
- December 13, 2021 – Board of Directors meeting to adopt the budget and appropriate money
- December 15, 2021 – Deadline for Board of Directors to adopt the 2022 budget and appropriate money AND deadline for Certification of Mill Levy to County Commissioners.

Revenues

Although property and ownership tax is anticipated to increase by 4.54%, when all estimated revenue sources are totaled, the revenue increase between 2021 and 2022 is 2.28%, or about \$290,961. In determining actual tax revenues to the Health District, several adjustments are made. Tax revenue reductions to the Health District due to Tax Increment Financing (TIF) total \$498,373. Slightly lower Specific Ownership Tax revenue is expected, reducing revenue by \$25,000, and County collection fees will increase slightly, for a total reduction of about \$186,608. When comparing inflation with local growth, inflation appears to be taking a sharp turn up, while local growth headed down in 2021; in September, they were at 1.392% and CPI at 3.78% locally. The Mill Levy will hold steady at 2.167 for the coming year.

Key changes in the budget: For revenue, the key increases are in property tax, with a modest increase in fee income, while the key decreases are in investment income and specific ownership tax. Key changes in

expenditures are planned expenditure of around \$1M for 425 W. Mulberry, increased investment in behavioral health services; the triennial community health needs assessment, a 2.5% fixed pay increase as well as some market adjustments resulting from the recent biannual salary survey, increases in fixed costs and COVID-related changes. After changes in revenue and expenditures are totaled, the Health District has approximately \$437,000 more to spend. After the fixed cost increases and the recommend fixed pay increase of 2.5%, there was \$183,146 left to allocate for all other purposes.

The pie graphs of expenditures show that the Health District spends about 6% of its budget on administrative costs. Programmatically, behavioral programs and the dental clinic each take up about 1/3 of the budget.

Public Hearing/Public Comment

There was no public comment.

Board Discussion and Questions

A Board member asked for clarification on the comment that the 2022 budget was developed with an eye on setting up the new ED for success. Ms. Plock explained that, with the current uncertainty of COVID and other factors, she tried to build in some flexibility if some funding needs to go in one direction or another, and for things that could change, for example the potential name change. Staff also took into consideration where programs or individuals are overwhelmed and where relief is needed. A variety of different factors were taken into account in recommending the External Affairs Director position.

Director Liggett asked for clarification on dramatic budget changes should the new executive director want to shift funds. While there is room for refinement by the new ED, any significant amendments would have to go back to a public hearing. There was also a question about whether we pay county collection fees on TIF; TIF is excluded in that calculation.

The board was reminded that this is the first draft of the budget, and that when final property valuations are received from the county in December, budget amendments may need to be made before final budget approval by December 15. Director Ulloa Giron noted that she had some concerns about the external affairs director position and would not support the budget if it was included, as well as concerns about spending Health District funds to staff the IRQ.

PRESENTATION & DISCUSSION

COVID-19 Update

Dr. James Stewart provided a brief update on COVID starting with good news. Another antiviral drug, Paxlovid (by Pfizer), has proven successful against COVID, with a 5-day oral Rx, slashing the risk of hospitalization and death by 89% among people with COVID-19 who are at high risk of severe illness. Merck's antiviral holds steady at a risk reduction of 50%, and the Monoclonal antibodies provide a 70% risk reduction. Over the past week, Larimer County cases, positivity rate, hospitalizations and ICU use have remained flat. However, acute care and ICU beds are at or over capacity. Contingencies are being developed behind the scenes as Colorado remains in the Top 5 across the US for all things COVID.

BOARD DISCUSSION & DECISION

Resolution 2021-16, Election Resolution, Polling Place Election

In preparation for the 2022 Elections, this resolution establishes the fact that we will have an election, appoints Chris Sheafor as our election official, identifies election polling places, and allows cancellation of elections if applicants are only equal to the number of vacant seats.

**MOTION: To approve Resolution 2021-16 Election Resolution, Polling Place Election
Moved/Seconded/Carried Unanimously**

Compass Advisory Committee Nomination

Compass editor Julie Estlick presented the Board with a memo identifying two prospective members of the Compass Advisory Committee: Paul Matthews and Anne Moyer, RN, BSN.

**MOTION: To approve Paul Matthews and Anne Moyer, RN, BSN, for the Compass Advisory Committee
Moved/Seconded/Carried Unanimously**

Isolation/Recovery and Quarantine Facility Temporary Reinstatement

With the uptick in COVID cases and the concern about the more contagious Delta variant, Larimer County again finds itself in need of a temporary IRQ for people experiencing homelessness. While efforts continue on a longer-term solution, a short-term solution is being devised. CSU has agreed to use of their property on Myrtle again. City and County staff are engaged in the discussions are underway. The first critical need before the Health District could commit to this project is funding. The County has requested a budget and concept paper, and is very likely to make the commitment to provide the funds for the IRQ program, including the location, staffing, security, cleaning, food, etc.

The second critical need before a Health District commitment is securing a temporary Program Coordinator; a potential appropriate candidate was identified by city staff. The Program Coordinator would hire other temporary staff; overnight coverage would be provided by a security company. Ms. Plock would assume supervision over the Program Coordinator until her retirement, at which point Dr. James Stewart will step in. The \$224,000 budget would likely be provided through the County via ARPA or FEMA funds. The Health District/s facilities team will be needed to get the facility up and running again. A small amount in reserves has been set aside for anything Federal funding won't cover. This would be a 6-month project running from December 2021 through May 2022.

In board discussion a Board member asked why the County wouldn't just run the project (and provide the supervision), since they will be providing the funding. The County currently does not have enough staff to meet demands. Meanwhile, the City's time is focused on closing in on interim overflow shelter for the winter months and development of a community plan for both a short term (3-4 years) improved shelter to hopefully start in late 2022, and eventually a permanent improved shelter. The Rescue Mission's staff is stretched beyond limits by needing to staff both the regular shelter, which is overflowing, and the temporary winter months overflow shelter.

**MOTION: To approve the temporary reinstatement of the IRQ, run by the Health District, on the condition that the majority of funding is secured from other sources, and that Health District extra expenditures do not exceed \$20,000.
Moved/Seconded/Carried Unanimously**

2022 Board Meeting Schedule

The Board was presented with the proposed 2022 Board Meeting Schedule. It was noted that the January 10 meeting can be stricken.

**MOTION: To approve the Board meeting schedule as amended
Moved/Seconded/Carried Unanimously**

UPDATES & REPORTS

Executive Director Update

Ms. Plock provided the Board with an update on the executive director search, noting that the recruiter has met with all of the Board members and the Management Team. The community listening sessions have been set, including community partner leaders, rural, an open community session, and the Latinx community. The staff survey was initiated last week, and the community survey will be released later this week. There will be some changes in board meetings; the November 15 and January 10 Board meetings can be taken off schedules. An additional meeting will be added on December 7, the January 25 Board meeting will be extended; and two full-day meetings will be added in late January or early February to

continue the process. The Board requested that the recruiter provide a written timeline, and requested invitations to the open community session.

Vaccination demand has picked up as we get booster shots lined up. It is unclear how much of the vaccination process will be picked up by primary care and the county health department. Director Prows noted that his primary care organization is, at least in the near-term, out of the vaccination business.

Liaison to PVHS/UCHealth North Report

Director Kling reported that everyone is on overload and they have had no recent board meeting.

PUBLIC COMMENT (2nd opportunity)

None

CONSENT AGENDA

- Approval of Minutes for the July 27 and September 28, 2021 Regular Board Meetings; minutes for October 28, 2021 were removed from the consent agenda.

MOTION: To approve the consent agenda as amended
Moved/Seconded/Carried Unanimously

ANNOUNCEMENTS

- December 13, 2021, 4:00 pm – Board of Directors Regular Meeting and Budget Approval
- January 25, 2022, 4:00 pm – Board of Directors Regular Meeting

ADJOURN

MOTION: To Adjourn the Meeting
Moved/Seconded/Carried Unanimously

The meeting was adjourned at 5:45 p.m.

Respectfully submitted:

Anita Benavidez, Assistant to the Board of Directors

Michael D. Liggett, Esq., Board President

Molly Gutilla, MS D.Ph., Board Vice President

Celeste Kling, J.D., Liaison to UCH-North and PVHS Board

Joseph Prows, MD MPH, Board Treasurer

Johanna Ulloa Giron, Psy.M., MSW, Board Secretary

Health District
OF NORTHERN LARIMER COUNTY
BOARD OF DIRECTORS
REGULAR MEETING
December 13, 2021

Health District Office Building
120 Bristlecone Drive, Fort Collins
Remote Meeting

MINUTES

BOARD MEMBERS PRESENT: Michael D. Liggett, Esq., Board President
Molly Gutilla, MS DrPH, Board Vice President
Celeste Kling, J.D., Liaison to UCH-North/PVH
Joseph Prows, MD MPH, Board Treasurer
Johanna Ulloa Giron, Psy.M., MSW,* Board Secretary
**Joined the meeting just before the COVID update*

Staff Present:

Carol Plock, Executive Director
Chris Sheafor, Support Services Director
James Stewart, Medical Director
Karen Spink, Assistant Director
Lin Wilder, Special Projects Director
Richard Cox, Communications Director

Staff Present:

Lorraine Haywood, Finance Director, retiring
Xochitl Fragoso, Assistant Finance Director
Anita Benavidez, Executive Assistant
Angela Castillo, Eval and Assessment Specialist

Public Present:

Diana Dwyer, League of Women Voters LC

CALL TO ORDER; INTRODUCTIONS & APPROVAL OF AGENDA

Director Michael Liggett called the meeting to order at 4:02 p.m. All members of the board were present except Director Ulloa Giron.

The agenda was amended to remove the November 9 Board meeting minutes from the Consent agenda.

MOTION: To approve the agenda as Amended
Moved/Seconded/Carried Unanimously

PUBLIC COMMENT

None

BOARD ACTION

Budget Approval

Changes since the draft Budget

Ms. Plock noted that she had forwarded to the Board a public comment that was received via email and has been added to the meeting packet. There were very few changes since the Board reviewed the draft budget – a very slight decrease in Property Tax Revenue; employee wages went up a bit while employee benefits and program expenses dropped slightly. Some conferences were moved from operational to reserve dollars to balance the budget.

Approval of Resolutions 2021-17 Adopt Budget; 2021-18 Set Mill Levies; 2021-19 Appropriate Sums of Money; 2021-20 Revenues to Reserve Account; Certification of Tax Levies

MOTION: To approve the 2022 Health District of Northern Larimer County Budget as presented and the following resolutions: 2021-17 Adopt Budget; 2021-18 Set Mill Levies; 2021-19 Appropriate Sums of Money; and 2021-20 Revenues to Reserve Account; as well as the Certification of Tax Levies.

Moved/Seconded/Carried Unanimously

Approval of Executive Director Job Description Revisions

There was a board question about why the Health District uses the term “Executive Director” rather than “Chief Executive Officer,” just out of curiosity rather than a suggestion. Staff were not sure; it may be identified as Executive Director in the state Statutes and is typical of special districts.

MOTION: To approve the job description as revised.

Moved/Seconded/Carried Unanimously

The Board meeting for February 8 will be cancelled. Director Ulloa Giron joined the meeting.

PRESENTATIONS AND DISCUSSION

Status Update COVID-19 and Vaccinations – Dr. James Stewart

Dr. Stewart updated stats on COVID-19 indicating a drop in three of the four metrics – hospitalizations showed a slight uptick. There was a dip around Christmas last year, and this year seems to be following that pattern. Last year, there were no vaccines yet, and this year there is both the Delta and the Omicron variants, so it is unclear what might happen. The impact of Omicron, isn’t yet understood. Larimer County is a bit higher than the state in reproduction but remains under one. The Mountain West wave has shifted to the Mid-West while we are seeing hot spots globally. Omicron appears to be more contagious but less dangerous - although that could be a result of immunity, either by vaccine or previous illness, or because it is less virulent. If it remains less virulent and outcompetes Delta, it could be very positive for the world.

The Health District has been successful with vaccine clinics, providing 2,838 doses to 1,774 unique individuals thus far. A clinic is currently underway in Red Feather Lakes, expected to deliver about 100 doses, with additional clinics planned at the Murphy Center and Holy Family Church. There have been nearly 600 boosters since August. Outreach has included phone calls, social media, and emails.

COVID-19 and the Health District, Current Status – Carol Plock

Ms. Plock reported an earlier conversation with Kevin Unger of UCHealth, who believes cases are moderating, with swings remaining. The number of cases are going down but there are still a lot of very, very sick people. UCHealth is trying to move elective surgeries back into the schedule.

Vaccination Clinics: Both Larimer County and UCHealth’s vaccinations clinics are full, and they expect to need our help into the next year. Our clinics have been full since three things converged: the approval of vaccination for ages 5-12, the authorization of 3 vaccines for boosters, and Colorado’s recommendation that everyone in proper age groups become eligible for boosters.

IRQ: Larimer County is guaranteeing funding for the IRQ, so the Myrtle Houses are being brought back up to usability, and are almost there. An IRQ Site Coordinator has been hired and began today – Ashley Kreis, and we are posting for two additional staff, with interviews scheduled this week. We are close to

an agreement with community corrections. The agreements have been written so that if there are no COVID positives, the site could be used as a temporary non congregate location for people experiencing homelessness who are at high risk if they get COVID, although the hope is that a grant being proposed by the county and Homeward Alliance will make hotel rooms available for that purpose. Hospitals and shelters continue to tell us that is very important to open the IRQ.

Health care providers are reminding everyone that COVID is still very much in our community.

Impact on Staff and Staffing: There is continuing impact on our own staff, including staff who have come down with COVID, family members getting, some very serious cases, and quarantines of staff and family members – having a direct impact on both that staff person and their family, and those who must fill in, creating a constant rotation of staff.

COVID's impact on staffing is extreme in our community. In a recent meeting with primary care, long term care, and the hospital, they noted that nurses at all levels are extremely difficult to find and are requiring re-structuring plans. Staffing issues are anticipated to impact the Health District in the area of a nurse care manager position for the IRQ, a regular Health District nurse, behavioral health professionals, and dental staff. Community health centers in Colorado have over 1,000 jobs vacant. COVID has turned a staffing problem into a staffing crisis for health care.

OTHER UPDATES & REPORTS

Executive Director Updates – Carol Plock

Ms. Plock reported that our HR department is very busy with openings including an accountant, policy coordinator, two IRQ staff members, and more. Larimer Health Connect staff are incredibly busy due to open enrollment being in full swing, and sudden challenges with staffing levels. In 2022, we are working on bringing back some normalcy, with quarterly reports returning, and supervisors working on annual plans and projections, including working with staff to define goals/objectives so that hopefully pay for performance can return in 2023.

As the Community Impact Team works with the MHSU Alliance, attention is turning to the potential for one time, big difference ARPA funding; our community will have about \$89M to spend. Both the City and the County have Mental Health as priorities, and the Alliance is looking at time-limited projects with critical local needs. Some possibilities include recovery housing; workforce development pipeline; a pediatric mental health/substance use center. Other possibilities include a community information exchange platform that will allow the different systems to communicate, and respite care for teens and adults.

425 W. Mulberry- Renovations planning has begun, working with architects to make the building ADA compliant, add door security, and make the changes needed to move Larimer Health Connect there in the future.

Liaison to PVHS/UCHealth North Report

Board member Celeste Kling reported that MCR is buying a couple of medical buildings on their campus. Construction at PVH continues, as they transition the old ER to surgical facilities. UCHealth financials remain strong overall. FEMA is providing an advanced medical team in December to help handle the COVID staffing demands. MCR has set up a monoclonal antibody clinic to administer the limited COVID treatments that are allocated locally. Dr. Bill Neff is retiring as medical director, with Dr. Diana Breyer named as his replacement.

PUBLIC COMMENT (2nd opportunity)

None

CONSENT AGENDA

The November 9 minutes were removed from the consent agenda.

- Approval of Minutes for the October 28, 2021 Board Meeting
- September 2021 Financials

MOTION: To approve the consent agenda
Moved/Seconded/Carried Unanimously

ANNOUNCEMENTS

- January 25, 2022, 4:00 pm – Board of Directors Regular Meeting
- February 7, 2022 8:00 am – Board of Directors Special Meeting
- February 21, 2022, 8:00 am – Board of Directors Special Meeting
- February 22, 2022, 4:00 pm – Board of Directors Regular Meeting

The Board requested bi-weekly updates on the Executive Director search.

ADJOURN

MOTION: To Adjourn the Meeting
Moved/Seconded/Carried Unanimously

The meeting was adjourned at 4:50 p.m.

Respectfully submitted:

Anita Benavidez, Assistant to the Board of Directors

Michael D. Liggett, Esq., Board President

Molly Gutilla, MS DrPH, Board Vice President

Celeste Kling, J.D., Liaison to UCH-North and PVHS Board

Joseph Prows, MD MPH, Board Treasurer

Johanna Ulloa Giron, Psy.M., MSW, Board Secretary

Health District
OF NORTHERN LARIMER COUNTY
BOARD OF DIRECTORS
REGULAR MEETING
January 25, 2022

Health District Office Building
120 Bristlecone Drive, Fort Collins
Remote Meeting

MINUTES

BOARD MEMBERS PRESENT: Michael D. Liggett, Esq., Board President
Molly Gutilla, MS DrPH, Board Vice President
Joseph Prows, MD MPH, Board Treasurer
Celeste Kling, J.D., Liaison to UCH-North/PVH
Johanna Ulloa Giron, Psy.M., MSW, Board Secretary

Staff Present:

Carol Plock, Executive Director
Chris Sheafor, Support Services Director
Dana Turner, Dental Services Director
James Stewart, Medical Director
Karen Spink, Assistant Director
Laura Mai, Finance Director
Lin Wilder, Special Projects Director
Richard Cox, Communications Director
Angela Castillo, Eval & Assessment Specialist
Sue Hewitt, Evaluation Coordinator

Staff Present:

Anita Benavidez, Executive Assistant

Public Present:

Austin Leffel
Beth Thurston, League of Women Voters
Christina Taylor
Diana Dwyer, League of Women Voters
Megan Carpenter

Presenter:

David Ayraud, Larimer County Attorney

CALL TO ORDER; INTRODUCTIONS & APPROVAL OF AGENDA

Director Michael Liggett called the meeting to order at 4:01 p.m.

The November 9, 2021 and December 13, 2021 Board Meeting Minutes were removed from the Consent Agenda.

MOTION: To approve the agenda as Amended
Moved/Seconded/Carried Unanimously

PUBLIC COMMENT

None

PRESENTATION AND DECISION

Colorado Opioid Settlement Waiver – David Ayraud, Larimer County Attorney

After just over five years of work, nationwide opioid settlements have been reached with the “Big 3” distributors (McKesson, Cardinal Health, and AmerisourceBergen) and Janssen. In August 2021, the Colorado Attorney General signed the Colorado Opioids MOU. In order to receive the full settlement payments, a minimum of 95% of local governments were required to participate. Colorado estimates 99% of local governments that were required to participate (the Health District was not in that original group) have approved the MOU.

When funds are distributed, they must be used for opioid abatement projects. In Colorado, they will be dispersed directly in the following increments: 10% to the state, 20% to participating local governments, 60% to regions and 10% to specific abatement infrastructure projects (which is anticipated to aid rural areas). The bulk of the funding locally will come through the 60% regional share; Larimer County has been designated as one of the regions in the state. The 20% going to participating local governments does not include the Health District, but rather cities and counties with 10,000 population or more.

The estimated regional share for Larimer County ranges between just under \$12M up to \$15M. It is not yet known when the funds will come in yet, but they are anticipated to be spread over an 18 year period. Most of the ‘settlers’ want to front-load it, so there would be more funding in the beginning than towards the end. A Larimer Regional Governance council will be established with voting members from Larimer County, the cities of Fort Collins, Loveland, and Wellington, and a representative from the Board of Health. There will also be a committee of non-voting subject matter experts, which tentatively includes the Health District; an intergovernmental agreement (IGA) has not been completed yet.

The Health District is being asked to sign two releases. The request for releases from the Health District and Poudre School District came from the defendants to the Colorado Attorney General, though they didn’t share much information about why – it is not clear if these districts are even eligible to file lawsuits. It is possible that if the releases were not signed, the defendants might delay payment, or hold back a certain amount of the disbursement to cover any additional lawsuits. Signing the releases is anticipated to expedite disbursement of the funds.

In board discussion one question was whether having a guaranteed seat on the committee can be a condition of signing the release. Mr. Ayraud responded that while it would be possible to request a seat, it is doubtful that the defendants would agree to any changes in the nationally developed forms. It is likely that the committee members will be the same as listed in the presentation, but the specifics have not yet been ironed out. The Board also requested more information on who is being released – that is, a more comprehensive list of companies included in the releases. Mr. Ayraud noted that there are two different releases – one for Janssen and one for the distributors, and that the distributors list needs to remain flexible, since additional defendants may sign on to the settlement in the future.

When a board member noted that the Health District would like to be a member of the community committee, Mr. Ayraud noted that the list of participants will be put into the IGA when it is developed, although it is possible that the IGA could be amended in the future. Another question was whether the committee would be a working group. The Governance Council would invite input on how best to use the funds, and the voting members would review and approve abatement projects for local services. The subject matter expert committee would function separately and have input on priorities, but would not have voting authority; some of the members may have a conflict of interest. The board asked about timing; they would like to have the releases signed in February if possible. They requested a more comprehensive list of those who would be released before February 7, in order to make a decision at the February 7 Board meeting.

PRESENTATIONS

COVID and the Health District – Dr. James Stewart, Medical Director and Carol Plock, ED

As most know now, the omicron variant is highly contagious. Symptoms are generally less severe with a reduced risk of hospitalization, ICU admission, mechanical ventilation and death. However, the sheer numbers are causing a huge strain across the country and locally. Larimer County’s test positivity rate is currently at 28.4% (reflected in high case counts – a 7 day case rate/100k of 1,287). Hospitalizations have not risen in the same proportion to case counts, though the ICU is at 108% of capacity. Vaccinations (both initial and boosters) limit susceptibility. If current trends hold, the omicron variant may have peaked; the state wastewater surveillance graph for Fort Collins shows numbers going down.

Health District vaccine clinics have administered 3,414 doses to 2,214 individuals, with about 10% of those doses going to people experiencing homelessness. A new nurse for the Health District starts next week and a temporary nurse case manager for the IRQ has been hired.

Ms. Plock provided additional information, commenting ‘how things can change rapidly in hospitalizations.’ She noted that in a meeting last week with local health care providers, UCH reported local hospitalization rates above 100%, with 23 of the 24 cases occurring in the preceding 24 hours. They reminded participations that while the hope is that we heading into an Omicron downturn locally, hospitalizations are not likely to peak and go down until the middle of February.

COVID Impact to the Health District: In noting how quickly things can change with COVID, Ms. Plock shared that the last time we met on Dec. 13, the focus on the Delta variant, and there had been a weeks’ decline from orange status down to yellow. That was short-lived, and by Christmas Eve, the trend was back to orange, and starting the steep climb of cases that have been about 5x or more of what we were experiencing just prior to Christmas. From the first case detected in the US on Dec. 1, Omicron flew so fast that about a week ago, just 1 ½ months later, 1 in 10 people in CO were infected, with a peak in 7 day case rates/100k in Larimer Co. at over 1,500. Leaders from health care, schools, and human services report experiencing worse difficulties than ever being able to continue to provide services, since so many people are out either because of having COVID or taking care of a family member.

The Health District has been experiencing the same thing – many of our workers and their families being hit with COVID, including some pretty serious cases. Estimates are that between 15 and 20% of uor staff have been directly impacted, and programs are making constant adjustments to keep services going.

The Myrtle IRQ, serving those experiencing homelessness as well as those in community corrections, was once again opened in the midst of this surge - to its first guest on December 31, and things have been very busy ever since. Two additional staff have been added to the team (the county is funding the project). In the last 26 days, the IRQ has served 44 guests ranging in age from 8 months to 72 years. It was a challenge opening so quickly with the need so high. The IRQ team is identifying best practices and connecting people to resources in the community – case managers, therapists, doctors, and for one guest, housing through the VA.

2022 Board of Directors Election Timeline and Overview –Chris Sheafor, Elections Official

Election Day is May 3, 2022 with a total of four seats open: three with three-year terms, and one with a one-year term. A call for nominations will be published on Thursday, January 27. Applications will be available at the Health District or on the website. February 25, 5:00 pm, is the deadline for nominations, with the exception of write-in candidate self-nomination forms that have until February 28, 5:00 pm.

If the number of applications does not exceed the open seats, the election would be canceled on March 1 – however, this is not expected. A candidate must specify on the application whether they are seeking: a 3-year term or 1-year term. They cannot apply for both. The first week of April, ballots will be mailed to voters previously requesting to be on the permanent absentee list. In Compass, via US mail, or downloaded from the Health District website, applications for absentee ballots are available now. The last day to request absentee ballots is April 26.

The election will run from 7:00 am – 7:00 pm on May 3 at two locations: the Health District offices at 120 Bristlecone and Spirit of Joy Lutheran Church at 4501 S. Lemay. All absentee ballots must be received by 7:00 pm on May 3. Results will be tallied at the close of the election and results will be given to the Board members later in the evening (typically, 9 – 10 pm).

OTHER UPDATES & REPORTS

Executive Director Updates and Quarterly Report – Carol Plock

Programs continue to tackle the intense needs of the community. As noted in the quarterly report, most of our programs were experiencing increased demands in 2021 (over 2020), and the demands continue into 2022. There has never been a more important time to work on community change efforts, and MJ Jorgensen and Lin Wilder have been busy on Community Impact projects that have the potential to make very significant long-term changes in behavioral health for our community. The projects range from providing input from the MHSU Alliance to the city and county regarding the use of ARPA and other federal funds; to working on the re-assessment of BH needs leading to a new community behavioral health plan; to detailed work on mapping the competency and restoration challenges; to working on a new initiative for a center of excellence pipeline for behavioral health workforce.

A new policy coordinator, who has extensive, pertinent experience, starts in February. Lisa Ward is coming to us from Denver Health, where she worked as a Government Relations Specialist working on legislative priorities. She also has the unique perspective of having been on the front lines as an EMT.

In answer to a question from the board about IRQ staffing, it is being funded by other partners, currently the County, but potentially also a grant for an additional nurse case manager. It was also noted that when we did an announcement about closing last week due to weather, it was only in English, and a request to do announcements in Spanish as well.

Liaison to PVHS/UCHealth North Report – Celeste Kling

Overall, financials are strong. Occupancy rate continues to be high as Delta variant patients remain hospitalized. UCHealth has a huge current focus on caring for their employees, who have been through so much in the last couple of years. Hospitals are experiencing increased workplace disturbances and violence among clients and staff. Staff are worn out. A group of 15 health care workers from the National Guard noted that they loved their PVH experience; perhaps some will come back to join the team. Telemedicine continues at the rate of 30% plus. A decision made by recommending committee focuses on moving Mountain Crest's inpatient mental health services to PVH; it would be a two-year transition. The mental health outpatient facility may be on the same campus, or across the street.

PUBLIC COMMENT (2nd opportunity)

Christina Taylor said that she was unable to find information on our website about how best to vote, and requested that the voting process be easier to access, and offered in Spanish as well as English.

CONSENT AGENDA

The November 9 and December 13 meeting minutes were removed from the consent agenda.

- Resolution 2022-01: Establish Meeting Dates
- Resolution 2022-02: Public Posting of Meeting Notice
- October and November 2021 Financials
- Board Policy Update Amendments
 - 99-01 Pol: Contract Signature Policy
 - 99-7 Pol: Establishing and Communicating a Position on Policy Issues

MOTION: To approve the consent agenda as amended
Moved/Seconded/Carried Unanimously

ANNOUNCEMENTS

- February 7, 8:00 am – 5:00 pm, Board of Directors Special Meeting
- February 21, 8:00 am – 5:00 pm, Board of Directors Special Meeting
- February 22, 4:00 pm – Board of Directors Regular Meeting

ADJOURN & EXECUTIVE SESSION

A motion was made to adjourn the Regular Meeting and go into Executive Session.

MOTION: To adjourn the Regular Meeting and retire to Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. §24-6-402(4)(e), regarding the appointment of a new Executive Director. At the close of the Executive Session, the board meeting will adjourn and the board will take no further action.

Moved/Seconded/Carried Unanimously

The Regular Board Meeting was adjourned at 5:03 pm, as the Board retired to Executive Session.

Respectfully submitted:

Anita Benavidez, Assistant to the Board of Directors

Michael D. Liggett, Esq., Board President

Molly Gutilla, MS DrPH, Board Vice President

Celeste Kling, J.D., Liaison to UCH-North and PVHS Board

Joseph Prows, MD MPH, Board Treasurer

Johanna Ulloa Giron, Psy.M., MSW, Board Secretary

Health District
OF NORTHERN LARIMER COUNTY
BOARD OF DIRECTORS
SPECIAL MEETING
February 7, 2022

Health District Office Building
120 Bristlecone Drive, Fort Collins
Remote Meeting

MINUTES

BOARD MEMBERS PRESENT: Michael D. Liggett, Esq., Board President
Joseph Prows, MD MPH, Board Treasurer
Celeste Kling, J.D., Liaison to UCH-North/PVH
Molly Gutilla, MS DrPH, Board Vice President
Johanna Ulloa Giron, Psy.M., MSW, Board Secretary

Staff Present:
Carol Plock, Executive Director
Chris Sheafor, Support Services Director
James Stewart, Medical Director
Richard Cox, Communications Director
Dana Turner, Dental Services Director
Laura Mai, Finance Director

Staff Present:
MJ Jorgensen, MHSUA & Substance Use
Disorder Transformation, Manager
Michelle Clark, Beh'l Health Provider Supervisor
Xochitl Fragoso, Assistant Finance Director
Anita Benavidez, Executive Assistant

CALL TO ORDER; INTRODUCTIONS & APPROVAL OF AGENDA

Director Michael Liggett called the meeting to order at 7:52 a.m.

MOTION: To approve the agenda as Presented
Moved/Seconded/Carried Unanimously

DISCUSSION & ACTIONS

Colorado Opioid Settlement Waiver

At the last regular Board meeting, the waiver was discussed and the Board requested a list of who the waiver releases. A comprehensive list was obtained and shared with the Board. Local government releases are necessary in order for Opioid Settlement funding to be distributed to the State of Colorado. With this information in hand, the Board moved forward with a motion.

MOTION: To approve the Health District's Signature on the Settlement Participation form for the Janssen Settlement, and the Subdivision Settlement Participation Form for the Distributor Settlement (both related to the release of legal claims against national defendants in opioid litigation), and to authorize the Executive Director to sign both forms.
Moved/Seconded/Carried Unanimously

Mental Health and Substance Use Alliance Letter on Behavioral Health Priorities

As we go into the 2022 Policy Session, The Mental Health and Substance Use Alliance of Larimer County has been examining the very recent state Behavioral Health Task Force recommendations and our local needs and priorities. Health District policy states that staff can work only on policy advocacy when

the stance has been approved by the Board. MHSUA is working on a letter that would, if approved during their meeting on February 9, be forwarded to state legislators (and possibly local policy makers). ARPA dollars may be available, time limited. Staff is asking the board to approve the proposed letter in intent and direction, with the recognition that some wording may change before it is sent to policy makers.

MOTION: To approve the concept and priorities contained in the MHSUA draft letter to policymakers regarding pressing local behavioral health needs, allowing staff to work on policy advocacy in cooperation with other organizations.
Moved/Seconded/Carried Unanimously.

BOARD COMMENT

A Board member noted that the Health District website pertaining to the upcoming election does not have documents available in Spanish yet; board members agreed it was important to complete that process.

EXECUTIVE SESSION

A motion was made to go into Executive Session.

MOTION: For the purpose of determining positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to §24-6-402(4)(e) of the C.R.S., regarding the appointment of a new Executive Director. The Board will adjourn from the Executive Session.

Moved/Seconded/Carried Unanimously

The Board retired to Executive Session at 8:00 a.m.

Respectfully submitted:

Anita Benavidez, Assistant to the Board of Directors

Michael D. Liggett, Esq., Board President

Molly Gutilla, MS DrPH, Board Vice President

Celeste Kling, J.D., Liaison to UCH-North and PVHS Board

Joseph Prows, MD MPH, Board Treasurer

Johanna Ulloa Giron, Psy.M., MSW, Board Secretary

Health District
OF NORTHERN LARIMER COUNTY
BOARD OF DIRECTORS
SPECIAL MEETING
February 21, 2022

Health District Office Building
120 Bristlecone Drive, Fort Collins

MINUTES

BOARD MEMBERS PRESENT: Michael D. Liggett, Esq., Board President
Joseph Prows, MD MPH, Board Treasurer
Celeste Kling, J.D., Liaison to UCH-North/PVH
Molly Gutilla, MS DrPH, Board Vice President
Johanna Ulloa Giron, Psy.M., MSW, Board Secretary

CALL TO ORDER; INTRODUCTIONS & APPROVAL OF AGENDA

Director Michael Liggett called the meeting to order at 8:12 a.m.

MOTION: To approve the agenda as Presented
Moved/Seconded/Carried Unanimously

EXECUTIVE SESSION 1

A motion was made to go into Executive Session.

MOTION: For the purpose of determining positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), regarding the appointment of a new Executive Director

Moved/Seconded/Carried Unanimously

EXECUTIVE SESSION 2

MOTION: For personnel matters, pursuant to C.R.S. §24-6-402(4)(f), regarding Executive Director

The Board retired to Executive Session at 8:15 a.m.

Respectfully submitted:

Anita Benavidez, Assistant to the Board of Directors

Michael D. Liggett, Esq., Board President

Molly Gutilla, MS DrPH, Board Vice President

Celeste Kling, J.D., Liaison to UCH-North and PVHS Board

Joseph Prows, MD MPH, Board Treasurer

Johanna Ulloa Giron, Psy.M., MSW, Board Secretary