

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS
221 W Victory Way, Suite 130 Craig, Colorado 81625
(970) 824-5517 (970) 824-9191 fax

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, January 11, 2022

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

Consent Agenda -

Review & Sign the following documents:

Approve minutes:

- a) December 28 (pgs 3-6)
- b) 2022-01: Resolution for Transfer of Payroll Warrants (pg 7)
- c) 2022-02: Official Newspaper (pg 8)
- d) 2022-03: Treasurer Depositories (pg 9)
- e) 2022-04: BCC Meeting Dates/Postings (pg 10)
- f) 2022-05: Appointment of Budget Officer (pg 11)
- g) 2022-06 & 07: Resolution(s) for Payment of Warrants (pgs 12 & 13)
- h) Department of Human Services Electronic Transactions for November (pg 14)
- i) Core Services Program/Life Skills Services contract w/Ariel Clinical Services (pgs 15-20)
- j) Health Information Exchange Participation agreement (pgs 21-62)
- k) Discharge Monitoring Report – Limestone Pit #10 (pg 63)
- l) Tri-State Landfill Fees for 2022 (pgs 64-66)
- m) Treasurer's year-end reports (pgs 67-69)
- n) Department of Human Services Purchase of Service contract w/T. Ramos (pgs 70-75)

Public Comment/General Discussion:

Please note that the Board may discuss any topic relevant to County business, whether or not the topic has been specifically noted on this agenda



4:34 PM1/10/2022

Staff Reports:

8:45 am - Public Hearing:

1) Planning & Zoning – Jerry Hoberg

- C-22-01: Olson 2nd Residence CUP (pgs 77-79)
- E-22-01: Dschaak Exemption (pgs 80-82)

2) Office of Development Services – Roy Tipton

- New Courthouse project progress report (pgs 83-88)

3) Clerk's Office – Elections – Debbie Belleville

- **Resolution 2022-08:** Resolution of the Board of County Commissioners (“BOCC”) of Moffat County, Colorado, maintaining the current number of precincts, approving precinct numbering to include the new House District 26, and approving the establishment of one precinct for every two thousand active eligible electors within Moffat County (pgs 89-92)

Adjournment

The next scheduled BOCC meeting will be Tuesday, January 25, 2022 - 8:30 am

Moffat County's YouTube link to view meeting:

<https://youtu.be/lVpu9GB7YvY>

OR

<https://www.youtube.com/channel/UC0d8avRo294jia2irOdSXzQ>

**** Agenda is Subject to Change until 24 hours before scheduled Hearings****

The Board may alter the times of the meetings throughout the day, or cancel or reschedule noticed meetings



4:34 PM 1/10/2022

Moffat County Board of County Commissioners
221 W Victory Way Suite 130 Craig, CO 81625

December 28, 2021

In attendance: Donald Broom, Chair; Tony Bohrer, Board Member; Melody Villard, Board Member; Erin Miller, Deputy Clerk & Recorder; Vicki Huyser; Mindy Curtis; Bruce White; Dimitar Tzerovski

**Call to Order
Pledge of Allegiance**

Commissioner Broom called the meeting to order

Broom made a motion to approve the agenda as presented. Villard seconded the motion. Motion carried 3-0.

Consent Agenda -

Review & Sign the following documents: (see attached)

Approve minutes:

- a) December 14; December 20 – Special Meeting
- b) 2021-137: Resolution for Transfer of Payroll Warrants
- c) 2021-141: Resolution for Payment of Warrants
- d) 2021-143: Payment Cards
- e) 2021-144: Voided Warrants Resolution for the month of December
- f) 2021-145: Resolution to Authorize Chair as Managing Commissioner for Construction Costs for new Courthouse
- g) 2021-146: Resolution for Payment of Warrants /Department of Human Services
- h) Contract Amendment #4 – Exclusive Professional Support Services contract w/J. Willems
- i) Letter of Support for YVEA/Luminate Grant Application
- j) Health Comp Amendment to Third Party Administration contract
- k) Health Comp Administrative & Ancillary Service Fee Schedule
- l) Modification of Agreement with the National Association of County and City Health Officials
- m) Amendment to Binti Master Subscription & Services agreement
- n) Core Services Single Case agreement w/Dr. J. Baroffio

Broom made a motion to approve the consent agenda items A-N. Bohrer seconded the motion. Motion carried 3-0.

Public Comment/General Discussion:

Vicki Huyser stated she wanted to end the year on a positive note and complimented the BCC and all of the County workers for the great job that they do.

Staff Reports:

Road & Bridge Department – Bruce White
- Monthly Report

1. Crusher – The Crusher crew has been in the Charchalis pit crushing road base since the last report. They have crushed approximately 26,000 yds. The crew has also been cross training with snow plow crews when the weather was not good for crushing.
2. The Truck crew has gravel sections on CR #15 (2 miles), CR #19 (4.5 miles) and are currently working on a 5 mile stretch of CR #32. They also hauled the supply of winter salt/sand to both County shop and City shop. The County took 28 loads and the City took 31 loads. They took an afternoon and hauled 11 loads of road base to the Public Safety Center for roads going to their impound lots. The Truck crew is also cross training with snow plow crews.
3. The grader crew has been doing what they can to keep the roads in good shape. They worked as much road as they could before the snows came to help prepare for winter plowing. Once they had done what they could before the snows started, they winged up all of their graders and got them ready for the winter plow season. While waiting on the snow, they kept busy by pulling the shoulders on paved roads like CR #7, CR #183 and CR #107. State Highway 13 has opened back up to oversize loads so that has eased the pressure on CR #3.
4. The bridge / mag crew has been cleaning and repairing cattle guards. They installed a new guard on CR #4 for the Ladder Ranch (Pat O'Toole). They have done asphalt repair on the Old Golf Course Road (gravel patch). They have been cleaning brush and debris away from bridge end walls and inspecting the bridges for damage. The plow trucks were all rigged for winter with plows and sanders and they have been doing the normal winter routine since the snows started.
5. The Construction crew has finished reclaiming what they could at the Charchalis pit. They try to keep as much as we can reclaimed so that we don't have anymore "active" mining area open in the pits than necessary. When done with the reclaiming, they moved to the Landfill and moved the access road around to fit with changes being made to the dumping locations then moved some additional material in close to daily operation to act as daily cover. Once done at the Landfill, they moved down to Loudy-Simpson Park and started working on the outlet of the pond. They drained the pond down low enough to replace the outlet pipe/control gate and rebuilt the outlet using clay brought in from Sunbeam to stop the leakage that was happening prior to repairs.
6. Landfill – Everything is running smoothly; the hospital demo is wrapping up and that went well. We were able to take all demolition materials with no problems. They did experience strong winds two weeks ago but the crew has been able to get the damage under control and the trash is back to where it belongs.

Department of Human Services Director, Tia Murry, was supposed to have given a Department Update/Review, but she was out sick. Her report will be on a later BCC meeting.

8:45 am
Public Hearing

Finance - Mindy Curtis

- December Budget Supplemental (Resolution 2021-142)

Broom read the Public Hearing protocol

Curtis presented the December Budget Supplemental. The supplemental provides a chance for various departments to amend their budget amounts due to a change in revenues, grants or unanticipated needs.

Budget supplemental requests by category:	
Unexpected Revenue	\$28,160,759.43
Transfers	\$4,971,285.39
Increase Spending Authority	\$609,142.80
Rollovers	\$
Downward Supplemental	\$747,650.00
Total Adjustments	\$34,488,837.62

Contingency Account History	
Balance as of January 1, 2021	\$625,000.00
March Supplemental	\$29,360.00
July Supplemental	\$0.00
December Supplemental	\$256,390.00
Balance as of December 21, 2021	\$339,250.00

Emergency Reserve Account History	
Balance as of January 1, 2021	\$1,069,836.00
Balance as of December 21, 2021	\$1,069,836.00

There was no testimony either for or against the budget supplemental requests.

In regular session, Bohrer made a motion to approve the December 2021 Budget Supplemental (Resolution 2021-142) as presented. Villard seconded the motion. Motion carried 3-0.

The BCC thanked Curtis and her staff for all of their hard work.

Meeting adjourned at 9:01 am

The next scheduled BOCC meeting is Tuesday, January 11, 2022

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2022-01
 PAYMENT OF PAYROLL WARRANTS
 PAYROLL ENDING 12/25/2021

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

Pay Date 1/07/2022

FROM FUND:			
General	0010.7000	\$202,338.76	cr
Road & Bridge	0020.7000	\$148,849.13	cr
Landfill	0070.7000	\$13,204.11	cr
Airport	0120.7000	\$1,885.10	cr
Library	0130.7001	\$9,149.62	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$5,953.97	cr
Mo Co Tourism	0320.7000	\$3,088.58	cr
PSC Jail	0072.7000	\$63,128.30	cr
Human Services	0030.7100	\$67,309.41	cr
Public Health	0065.7000	\$12,453.19	cr
SM I	0168.7000	\$3,802.10	cr
SM II	0169.7000	\$4,386.43	cr
TO FUND:			
Warrant	0100.1000	\$535,548.70	dr

Adopted this _____ day of _____ A.D. 2022

 Chairman

STATE OF COLORADO)
)ss.
 COUNTY OF MOFFAT)

I, Tammy Raschke, County Clerk and Ex-officio Clerk to the Board of
 County Commissioners, County of Moffat, State of Colorado, do hereby certify:

Resolution 2022-02
Official Newspaper

WHEREAS, in accordance with the laws of the State of Colorado, the County Commissioners are to designate the legal newspaper in the county whereby the County will publish the delinquent tax list;

AND WHEREAS, the legal newspaper for the county shall also publish all other legal notices of the county as may be required;

NOW THEREFORE BE IT RESOLVED, the official newspaper for Moffat County has been designated as: The Craig Press

ADOPTED, this 11th day of January 2022

Donald Broom, Chair
Board of County Commissioners

State of Colorado)
)§
County of Moffat)

I, Erin Miller, Deputy Clerk and Ex-Officio to the Board of Commissioners, do hereby certify that the above and foregoing is a true and complete copy of the resolution as adopted by the Board of County Commissioners on the date stated.

Witness, my hand and the seal of said County this 11th day of January 2022

(Deputy) County Clerk and Ex-Officio to the
County Commissioners, Moffat County
State of Colorado; Tammy Raschke

Resolution 2022-03
Treasurer – Approved Depositories

WHEREAS, the County Commissioners are required by law to designate the depositories in which the county Treasurer shall invest County funds:

NOW THEREFORE BE IT RESOLVED, in accordance with C.R.S. 30-10-708, said Treasurer shall be instructed to keep county funds in the following approved Depositories of Investments: (Resolution may be amended with additional qualified fund designations as needed)

Bank of the San Juans
600 Yampa Avenue
Craig, Co 81625

Bank of Colorado
250 W. Victory Way
Craig, CO 81625

Yampa Valley Bank
435 Mack Lane
Craig, CO 81625

Colorado Surplus Funds Trust: Established under the rules of C.R.S. 24-75-701 et seq., as amended.

The County Treasurer is solely empowered to invest funds not immediately required to be disbursed, in the following funds:

COLO Trust
717 17th Street, Ste 1850
Denver, CO 80202

C. Safe
1600 Broadway, Ste. 1100
Denver, Co 80202

Any Eligible Public Depositories that are currently on the PDPA
(Public Deposit Protection Act) approved list of depositories

Adopted this 11th day of January 2022

Donald Broom, Chair
Board of County Commissioners

STATE OF COLORADO)
)§
COUNTY OF MOFFAT)

I, Erin Miller, Deputy Clerk and Ex-Officio to the Board of Commissioners, do hereby certify that the above and foregoing is a true and complete copy of the resolution as adopted by the Board of County Commissioners on the date stated.

WITNESS, my hand and the seal of said County this 11th day of January 2022

**Resolution 2022-04
Posting Meeting Dates**

WHEREAS, per C.R.S. 30-10-303, all meeting dates for the Board of County Commissioners shall be published;

AND WHEREAS, the Board of County Commissioners have determined that all meeting dates along with Board of County Commissioners schedules and agendas shall be posted in the main corridor of the Courthouse in a designated location, and on the County website.

AND WHEREAS, such special or emergency meetings shall be posted in the main corridor of the Courthouse and on the County website, as soon as said information is available.

AND WHEREAS, it is in the best interest of the public to be informed as timely as possible in the event a posted meeting is cancelled.

NOW THEREFORE BE IT RESOLVED said meeting dates shall be the second and fourth Tuesdays of each month. Any changes will be posted 24 hours ahead of time. In the event a meeting is cancelled, notice of such cancellation shall be posted as timely as possible.

Adopted this 11th day of January 2022.

Donald Broom, Chair
Board of County Commissioners

State of Colorado)
)§
County of Moffat)

I, Erin Miller, Deputy Clerk and Ex-Officio to the Board of Commissioners, do hereby certify that the above and foregoing is a true and complete copy of the resolution as adopted by the Board of County Commissioners on the date stated.

Witness my hand and the seal of said County this 11th day of January 2022.

(Deputy) Clerk and Ex-officio to
County Commissioners, Moffat County
State of Colorado; Tammy Raschke

RESOLUTION 2022-05
APPOINTMENT OF BUDGET OFFICER

WHEREAS, the Board of County Commissioners of the County of Moffat and State of Colorado is required by Colorado Revised Statute 29-1-104 to “designate or appoint a person to prepare the budget and submit the same to the governing body”.

WHEREAS, the Board of County Commissioners is appointing the Budget Officer to prepare the 2023 budget and submit the same to the governing body.

NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners of Moffat County, Colorado that Mindy Curtis, Finance Director, is appointed as the Budget Officer pursuant to §29-1-104, C.R.S. for the 2023 Budget.

ADOPTED this 11th day of January, 2022.

MOFFAT COUNTY BOARD OF COUNTY
COMMISSIONERS

Donald Broom, Chair

STATE OF COLORADO)
)§
COUNTY OF MOFFAT)

I, Erin Miller, Deputy County Clerk and Ex-officio to the Board of Commissioners, do hereby certify that the above and foregoing is a true and complete copy of the resolution as adopted by the Board of County Commissioners on the date stated.

Witness my hand and the seal of said County this 11th day of January, 2022.

(Deputy) Clerk and Ex-officio to
County Commissioners, Moffat County
State of Colorado; Tammy Raschke

RESOLUTION 2022-06
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF DECEMBER 2021

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

FROM FUND:	Check Date:	1/11/2022		
General	110	<u>\$73,360.54</u>	CR	0010.7000
Road & Bridge	200	<u>\$74,805.16</u>	CR	0020.7000
Landfill	240	<u>\$32,308.26</u>	CR	0070.7000
Airport	260	<u>\$423.34</u>	CR	0120.7000
Emergency 911	270	<u>\$165.76</u>	CR	0350.7000
Capital Projects	510	<u>\$7,800.00</u>	CR	0160.7000
Conservation Trust	211	<u>\$6,875.00</u>	CR	0060.7000
Library	212	<u>\$2,680.85</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$112.76</u>	CR	0280.7000
Health & Welfare	720	<u>\$148,684.29</u>	CR	0080.7000
Senior Citizens	215	<u>\$1,327.85</u>	CR	0170.7000
Internal Service Fund	710	<u> </u>	CR	0325.7000
Lease Purchase Fund	410	<u> </u>	CR	0175.7000
NCT Telecom	520	<u> </u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$50.82</u>	CR	0320.7000
PSC - JAIL	210	<u>\$13,908.48</u>	CR	0072.7000
Human Sevices	220	<u>\$2,177.42</u>	CR	0030.7100
Public Health	250	<u>\$1,282.61</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$900.72</u>	CR	0168.7000
Sunset Meadows I Security	910	<u>\$882.31</u>	CR	0167.7000
Sunset Meadows II	920	<u>\$1,265.92</u>	CR	0169.7000
Sunset Meadows II Security	920	<u> </u>	CR	0171.7000
Museum	229	<u> </u>	CR	0310.7000
ACET	275	<u> </u>	CR	0040.7000
Shadow Mountain LID	530	<u> </u>	CR	0110.7000
MC Local Marketing District	231	<u>\$11,135.03</u>	CR	0050.7000
To Fund				
Warrant		<u>\$380,147.12</u>	DR	

Adopted this _____ day of _____ 2022

RESOLUTION 2022-07
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF JANUARY 2022

WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

AND WHEREAS, the warrants issued in payment of said debts and obligations have been issued against the Moffat County Warrant Fund:

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

FROM FUND:	Check Date:	1/11/2022		
General	110	<u>\$45,562.65</u>	CR	0010.7000
Road & Bridge	200	<u>\$575.07</u>	CR	0020.7000
Landfill	240		CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270		CR	0350.7000
Capital Projects	510		CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212		CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720		CR	0080.7000
Senior Citizens	215		CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219		CR	0320.7000
PSC - JAIL	210		CR	0072.7000
Human Sevcies	220	<u>\$2,061.15</u>	CR	0030.7100
Public Health	250		CR	0065.7000
Sunset Meadows I	910	<u>\$290.00</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$4,153.94</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275		CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		<u>\$52,642.81</u>	DR	

Adopted this 11th day of January, 2022

**ELECTRONIC TRANSACTIONS
November 2021**

EBT Date	Payroll Reason	Payroll AMT	COWS Asst Pymts	COWS Burials	COWS Other Asst	COWS State Dvrsn	COWS County Dvrsn	AND Asst Pymts	AND Burial	OAP Burial	OAP Asst Pymt	MEDICAID Burials/FMA	LEAP	CHILD CARE	CHILD WELFARE	CASE SERVICES	CORE SERVICES	FOOD STAMPS	Total Distribution	
11/21	LEAP	24,711.75											24,711.75							24,711.75
11/21	Cwelfare	19,900.96													19,900.96					19,900.96
11/21	Core Serv	9,455.00															9,455.00			9,455.00
11/21	Ccare	8,872.04												8,872.04						8,872.04
11/21	Case Serv	0.00																		0.00
11/21	Colo Wks	7,678.91	7,678.91																	7,678.91
11/21	AND	4,605.16						4,605.16												4,605.16
11/21	OAP	9,623.00									9,623.00									9,623.00
11/21	SNAP	358,414.36																	358,414.36	358,414.36
	TOTALS	443,261.18	7,678.91	0.00	0.00	0.00	0.00	4,605.16	0.00	0.00	9,623.00	0.00	24,711.75	8,872.04	19,900.96	0.00	9,455.00	358,414.36		443,261.18

STATE OF COLORADO)
)SS.
COUNTY OF MOFFAT)

I, Tia Murry, Director - Moffat County DHS, Colorado, hereby certify that the payments as herein set forth are authorized federal assistance payments for the month of NOVEMBER 2021, totaling the sum of : \$443,261.18

Date: 11/5/2021

Tia Murry Director

Board of Commissioners, Chairperson _____

PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
LIFE SKILLS SERVICES
June 1, 2021 – May 31, 2022

1. THIS CONTRACT, made this 11th day of January, 202~~1~~²², by and between the Moffat County Board of County Commissioners, hereinafter called "County," and **Ariel Clinical Services**, 2938 North Avenue, Suite G, Grand Junction, CO 81504, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2021, until May 31, 2022, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Life Skills Services** to eligible youth and families. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Service Plan, which are incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to furnish services to be billed at the following rates:
 - Supervised Parenting Time Coach: \$75.00/hour - A parenting time supervisor will provide full supervision of families whose parents are not in need of therapeutic intervention or direction.
 - Flexible Parenting Time: \$45.00/hour - Parenting time frequency, duration, supervision and location will be specific to the needs of individual cases. Supervision may include part-time and check-in supervision.
 - Therapeutic Parenting Time: \$95.00 per hour - A therapist will provide supervision of on-going parenting time and intervention with the family to assist in healing the parent/child relationship.
 - Court testimony, authorized preparation time and report writing: \$65.00/hour
 - If a client/family does not contact Contractor to reschedule or cancel prior to the scheduled appointment, and Contractor contacts County the same day as the missed appointment, County will pay the negotiated rate of service for three times per client throughout the fiscal year.

The amount to be expended pursuant to this Agreement shall not exceed Ten Thousand dollars and no/100 cents (\$10,000.00). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

5. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursements for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. **Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Contract.** Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract.

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated without the prior written consent of the Moffat County Board of County Commissioners. Contractor also agrees to indemnify and hold Moffat County, Colorado, and its elected officials and employees harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract.

6. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County's monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are billable services as set forth in Paragraphs 3 and 4, are authorized by County as described in Paragraph 7 (b), and are billed by Contractor according to Paragraph 9 (e) and (f).
7. County agrees:
 - A. To determine child eligibility.
 - B. To provide Contractor with authorization regarding eligibility for a child or family as the basis for services to be purchased.
 - C. To provide Contractor with referral information including name and address of family, social, medical, and educational information as appropriate to the referral.
 - D. To monitor the provision of contracted service.
 - E. To pay Contractor after timely receipt of billing statements according to paragraph 9(f) for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.
8. Contractor/Consultant is legally present in the United States. If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this

Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

- A. Contractor/Consultant shall not:
- (i) Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - (ii) Enter into a contract with a subcontractor that fails to certify to Contractor/Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- B. Contractor/Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.
- C. Contractor/Consultant shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
- D. If Contractor/Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor/Consultant shall:
- (i) Notify the subcontractor and the County within three days that Contractor/Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor/Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- E. Contractor/Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
- F. If Contractor/Consultant violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor/Consultant shall be liable for actual and consequential damages to the County as required by law.

G. The County will notify the Office of the Secretary of State if Contractor/Consultant violates this provision of this Contract and the County terminates the Contract for such breach.

9. Contractor agrees:

- A. Not to assign any provision of this Contract to a subcontractor.
- B. Not to charge clients any fees related to services provided under this Contract.
- C. To hold the necessary license(s) which permits the performance of the service to be purchased and/or to meet applicable State Department of Human Services qualification requirements.
- D. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
- E. To provide the service described herein at cost not greater than that charged to other persons in the same community.
- F. To submit a billing statement by the 5th working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
- G. To safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Human Services, and laws of the United States and State of Colorado.
- H. To provide County with reports on the provision of service as follows:
 - Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to County's approval.
 - At intervals of one (1) month with the submission of the monthly bill, submit reports for each session that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment/participation.
 - Every session that is billed for must have a thorough treatment note. Treatment notes must be different for each session.
- I. To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- J. To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract. The Contractor also agrees to indemnify and hold the County harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et seq.*, C.R.S., as amended.

- K. **Insurance.** At all times during the term of this Contract, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation & Employers' Liability and Unemployment Insurance:

in accordance with §§8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended;

Professional Liability Insurance: \$1,000,000 per claim and \$1,000,000 aggregate.

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

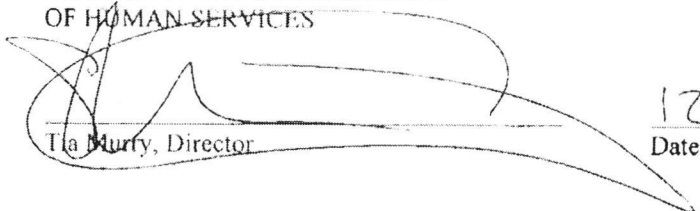
All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to Moffat County and filed with and approved by the Colorado Department of Insurance. **Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Contract, either through policy language or by waiver of exclusion. Proof of Workers' Compensation, Employer's Liability and Unemployment Insurance and Professional Liability Insurance is required. Certificate(s) of insurance shall be delivered to Moffat County at the time originals of this Contract, executed by the Contractor, are delivered to Moffat County's Representative, identified below, for execution by the Board of County Commissioners.** The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U. S. Mail, return receipt requested, to Moffat County.

10. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.

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11. Each person signing this Contract represents and warrants that he/she is fully authorized to enter into and execute this Contract and to bind the party represented to the provisions of this Contract.

MOFFAT COUNTY DEPARTMENT
OF HUMAN SERVICES


Tia Murry, Director

12/8/2021
Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

Donald Broom, Chairperson

Date

CONTRACTOR

**PLEASE SIGN
& DATE**


Ariel Clinical Services

12/23/2021
Date

STATE OF COLORADO)
) ss.
COUNTY OF Mesa)

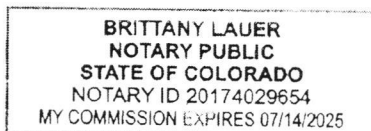
Subscribed and affirmed to before me this 23rd day of December, 2021, by Rebecca Hobart, Independent Contractor

Notarize

Witness my hand and seal.
My commission expires: 07-14-2025



Notary Public





Health Information Exchange Participant Agreement

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HEALTH INFORMATION EXCHANGE PARTICIPANT AGREEMENT

This Participant Agreement (“**Agreement**”) is effective as of the date of execution by both parties hereto (the “**Effective Date**”), by and between the Colorado Regional Health Information Organization, a Colorado nonprofit corporation (“**CORHIO**”), and Moffat County Public Health (“**Participant**”) (each a “**Party**” and collectively referred to herein as the “**Parties**”). This Agreement supersedes and replaces any other agreement or understandings, whether oral or written, entered into between the parties with respect to the subject matter of this Agreement.

RECITALS

- A. CORHIO is a non-profit organization dedicated to improving health and reducing healthcare costs through enhanced use of information technology and data exchange. CORHIO owns and operates a secure platform for sharing electronic health information – the Health Information Exchange (“HIE System”) for use by healthcare providers, payors, other covered entities and qualified entities to whom CORHIO grants access in accordance with its policies and the law, including without limitation laws protecting the privacy and security of health information.
- B. Participant desires to have access to the HIE System and / or related services.
- C. Participants in the HIE System include Data Recipients and Data Providers, as defined below. A participant in the HIE System may be a Data Recipient, Data Provider or both.
- D. This Agreement sets forth the terms and conditions under which Participant, together with other health care stakeholder participants who sign an agreement in substantially the same form as this Agreement or such other form as is deemed appropriate by CORHIO (collectively, “Participants”), will access and utilize the HIE System and other applicable HIE services supplied by CORHIO to Participant as may be agreed to from time to time in statements of work attached to the Agreement.

AGREEMENT

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the Parties agree as follows:

1. DEFINITIONS.

1.1. “Applicable Law” means the federal, state, and local statutes, regulations and policies that are applicable to CORHIO, Participant or a party’s rights and obligations under this Agreement, including, without limitation, laws, rules and regulations applicable to the confidentiality of patient records and protected health information.

1.2. “Authorized User” means any employee or contractor of Participant or of any of the affiliates of Participant who is uniquely identified and credentialed to use the HIE System to access or receive Data for a Permitted Use.

1.3. “Authorization” shall have the meaning and include the requirements set forth at 45 C.F.R. § 164.508 of the HIPAA regulations and shall include any similar but additional requirements under Applicable Law.

1.4. “Business Associate Agreement” means the separate agreement of that name entered into by CORHIO and Participant, if applicable, pursuant to the requirements of HIPAA and incorporated herein as Exhibit B.

1.5. “Confidential Information” means information that relates to a Party’s past, present, or future business activities, finances, practices, protocols, products, services, content, technical knowledge and includes,

without limitation, business plans or methods, health plan relationships, acquisition plans, systems architecture, information systems, technology, data, computer programs and codes, processes, methods, operational procedures, budgets, sales and marketing programs, policies and procedures, customer lists, employee-, provider-, member-, patient- and beneficiary information, claims information, vendor information (including agreements, software and products), product plans, projections, analyses, plans or results, the existence of any business dealings or agreements between Participant and CORHIO, results of an audit of the security controls applicable to any Data in a party's legal custody, whether held by the party or a sub-contractor of a party at a colocation facility, and any other information which is normally and reasonably considered confidential. For purposes hereof, "Confidential Information" does not include any information that the Receiving Party can establish by convincing written evidence: (a) was independently developed by the Receiving Party without use of or reference to any Confidential Information belonging to the Disclosing Party; (b) was acquired by the Receiving Party from a third party having the legal right to furnish same to the Receiving Party without disclosure restrictions; or (c) was at the time in question (whether at disclosure or thereafter) generally known by or available to the public (through no fault of the Receiving Party. Confidential Information also does not include PHI or Data, which is subject to Applicable Law and to the separate provisions of the Agreement specific to Data, including the Business Associate Agreement (**Exhibit B**).

1.6. "CORHIO Policies" means CORHIO's Governing Principles and Policies adopted by CORHIO's Board of Directors and incorporated herein as **Attachment 3**. The CORHIO Policies contain operating rules, definitions, standards, specifications, and other terms or conditions of operation and use of the HIE System and Services. The CORHIO Policies were developed based on the recommendations of a multi-stakeholder, consensus-driven process and are updated from time to time at the recommendation of the CORHIO Policy Committee and as approved by the CORHIO Board of Directors.

1.7. "Data" means the data and information provided to, processed by, or accessible or disclosed through the HIE System or other services, including but not limited to Protected Health Information ("PHI").

1.8. "Data Exchange" means electronically providing, receiving, or accessing Data through the HIE System.

1.9. "Data Recipient" means a Participant whose Authorized Users and systems will access or receive Data through the HIE System and Services.

1.10. "Data Provider" means a Participant that sends Data to CORHIO for access, use and disclosure through the HIE System. For the avoidance of doubt, Participants that only provide patient or member lists to facilitate CORHIO's provision of Services are not Data Providers.

1.11. "Dispute" means any controversy, dispute, or disagreement arising out of or relating to this Agreement.

1.12. "External Networks" means statewide, nationwide or other health information exchange networks, including but not limited to the eHealth Exchange, Colorado's Qualified Health Network, the Patient Centered Data Home network, which enable the secure exchange of health information among authorized parties, all in accordance with Applicable Law and CORHIO Policies.

1.13. "Fees" means the fees due under this Agreement, as set forth in Exhibit A and/or a Statement of Work.

1.14. "HIE System" means all software, hardware and other technology used by or on behalf of CORHIO, or any third-party vendor(s) or subcontractors of CORHIO, to provide the Services, including but not limited to the administrative, operational, and information system support services required to operate the HIE.

1.15. "HIE Operations" shall mean the obligations of CORHIO in operating the HIE, including but not limited to the following activities:

1.15.1. Facilitating Data Exchange and managing authorized requests for, and disclosures of, Data amongst Participants in the HIE for Permitted Uses;

- 1.15.2. Creating and maintaining a master patient index; providing record locator services and performing patient matching services;
- 1.15.3. Processing or otherwise implementing patient consent (including Opt-Out and opt-in) requests;
- 1.15.4. Conducting or assisting in the performance of audits;
- 1.15.5. Training Participants and Authorized Users and providing support services;
- 1.15.6. Maintaining industry-accepted security and privacy functions;
- 1.15.7. Standardizing or normalizing data formats;
- 1.15.8. Implementing policies and other business rules to assist in the automation of data exchange;
- 1.15.9. Facilitating the identification and correction of errors in health information records;
- 1.15.10. Aggregating data from multiple Participants, including to create, update, modify, transmit, standardize, maintain, or disclose a continuity of care document;
- 1.15.11. Evaluating the performance of the HIE System and Services and developing new functionality of the HIE;
- 1.15.12. Conducting maintenance or technical system support of the HIE System or Services; and
- 1.15.13. Engaging in any other activities as may be required to facilitate the operation of the HIE System that are consistent with this Agreement and Applicable Law.

1.16. **“HIPAA”** means the Health Information Portability and Accountability Act of 1996, specifically including the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information (45 C.F.R. Parts 160 and 164) as amended by the Health Information Technology for Economic and Clinical Health Act, enacted as Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, including regulations published as the Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules (the “Omnibus HITECH Rule”), Vol. 78 Federal Register No. 17 (January 25, 2013) and any further amendments, modification, or renumbering which occurs or takes effect during the term of the Agreement.

1.17. **“Implementation”** means the steps taken by the Parties to support Participant’s initial connectivity to and Data Exchange through the HIE System or to enable Participant’s use of Services described in Exhibit A or any associated Statement of Work.

1.18. **“Laws”** means all applicable laws, statutes, ordinances, regulations, rules, codes, treaties, directives, standards or other legal requirements.

1.19. **“Live Date”** means the date, following notice by CORHIO of completion of the Implementation, on which the parties agree that Participant has met the criteria established by CORHIO for access and use of the HIE System and Services.

1.20. **“Opt-Out”** means a Patient’s ability to make a meaningful and informed choice to decline to have their PHI compiled in the HIE System and shared in CORHIO’s clinical portal or via care summaries in accordance with CORHIO Policies.

1.21. **“Patient” or “Individual”** means the individual person or, if appropriate in the context in which it occurs, the Individual’s legal representative, authorized to act for the Individual under Applicable Law for matters relating to Data.

1.22. **“Permitted Use”**

1.22.1. As to CORHIO, Permitted Use of Data means: (i) for HIE Operations; (ii) for the provision of Services; (iii) to permit participants to access Data through the HIE System in accordance with this Agreement, CORHIO Policies, and Applicable Law; including but not limited to for purposes of Treatment,

Payment and Health Care Operations (as those terms are defined in HIPAA) of Participant and other participants in the HIE System; (iv) for uses and disclosures to a public health authority, as defined and permitted under HIPAA, if and to the extent HIPAA authorizes such disclosure by a Covered Entity (as such term is defined in HIPAA); (v) to carry out CORHIO's duties under this Agreement and/or the rules and regulations governing any External Networks in which CORHIO participates; (vi) to comply with and carry out CORHIO's obligations under Applicable Law; (vii) to assess and articulate the value of the HIE in a manner consistent with CORHIO's mission and purposes; and (viii) to use or release data as permitted by the CORHIO Policies.

1.22.2. As to Data Recipients and Authorized Users, Permitted Use of Data means any use that is permitted or required under HIPAA, the CORHIO Policies, or other Applicable Law governing the use and disclosure of patient data, including but not limited to uses and disclosures for Treatment, Payment and Health Care Operations (as those terms are defined in HIPAA).

1.23. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, as applied to the information created, received, transmitted, or maintained by CORHIO, or any third-party vendor(s) or subcontractors of CORHIO, on behalf of Participant and other HIE Participants.

1.24. "Qualified Service Organization" or "QSO" shall have the meaning given to such term under the Part 2 Regulations at 42 C.F.R. § 2.11.

1.25. "Services" refers to services and deliverables provided by CORHIO to Participant, pursuant to this Agreement, including Exhibit A and any additional Statements of Work.

1.26. "Service Levels" means CORHIO's then-current service levels for the operation of the HIE System made available to Participant by CORHIO.

1.27. "Statement of Work" or "SOW" means the addendum set forth in Exhibit A and any other addendum that is mutually agreed upon in writing and signed by the parties from time to time that describes Services to be provided by CORHIO to Participant including applicable Fees under this Agreement.

1.28. Other Terms. A defined term, indicated by capitalization of the first letter(s), not otherwise set forth above or elsewhere in the Agreement shall have the meaning stated in HIPAA or, if not defined in HIPAA, assigned by other Applicable Law.

2. SERVICES.

2.1. Services Provided by CORHIO. Subject to the terms of this Agreement, Applicable Law and CORHIO Policies, CORHIO shall provide to Participant the Services described in the Statement(s) of Work that is attached and incorporated by reference herein. To the extent of any conflict between the terms of a SOW and the body of this Agreement, this Agreement shall prevail unless the SOW specifically states otherwise.

2.2. Additional Services. If Participant desires CORHIO to perform additional services or provide additional deliverables not included in Exhibit A to this Agreement, the Parties can execute additional SOWs from time to time in a form substantially similar to Exhibit A.

2.3. Exhibits. If required, the Parties agree to comply with the requirements outlined in the following Attachments and Exhibits attached to this Agreement which are fully incorporated herein.

Attachment 1: CORHIO Standard Services

Attachment 2: Terms and Conditions Applicable to Exchange of Data through National HIE Networks

Attachment 3: CORHIO Governing Principles and Policies

Exhibit A – Statement of Work

Exhibit B – HIPAA Business Associate Agreement

2.4. CORHIO's Use of Subcontractors and Third-Party Vendors. CORHIO may contract with one or more subcontractors and third-party vendors to maintain and operate the HIE System or to provide the Services. CORHIO will require all subcontractors and third-party vendors to comply with the applicable terms and conditions of this Agreement, including the Business Associate Agreement between the Parties, and Applicable Law. CORHIO will be responsible for the performance of its subcontractors and third-party vendors when performing any Services under this Agreement, as if CORHIO had directly performed such Services.

2.5. Independent Contractors. CORHIO and Participant are independent contractors and nothing in this Agreement or otherwise shall be deemed or construed to create any other relationship, including one of employment, joint venture or agency. Performance of the Services does not entitle any employees of one party to the employee benefit plans, incentive, compensation or other employee programs or policies of the other party. As between CORHIO and Participant, all software, hardware and other technology used by or on behalf of CORHIO to provide the Services and HIE System shall remain the property of CORHIO or its subcontractors and third-party vendors, and CORHIO reserves all rights in and to the technology used to provide the Services not expressly granted to Participant under this Agreement.

2.6. Cooperation. The Parties understand and acknowledge that Implementation of the Services, including the provision of access to the HIE System for Participant, require the involvement and cooperation of each Party's employees and (if applicable) agents, third party contractors, vendors or consultants. In seeking another Party's cooperation, each Party shall make all reasonable efforts to accommodate the other Party's schedules and reasonable operational concerns. A Party shall promptly report, in writing, to the other Party, any problems or issues that arise in working with the other Party's employees, agents, or subcontractors that threaten to delay or otherwise adversely impact a Party's ability to fulfill its responsibilities under this Agreement.

2.7. Implementation and Connectivity. Implementation of the Services and access to the HIE System between Participant and CORHIO's Services and the HIE System, as applicable, will be established on a mutually agreed submission schedule, and through mutually agreed means as appropriate to or in accordance with a SOW. All Data Exchange shall be in accordance with this Agreement and Applicable Law including without limitation laws related to the use and disclosure of sensitive health information. In no case shall a Party be required to disclose PHI in violation of Applicable Law.

2.8. Appropriate Use. Subject to Applicable Law, CORHIO authorizes Participant and its Authorized Users to access and use the HIE System and the Services for Permitted Purposes and only as authorized in this Agreement and in the CORHIO Policies, which may be updated from time-to-time consistent with Section 4.

2.9. Participation in External Networks. To support Participant's communications with entities that are not CORHIO Participants, CORHIO participates in one or more External Networks. **Attachment 2** and the CORHIO Policies sets forth the terms and conditions that apply to the exchange of information through such External Networks.

3. PAYMENT.

3.1. Fees.

3.1.1. Participant shall pay CORHIO for the Services to be performed under this Agreement and use of the HIE System per the Fee schedule set forth in an applicable Statement of Work. Unless otherwise provided in a Statement of Work, CORHIO shall invoice Participant on a monthly calendar basis for Services rendered during the previous calendar month, and Participant shall pay any Fees within thirty (30) days of receipt of the invoice.

3.1.2. All Fees will be paid in U.S. dollars and are non-refundable once paid, except as otherwise provided in this Agreement. All Fees are exclusive of any taxes, and Participant (unless recognized by the applicable taxing authority as exempt from tax) agrees to pay any taxes, whether federal, state or local, or municipal that may be imposed upon or with respect to the Services or otherwise as a result of this Agreement, exclusive of taxes on CORHIO's net income.

3.1.3. Except as otherwise set forth herein, Participant will be solely responsible for any other charges or expenses of its third party vendors that Participant may incur to access or use the HIE System or any other Services, including, without limitation, Internet access charges, and fees charged by third-party vendors with which Participant has contracted for products and services.

3.2. Late Payment. Following a past due payment notice from CORHIO, CORHIO reserves the right to suspend the Services, including Participant's access to the HIE System, pending payment in full of all outstanding Fees. If Participant fails to pay any amounts due within one hundred twenty (120) days after the invoice receipt date, CORHIO may pursue termination of the applicable SOW, a specific Service or the entire Agreement in accordance with Section 17 ("Term and Termination") of this to suspend the Services, including Participant's access to the HIE System, pending payment in full of all outstanding Fees.

3.3. Fee Increases. Subject to the terms of a SOW, CORHIO may from time to time but no more frequently than once in any 12-month period increase the Fees. Such an increase will be effective thirty (30) days after written notice to Participant subject to the exceptions listed in an SOW. Participant shall have the right, in accordance with Section 17, to terminate this Agreement as a result of any fee increases.

4. CORHIO POLICIES.

4.1. Compliance with CORHIO Policies. By entering into this Agreement, Participant expressly agrees to be bound by those CORHIO Policies that are applicable to Participant's business. The CORHIO Policies may be updated from time to time as set forth in Section 4.2 and are incorporated herein as **Attachment 3**.

4.2. Amendment of Policies. CORHIO may amend or change the Policies to accommodate the availability of new services, systems, functionality, or changes to Permitted Uses or HIE Operations, through formal action of CORHIO's Board of Directors under recommendation from CORHIO's policy committee, which is comprised of representatives from participant communities in Colorado. CORHIO will review its Policies from time to time during the term of this Agreement, including as directed by the Board. CORHIO will generally provide thirty (30) days' notice to Participant before such amendment or change to CORHIO's Policies becomes effective; however, CORHIO reserves the right to provide notice of fewer than thirty (30) days should circumstances warrant. In the event of such amendment or change by CORHIO, Participant may, at its option, terminate this Agreement within thirty (30) days of receipt of notice from CORHIO.

4.3. Other Technical Specifications. In addition to, and subject to, the CORHIO Policies, CORHIO and Participant may establish other technical specifications or other terms and conditions as to a specific SOW.

5. OBLIGATIONS OF CORHIO.

5.1. Availability of HIE System. Subject to the terms of this Agreement, CORHIO shall maintain the functionality of the HIE System for the provision and consumption of the Services in accordance with CORHIO's then-current Service Levels. CORHIO's Service Levels are available on the support and onboarding section of CORHIO's website.

5.2. Opt-Out Right. CORHIO will provide information and education to Participants that are health care providers about the right of Individuals to Opt-Out of the HIE System or to rescind a decision to Opt-Out. CORHIO shall comply with the process set forth in the Policies for enabling Individuals to Opt-Out of having their patient information compiled and shared in CORHIO's clinical portal or via care summaries. The Opt-Out right of Individuals, including the ability of Individuals to change their Opt-Out status at any time, is available through means established and implemented by CORHIO. CORHIO shall periodically review its Opt-Out process to ensure compliance with Applicable Law.

5.3. Obligations under 42 C.F.R. Part 2 as a QSO. CORHIO may act as a Qualified Service Organization on behalf of Participant in the event Participant or a unit within Participant's organization is a substance use treatment program that must comply with the Part 2 Regulations. To the extent the PHI received

by CORHIO is protected by the Part 2 Regulations, CORHIO acknowledges that in receiving, storing, processing or otherwise dealing with Part 2 Data, CORHIO is fully bound by the Part 2 Regulations. If necessary, CORHIO will resist in judicial proceedings any efforts to obtain access to Part 2 Data except as permitted by the Part 2 Regulations. Participant shall not send Part 2 Data to CORHIO unless such data is clearly designated as such and CORHIO has notified Participant in writing that CORHIO can accept Part 2 Data.

5.4. Training. CORHIO shall provide or arrange for the provision of training to Participant and Participant's Authorized Users (as applicable to the Services) regarding access and use of the HIE System and Services, including without limitation training for new or additional Authorizers Users when added by Participant.

5.5. Support. CORHIO will use commercially reasonable efforts to provide technical support and respond to incidents involving access to or use of the HIE System or Services in accordance with the time frames defined in CORHIO's then-current Service Levels. Updated Service Levels shall be published on CORHIO's website or timely sent to Participant.

5.6. Security. CORHIO shall provide access to the Services and the HIE System via a secured methodology, consistent with industry standards, Applicable Law, and CORHIO's Policies, which shall incorporate end user authorization by Participant for access where applicable. CORHIO is responsible to ensure the security of its Services and shall operate the HIE System in a manner that protects the confidentiality, integrity, availability and security of Data. CORHIO will ensure encryption of Data through the use of generally accepted industry standards and methods, in no case less than is required under the Business Associate Agreement and under other applicable laws and CORHIO's Policies and Procedures.

5.7. Changes to HIE System or Services. CORHIO reserves the right to modify or make improvements to the HIE System and/or the Services, or to cease providing certain Services, at any time subject to Participant's termination rights set forth in Section 17.

5.8. Response to Court Orders, Subpoenas, or Government Requests for Data. If CORHIO or any of its subcontractors or third party vendors receives a court order or subpoena for Data, or a request for Data by a government entity pursuant to applicable Law, CORHIO, to the extent permitted by Applicable Law, will provide timely notice to the Participant that provided the Data, if known, as soon as possible after receipt of the request, so that the Participant has an opportunity to object to the court order, subpoena or governmental request (in accordance with the stated timelines in the request). CORHIO will not be responsible for contesting or objecting to any such court order, subpoena or governmental request, but will reasonably assist a Participant in its efforts to do so at no cost to CORHIO. CORHIO will comply with Applicable Law, including Colo. R. Civ. Proc. 45, in responding to subpoenas.

6. PARTICIPANT GENERAL OBLIGATIONS.

6.1. Data Exchange. Participant agrees that its participation in any Data Exchange, and use of the Services and HIE System by it and its Authorized Users, will comply with the terms of this Agreement, CORHIO Policies, and Applicable Law.

6.2. Equipment and Software. Participant will be solely responsible, at Participant's own expense, for acquiring, installing and maintaining all hardware, software, Internet access, browser versions and other equipment as may be necessary for Participant and each Authorized User to connect to, access, or use the HIE System, as applicable, or any other Services. CORHIO will not be responsible for any delay in performing or failure to perform any Services or other obligations due to any failure by Participant to provide the resources to facilitate connectivity to the HIE System or Services.

6.3. Onboarding and Implementation. Participant agrees to comply with and participate in the requirements of CORHIO's onboarding process and acknowledges that Implementation of the Services will require multiple meetings. Participant is responsible for scheduling the Implementation with its electronic health records system vendor(s) and any resulting EHR system vendor fees.

6.4. Notice of Privacy Practices and Opt-Out. Where applicable, Participants that are clinical providers i) are responsible for updating and appropriately distributing their Notices of Privacy Practices to inform Patients of their participation in the HIE System in accordance with HIPAA and Applicable Law; and ii) are responsible for providing Patients with notice of their right to Opt-Out of having their information compiled in the HIE System and shared in CORHIO's clinical portal or consolidated care summaries in accordance with CORHIO Policies.

6.5. Participant Restrictions. Participant will not permit any Authorized User to: (a) alter, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the method of operation of the HIE System or Services; (b) use the HIE System or Services for other than Participant's or the Authorized User's own business purposes; (c) use the HIE System or Services for purposes of providing outsourcing, service bureau, hosting, application service provider or online services to third-parties, or otherwise make access to the HIE System available to any third-party not related to or affiliated with Participant; or (e) use the HIE System or Services for any purpose that is illegal in any way, or that advocates illegal activity.

6.6. Responsibility for Conduct of Participant and its Authorized Users. Participant shall be responsible for all acts and omissions of the Participant and / or the Participant's Authorized Users, who access the HIE System and /or use the Services either through the Participant or by use of any password, identifier, or log-on received or obtained, directly or indirectly, lawfully, from the Participant or any of Participant's Authorized Users, pertaining to the use of the HIE System or Services, and all such acts and omissions shall be deemed to be the acts and omissions of the Participant. Participant is solely responsible for updating CORHIO of changes in Authorized User status, including to notify CORHIO when an Authorized User account should be suspended or terminated.

6.7. Participant Use of Data and Services. Participant will remain solely responsible for the professional and technical services provided by Participant, including all clinical or other decisions resulting from or involving any Data or the use of the HIE or other Services. CORHIO will not be responsible for any failure to validate the accuracy of any Data (including Participant Data) obtained by Participant or any Authorized User through the HIE System prior to making any such use or rendering any such decision based on such Data. Except due to the negligence of CORHIO, CORHIO will have no responsibility or liability, and Participant will not have any claim or cause of action against CORHIO, resulting from or relating to any clinical services or payment rendered or withheld based on any Data or the use of the HIE or other Services.

6.8. Lab Connectivity and Sharing of Lab Data (applicable only to Participants that employ physicians or other persons authorized to order laboratory tests under Applicable Law). Participant agrees to authorize LabCorp and Quest Diagnostics to transmit laboratory result reports to the HIE System for delivery to Participant by executing the Provider Authorization forms available on the Participant onboarding section of the **CORHIO website**. Participant acknowledges that other participants will have access to such results in accordance with this Agreement and Applicable Law. Participant also understands that CORHIO will not deliver the official, chartable report of laboratory testing results that complies with applicable Law or otherwise meets the Participant's needs.

6.9. Safeguards and Security Obligations. Participant will be solely responsible for the preservation, privacy, and security of all Data maintained by Participant on its own systems, including, without limitation, backup and disaster recovery. CORHIO does not provide any such services as part of the HIE System or other Services. Participant shall implement and maintain appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of the Data accessible through the HIE System, to protect it against reasonably anticipated threats or hazards, and to prevent its use or disclosure other than as permitted by this Agreement or required by Applicable Law.

6.10. Notification of Breach of Agreement. Participant will immediately notify CORHIO upon becoming aware of any breach of this Agreement, CORHIO Policies or Applicable Law and will provide reasonable assistance to CORHIO in the mitigation of any such breach by Participant or any Authorized User.

7. DATA RECIPIENT OBLIGATIONS.

7.1. Applicability. The obligations of this Section 7 apply to a CORHIO participant that is a Data

Recipient. These obligations do not apply to a participant that is **only** a Data Provider.

7.2. Prohibited Uses. Data Recipient shall not use or permit the use of the HIE System, Services or Data for any purpose or use other than for the Permitted Uses or for any purpose or in any manner that is prohibited by HIPAA, the CORHIO Policies, or other Applicable Law.

7.3. Authorized Users. Data Recipient will identify and authenticate its Authorized Users, in accordance with this Agreement and CORHIO Policies. Authorized Users will include only those persons who require access to the HIE System to facilitate Data Recipient's use of the Data for a Permitted Use. Each Authorized User shall be individually credentialed for access to the HIE System. In accordance with Section 6.5, Data Recipient is responsible to ensure its Authorized Users comply with the terms and conditions of this Agreement, CORHIO Policies and Applicable Laws. Data Recipient will assure that each Authorized User has received training on the requirements of this Agreement and CORHIO Policies that are applicable to Authorized Users before access is granted.

7.4. No Third-Party Access. Except as required by Applicable Law, Participant shall not permit any third party (other than Participant's Authorized Users) to have access to the HIE System or to use the Services without the prior written agreement of CORHIO.

7.5. Relationship with Individuals. By including an Individual on Participant's patient panel or member file that is submitted to CORHIO in conjunction with the Services (if applicable), Participant represents and warrants that it has a HIPAA-compliant treatment, payment or healthcare operations relationship with the Individual and is authorized to receive Data through the HIE System for that Individual.

8. DATA PROVIDER OBLIGATIONS

8.1. Applicability. The obligations of this Section 8 apply to a CORHIO participant that is a Data Provider. These obligations do not apply to a participant that is **only** a Data Recipient. Nothing in this Section or elsewhere in this Agreement is intended to or will be deemed to limit Data Provider's use of its own Data in any way.

8.2. Data Subject to Special Protection. Data Provider shall comply with all Applicable Laws governing patient consent to the use or disclosure of PHI. Data Provider agrees that, to the extent any Data is subject to special restrictions on Data Exchange or requires specific consent or Authorization from the subject Individual before being used or disclosed for or through the HIE System, such Data will not be disclosed to CORHIO unless Participant has determined that providing the Data will comply with such Applicable Law and/or Participant has obtained any required consent or Authorization from the subject Individual. Data Provider is solely responsible for determining the applicable special restrictions provided for under Applicable Law. In addition, Participant may elect not to disclose Data to the HIE that is subject to special protection.

8.3. Representation as to Data Accuracy. Data Provider shall use reasonable and appropriate efforts to assure that all Data it provides to the HIE is accurate, free from serious error, and reasonably complete. Data Provider shall cooperate with and assist CORHIO in correcting any inaccuracies or errors in the Patient Data it provides to the HIE System. Data Provider will not provide or make available any Data that it reasonably knows or reasonably should have known would violate Applicable Law or CORHIO Policy, or that it reasonably knows or reasonably should have known: (a) is an infringement, misappropriation, or violation of any intellectual property rights, publicity/privacy rights, or other rights of any third party; (b) is illegal in any way or that advocates illegal activity; (c) contains any viruses or is intended to damage, surreptitiously intercept, or expropriate the Services or HIE or any other system, data, or information; or (d) is false, inaccurate, incomplete, or not current.

8.4. Right to Use Data. Subject to the terms of the Business Associate Agreement between the Parties, Applicable Law and CORHIO's Policies, Data Provider grants CORHIO the right to use its Data for Permitted Uses.

8.5. OID Requirements. As a condition of participation in the HIE System or receipt of any Services, CORHIO requires every Data Provider to obtain and register an OID (a globally unique ISO identifier) via HL7.org so that CORHIO may accurately identify and route data to other participants. As soon as possible following execution of this Agreement and before CORHIO Implementation of Data Provider Services can commence, Participant shall provide CORHIO with its unique HL7 registered OID.

8.6. Limited Data Sets and De-Identified Data. Data Provider grants CORHIO the right to create de-identified data sets or limited data sets (as those terms are defined in HIPAA) that includes Data Provider's Data and to disclose such data sets for any purpose for which Data Provider may disclose a limited data set or de-identified data set without Individual authorization. Data Provider hereby authorizes CORHIO to enter into data use agreements for the use of limited data sets in accordance with Applicable Law and CORHIO Policies.

9. CONFIDENTIALITY

9.1. Confidentiality Obligations. During the term of this Agreement, from time to time, either party may disclose (the "Disclosing Party") or make available to the other party (the "Receiving Party"), whether orally, electronically or in physical form, Confidential Information. Each party agrees that during the term of this Agreement and thereafter: (a) it will use Confidential Information belonging to the Disclosing Party solely for the purpose(s) of this Agreement; and (b) it will not disclose Confidential Information belonging to the Disclosing Party to any third party (other than the Receiving Party's employees, contractors and/or professional advisors on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein) without first obtaining the Disclosing Party's written consent. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party. The Receiving Party will protect all Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature but with no less than reasonable care, consistent with industry accepted protections. Further, both parties shall limit the number of personnel, subcontractors and agents who will have access to Confidential Information to the extent access is necessary and appropriate to the work function of individual personnel, subcontractors and agents.

9.2. Required Disclosures. These confidentiality obligations will not restrict any disclosure required by order of a court or any government agency, provided that the Receiving Party gives prompt notice to the Disclosing Party of any such order and reasonably cooperates with the Disclosing Party at the Disclosing Party's request and expense to resist such order or to obtain a protective order.

9.3. Unauthorized Use or Disclosure. If the Receiving Party becomes aware of any unauthorized use or disclosure of the Confidential Information of the Disclosing Party, the Receiving Party shall promptly and fully notify the Disclosing Party of all facts known to it concerning such unauthorized use or disclosure.

9.4. Management Uses. CORHIO may reasonably request information, including Confidential Information, from Participant for purposes of HIE System administration, operations, testing, problem identification, problem resolution, management of the health information exchange, and otherwise as may be necessary and appropriate to carry out its obligations under Applicable Law.

9.5. Injunctive Relief. The parties acknowledge and agree that the disclosure of Confidential Information may result in irreparable harm for which there is no adequate remedy at law. The parties therefore agree that the Disclosing Party may be entitled to seek an injunction in the event the Receiving Party violates or threatens to violate the provisions of this Section, and that no bond will be required. This remedy will be in addition to any other remedy available at law or equity.

10. DATA

10.1. Data Rights. Without limiting any obligation or requirement imposed by the Business Associate Agreement between the Parties and incorporated by reference herein and consistent with all Applicable Laws, neither party will use the Data except as expressly provided by the terms of this Agreement and solely to the extent that those terms are in compliance with Applicable Law. Neither Party makes any representation as to the rights held by such party, nor provides any individual with any rights, in any Data other than as permitted

by this Agreement and Applicable Law and CORHIO Policies. As between Participant and CORHIO, Participant shall at all times remain the exclusive owner of Participant Data. In no event shall CORHIO claim any ownership rights with respect to Participant Data, and CORHIO shall not take any action with respect to such Participant Data that is inconsistent with this Agreement. If applicable, once Participant Data is exchanged through the HIE System subject to the terms of this Agreement, such Data may not continue as Participant's sole property.

10.2. Data Liabilities and Obligations. To the extent that the Services, as outlined in applicable SOWs, includes exchange of Data through the HIE System, the Parties acknowledge that the Data (including all Participant Data) is made available through the HIE by CORHIO on behalf of Participant and the other Participants and Authorized Users of the HIE System for Permitted Uses, and CORHIO does not have any obligation to monitor or review the content of the Data for accuracy or completeness before making the Data available through the HIE System.

10.3. Offshoring. CORHIO will ensure that it and its employees, subcontractors, and third party vendors will not transmit Data outside the jurisdiction of the United States of America or its territories. This section will not prohibit CORHIO from releasing Data that is de-identified in accordance with 45 C.F.R. § 164.514(b) to employees or contractors outside the United States, for purposes of software development and testing on behalf of CORHIO. This section does not prohibit Participant from allowing its Authorized Users to access the HIE System for a Permitted Use while outside the United States.

11. LICENSE.

11.1. License Grant. CORHIO represents and warrants that it has obtained all necessary licenses and/or approvals to make available the Services and the HIE System to Participant under the terms and conditions of this Agreement. Before making software provided by third parties ("Third Party Software") available to Participant, CORHIO will obtain the right and ability to permit CORHIO and Participant to use the Third Party Software. During the Term, CORHIO grants Participant a royalty-free, nonexclusive, nontransferable, non-assignable, non-sublicensable and limited right to use the Services and HIE System, including any Third Party Software furnished by CORHIO, in accordance with the terms of this Agreement. Such access and use are subject to Participant's compliance with the terms and conditions set forth in this Agreement and with CORHIO's Policies.

11.2. No Sublicensing. Participant shall not sublicense, export, rent, lease, grant a security interest in, or otherwise transfer rights related to the HIE System or any component of the Services, without advance written permission from CORHIO.

11.3. No Transfer or Modification. Except as permitted under this Agreement, Participant will not sell, rent, sublicense or otherwise share its right to use the Services or the HIE System. Participant will not modify, reverse engineer, decompile, disassemble or otherwise attempt to learn the source code, structure or ideas upon which such software is based.

12. WARRANTIES AND DISCLAIMERS.

12.1. General Warranties. Each party represents and warrants to the other party that: (a) it is duly incorporated and validly existing under applicable laws and in good standing in applicable business locations as required; (b) it has all necessary right, title, license and authority to enter into and perform its obligations under this Agreement; (c) it has appropriate agreements with its employees and subcontractors to allow it to provide and / or receive the Services in accordance with the terms of this Agreement; and (d) the person signing this Agreement (including each Attachment) on behalf of each party has full authority to bind that party to the terms and conditions hereof.

12.2. Performance Warranties. CORHIO represents and warrants to Participant that it will use commercially reasonable efforts to: (a) perform the Services and do the work created under this Agreement in a competent and professional manner in conformity with all applicable laws, industry standards and reasonable Participant instructions and specifications; and (b) provide the Services in a workmanlike, professional, and

ethical manner.

12.3. Disclaimers.

12.3.1. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 14 (“WARRANTIES”), THE HIE SYSTEM AND ALL OTHER SERVICES DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, THE DATA PROVIDED THROUGH THE HIE, ARE PROVIDED “AS IS” WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CORHIO DOES NOT WARRANT COMPATIBILITY WITH ANY PARTICULAR HARDWARE OR SOFTWARE OR INTERCONNECTIBILITY WITH OTHER NETWORKS OR SYSTEMS, UNINTERRUPTED OR ERROR-FREE OPERATION.

12.3.2. CORHIO WILL NOT BE HELD RESPONSIBLE FOR ANY DELAY, FAILURE, INTERRUPTION, LOSS OR OTHER PROBLEM WITH ANY DATA OR THE HIE SYSTEM OR OTHER SERVICES ATTRIBUTABLE TO THE INTERNET OR PARTICIPANT’S, AUTHORIZED USERS’ OR ANY THIRD PARTY’S NETWORK OR THE ABILITY TO ACCESS THE SAME, TO THE EXTENT SUCH NETWORK OR ACCESS DELAY, FAILURE, INTERRUPTION, LOSS OR OTHER PROBLEM IS NOT ATTRIBUTED TO CORHIO.

12.3.3. CORHIO MAKES NO REPRESENTATION OR WARRANTY THAT THE DATA PROVIDED BY OTHER PARTICIPANTS THROUGH THE HIE WILL BE TIMELY, CORRECT, FREE FROM ERRORS, COMPLETE, OR UNINTERRUPTED.

12.4. Not a Medical Service. CORHIO does not make clinical, medical, or other decisions. The HIE System is not a substitute for professional medical judgment applied by Participant or its Authorized Users. Without limiting any other provision of this Agreement, each Participant and the Participant’s Authorized Users shall be solely responsible for all decisions and actions taken or not taken involving patient care, utilization management, and quality management for their respective patients and clients resulting from or in any way related to the use of the HIE System or the Service or the Data made available thereby.

12.5. Inaccurate Data. Without limiting any other provision of this Agreement, CORHIO and its vendors shall have no responsibility for or liability related to the accuracy, content, currency, completeness, content, or delivery of any Data either provided by a Data Provider or used by a Data Recipient pursuant to this Agreement, except to the extent that the content of such Data is distorted or corrupted as a direct result of the negligent acts or omissions or willful misconduct of CORHIO.

12.6. Other Participants and External Networks. By using the HIE System and the Services, Participant acknowledges that other participants have access to the HIE System and Services pursuant to the same or similar terms and conditions and that CORHIO relies on the assurances of its Participants and their Authorized Users of the HIE System as to their identity and the nature and purpose of their access to and use of the HIE System. Other than through reasonable enforcement of CORHIO’s Participant Agreements, CORHIO Policies, and reasonable system controls, Participant acknowledges that access to and use of the HIE System and any Data (including Participant Data) by the other Participants and users of the HIE are beyond the direct control of CORHIO. Participant will not have any claim or cause of action against CORHIO resulting from or relating to any action or inaction of any other participant or user of the HIE. Participant further acknowledges that Data may also be shared with participants of External Networks in which CORHIO participates. CORHIO shall have no responsibility for the acts or omissions of any users accessing or utilizing such External Networks.

13. LIMITATION OF LIABILITY.

13.1. IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY IN THIS AGREEMENT: (1) NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY THEORY OF LIABILITY (INCLUDING

NEGLIGENCE) AND WHETHER OR NOT SUCH PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFITS, LOST DATA OR INFORMATION, COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES, OR INJURY TO REPUTATION, OR CLAIMS ARISING FROM ANY DELAY, OMISSIONS OR ERROR IN THE HIE, PROVISION OR RECEIPT OF DATA; AND (2) EACH PARTY'S TOTAL CUMULATIVE LIABILITY FOR ANY INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES RELATED TO THIS AGREEMENT WILL NOT EXCEED THE SUM PAID ON BEHALF OF, OR TO THE LIABLE PARTY, BY ITS INSURERS IN SETTLEMENT OR SATISFACTION OF A CLAIM OR, IF NO SUCH INSURANCE COVERAGE IS PROVIDED WITH RESPECT TO A CLAIM, THE AMOUNTS ACTUALLY PAID TO CORHIO BY PARTICIPANT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO ANY SUCH LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY ARE INTENDED TO APPLY ONLY TO THE PARTIES TO THIS AGREEMENT AND EACH PARTY EXPRESSLY RETAINS ALL RIGHTS AND REMEDIES IT MAY HAVE UNDER THIS AGREEMENT OR UNDER APPLICABLE LAW WITH RESPECT TO ANY THIRD PARTY.

13.2. THE LIMITATIONS OF LIABILITY IN THIS SECTION SHALL NOT APPLY TO ANY CLAIMS, SUITS, LIABILITIES OR DAMAGES ARISING OUT OF OR RELATING TO ANY OF THE FOLLOWING: (I) A PARTY'S GROSSLY NEGLIGENT OR WILLFUL BREACH OF THIS AGREEMENT; OR (II) A PARTY'S GROSSLY NEGLIGENT OR WILLFUL MISCONDUCT.

14. INSURANCE. CORHIO and Participant will each purchase and maintain commercial general liability insurance, professional liability / Errors & Omissions Liability (including cyber liability) insurance coverage and such professional and general liability insurance coverage as that party deems commercially reasonable to insure itself and its officers, directors, and employees against any third party claim or cause of action arising out of its performance under this Agreement. If this Agreement is terminated for any reason, CORHIO and Participant will each either maintain its insurance coverage called for under this Section ("Insurance") for a period of not less than three (3) years, or will provide an equivalent extended reporting endorsement (a "tail policy"). Each party will provide proof of required insurance coverage to the other party upon request. The insurance coverage required under this Agreement may be provided through one or more commercial insurance policies, through a reasonably acceptable self-insurance program, or through a combination of commercial and self-insurance programs.

15. INDEMNIFICATION.

15.1. To the extent permitted by Colorado law, each party (Indemnitor) will, at its expense, defend, indemnify, and hold harmless the other party, its subsidiaries, parent corporations, affiliates, officers, directors, independent contractors, shareholders, employees, agents, and successors and assigns (Indemnitees) from and against any and all claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "Claims"), including attorneys' fees incurred in responding to such Claims, that the Indemnitees may suffer or incur arising out of or in connection with (a) loss of data or damages resulting from Indemnitor's failure to comply with the provisions of this Agreement or to comply with the obligations under the HIPAA BAA Exhibit, and not otherwise caused by Indemnitees' act or omission; (b) CORHIO's failure to comply with the laws applicable to the HIE System or Services; (c) Participant's or its Authorized User's breach of this Agreement, including without limitation, the unauthorized or improper use of the HIE System or the use or disclosure of Data for any purpose not permitted by this Agreement, CORHIO's Policies, or Applicable Law; (d) Indemnitor's fraud, gross negligence or willful misconduct; and (e) Indemnitor's introduction of any unauthorized material, including without limitation, a "computer virus" or other contaminant into the other party's environment.

15.2. To the extent permitted by Colorado law, the Indemnitees will give prompt notice of any Claim to Indemnitor, and Indemnitor will defend the Indemnitees at the Indemnitees' request. Indemnitor may settle, at its sole expense, any Claim for which Indemnitor is responsible under this Section 15 provided that such settlement shall not limit, unduly interfere, or otherwise adversely affect the rights granted herein, either party's obligations under this Agreement, Participant's obligations under its state or federal contracts, or impose any additional liability on Indemnitors.

15.3. INTELLECTUAL PROPERTY INFRINGEMENT.

15.3.1. If Participant is unable to use the Services (including without limitation HIE System) because of a claim that such use constitutes an infringement, contributory infringement, or violation of any patent, copyright, trade secret, trademark, or other third party intellectual property right (“IP Infringement Claim”), CORHIO will, at its expense: (1) procure for Participant the right to continue using such good or service; or (2) replace or modify such item so that it becomes non-infringing. If neither option is available to CORHIO through the use of commercially reasonable efforts, Participant will cease using the Service, and CORHIO will refund all fees paid for such Service. CORHIO agrees to indemnify and hold Participant and its directors, officers, employees and agents harmless during the term of this Agreement from any claim or action brought against Participant arising out of IP Infringement Claim related to HIE System and Services.

15.3.2. CORHIO’s obligation under this Section 15.3 (“IP Infringement”) will not extend to any IP Infringement Claim based on or arising from any: (i) use of the HIE System or Service employing hardware, software, systems, or any other configuration not authorized by CORHIO; (ii) use of the HIE System or other Services not in accordance with the terms of this Agreement or Applicable Law or Policy; or (iii) impermissible modification of the CORHIO HIE System or Services not sanctioned or approved by CORHIO. CORHIO will have no liability for an IP Infringement Claim if Participant fails to: (1) notify CORHIO in writing of the IP Infringement Claim promptly upon learning of it or otherwise receiving notice; (2) provide CORHIO with reasonable assistance requested by CORHIO for the defense or settlement (as applicable) of the IP Infringement Claim; (3) provide CORHIO with the exclusive right to control and the authority to settle the IP Infringement Claim (Participant may participate in the matter at its own expense); or (4) refrain from making admissions about the IP Infringement Claim without CORHIO’s prior written consent.

15.3.3. THIS SECTION 15.1.3 (“IP INFRINGEMENT”) STATES CORHIO’S ENTIRE LIABILITY FOR IP INFRINGEMENT RELATING TO THIS AGREEMENT, OR THE SERVICES PROVIDED TO PARTICIPANT.

16. FORCE MAJEURE. As used in this Agreement, a “Force Majeure Event” means an act of God, riot, civil disorder, pandemic, or any other similar event beyond the reasonable control of a Party, provided that the event is not caused, directly or indirectly, by such Party. In the case of a Force Majeure Event, the nonperforming Party will be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use commercially reasonable efforts to recommence performance to whatever extent possible without delay. Any party so delayed in its performance will notify the Party to whom performance is due by telephone and in writing and will describe at a reasonable level of detail the circumstances causing such default or delay.

17. TERM, TERMINATION, AND SUSPENSION OF SERVICES.

17.1. Term. This Agreement shall begin on the Effective Date and shall continue for an initial term of one (1) year (the “Initial Term”).

17.2. Termination. This Agreement may be terminated upon the following circumstances:

17.2.1. If either Party materially breaches any provision of this Agreement and fails to cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement with written notice;

17.2.2. Either Party may terminate this Agreement for any reason or no reason upon sixty (60) days prior written notice to the other Party;

17.2.3. As described in Section 3 (Fees), Section 4 (CORHIO Policies), Sections 5 (CORHIO Obligations), and Section 18 (Assignment and Change in Control).

17.2.4. If either Party determines that its continued participation in this Agreement would cause it to violate any Applicable Law or would place it at material risk of suffering any sanction, penalty, or liability, then that Party may terminate this Agreement immediately upon written notice to the other Party.

17.2.5. CORHIO may terminate a SOW concurrently with the termination or suspension of any agreement with its subcontractors or third-party vendors that provide any essential component of the Services

provided under that SOW, provided that CORHIO will promptly notify Participant and, upon request by Participant, will use commercially reasonable efforts to require the subcontractor or third-party vendor to cooperate with the migration of Data and applicable Services to an alternative vendor.

17.3. Suspension of Access. CORHIO may suspend access to the HIE System and any related Services for Participant or an Authorized User if necessary to ensure the stability, integrity or security of the HIE and related Services or as described in Section 3.2. CORHIO shall advise Participant or Authorized User of such suspension prior to or, if immediate action is required and prevents prior notice, promptly after, such action is taken, and shall cooperate with Participant or Authorized User to resolve the issues leading to such suspension. Participant may direct CORHIO to suspend access for a Participant's Authorized User, and CORHIO will suspend such access promptly.

17.4. Early Termination Fees. If Participant terminates this Agreement or an SOW after the Implementation process has begun but prior to the Live Date, then Participant is responsible for payment in full of any Implementation Fees, which are non-refundable, as set forth in the applicable SOW.

17.5. Effect of Termination.

17.5.1. Upon expiration or termination of this Agreement (or any SOW, as applicable), each Party shall, upon the request of the other: (a) return all papers, materials and properties of the other held by such Party; and (b) provide reasonable assistance in the termination of this Agreement, as may be necessary for the orderly, non-disrupted business continuation of each Party. Termination or expiration of this Agreement will not relieve either party of any rights or obligations accruing prior to such termination under this Agreement. Upon any termination or expiration of this Agreement: (a) Participant shall cease using the HIE System and any other Services; (b) CORHIO may cease providing access to the HIE System and performing any other Services; and (c) all Fees owed to CORHIO under this Agreement before or due to such termination shall be immediately due and payable (including, at minimum, the Fees due under this Agreement prorated based on Services performed by CORHIO prior to termination).

17.5.2. Return of Data. Unless an SOW or the HIPAA Business Associate Agreement states otherwise, within thirty (30) days after the expiration or termination for any reason (or to any extent) of this Agreement, CORHIO shall return or destroy all applicable Participant Data, including PHI, if feasible to do so, including all applicable PHI in possession of CORHIO's subcontractors.

17.6. Survival. Participant and CORHIO's respective obligations hereunder which by their nature would continue beyond the termination of this Agreement or expiration of any SOW, shall survive. This includes, by way of example but not limited to, the obligations provided under the Sections or Exhibits with the following headings: "Confidentiality", "Indemnification", any warranty by CORHIO, the HIPAA BAA, and to the extent applicable, any obligations stemming from state-based government funded programs that are covered under this Agreement, e.g., Medicaid, CHIP, etc.

18. ASSIGNMENT AND CHANGE OF CONTROL. Neither Party may assign its rights or obligations under this Agreement without the advance written consent of the other Party, which consent shall not be unreasonably withheld, except that CORHIO or Participant may assign the Agreement to any acquirer of all or substantially all of its assets or to the survivor in any merger, joint venture or similar combination with another entity. In the event that Participant undergoes any change of control of stock, assets, or business (whether by way of merger, sale of assets, sale of stock, or otherwise) during this Agreement that results in an increase in the number of Authorized Users under this Agreement, Participant shall notify CORHIO and the parties shall negotiate within thirty (30) days of such notice to amend the Fees due under this Agreement to make such fees reasonably proportionate to such increase. In the event that the parties are unable to negotiate an amendment to the Fees within ninety (90) days, CORHIO may terminate this Agreement upon seven (7) days' notice to Participant.

19. QUALIFIED IMMUNITIES (IF APPLICABLE). This Section 19 is applicable only to Participants that are public sector entities, as described herein. The liability, if any, of Participant for damages, losses, or costs arising out of or related to acts performed by Participant pursuant to this Agreement, will be governed by the provisions of the Immunity Act and the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now or hereafter amended, and no provision of this Agreement, will be deemed a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any applicable provisions of the Immunity Act or the Federal Tort Claims Act, as it pertains to certain public sector Participants. No Participant that is a "public entity" of the State of Colorado, as defined in Immunity Act at CRS § 24-10-103, will be obligated by this Agreement to indemnify, hold harmless, exonerate or defend, any other Participant or CORHIO for any claim or other liability, asserted or unasserted, pursuant to this Agreement.

20. DISPUTE RESOLUTION. The Parties will attempt to resolve any Dispute according to the procedure set forth in this Section 20 (“Dispute Resolution”). Upon written notice of a Dispute from either Party, each Party will appoint a senior manager or executive who will meet for the purpose of resolving the Dispute. During the thirty (30) day period following such initial meeting (or such other period as the Parties may agree in writing), the designated representatives will meet as often as reasonably necessary to negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding.

21. ADDITIONAL PROVISIONS

21.1. Auditing and Monitoring. CORHIO will have the right, but not the obligation, to monitor and audit HIE System use by Participant and its Authorized Users, including to confirm compliance with this Agreement, CORHIO Policies, and Applicable Law. Unless prohibited by Applicable Law, Participant agrees to cooperate with CORHIO in these monitoring and auditing activities.

21.2. Access Logs. Data Recipients will maintain records of access to and use of the HIE System in accordance with usual practices. CORHIO will maintain records of use of the HIE System in accordance with CORHIO Policies, provided that such Policies conform to Applicable Law and with recognized health care industry standards. Each Party will, upon request, provide the other with information from its access logs if reasonably required for the requesting Party to comply with Applicable Law. In addition, Participant will not unreasonably refuse to provide CORHIO with a copy of information from its access logs if CORHIO demonstrates a specific need for such information relating to the operation of the HIE System. CORHIO will provide Participant with information from its access logs in accordance with the requirements of the applicable Business Associate Agreement and CORHIO Policies. Information from access logs provided pursuant to this Agreement shall be treated as Confidential Information by the recipient subject to the provisions of this Agreement.

21.3. Legal and Regulatory Compliance. All Services performed under this Agreement shall be in compliance with Applicable Law and CORHIO’s Policies, including but not limited to, those relating to the confidentiality, privacy, security, or other access or use of the HIE or any Data.

21.4. Antitrust Compliance. Participant agrees not to use any information or Data available through the HIE System or to which it has access under this Agreement to evaluate or set its own prices for services or products or to otherwise act in violation of state or federal antitrust laws and regulations. Participant also agrees not to discuss prices for Services with other CORHIO Participants or to make any effort collectively with other Participants to establish prices in violation of law.

21.5. Entire Agreement. This Agreement including its Attachments, Exhibits and any SOWs placed hereunder shall constitute the entire agreement between Participant and CORHIO relating to the matters specified in this Participant Agreement and supersedes all earlier representations or agreements with respect to the same matters, including any other Participant Agreement previously executed between the parties. The terms and conditions of the Attachments, Exhibits and any SOW hereunder, are integral parts of this Agreement and are fully incorporated herein by this reference. No conflicting or supplemental pre-printed provisions on CORHIO and Participant forms (including without limitation shrink wrap terms, terms on purchase orders or invoices) shall be binding on the parties.

21.6. Amendment. This Agreement may be amended from time to time as agreed upon by both Parties. Any amendment or modification to this Agreement or any duly executed SOW hereunder shall not be valid, enforceable, or binding on the Parties unless such amendment or modification (a) is a written instrument duly executed by the authorized representatives of both Parties; and (b) references this Agreement and any SOW, if applicable, and identifies the specific sections contained therein which are amended or modified. However, if an amendment of this Agreement is required for CORHIO to comply with Applicable Law or to ensure the secure and effective operation of the HIE System, CORHIO may implement the change within a time period that CORHIO determines to be reasonable under the circumstances, subject to Participant’s termination rights contained herein. No oral modification or waiver of any of the provisions of this Participation Agreement is binding on either Party.

21.7. Governing Laws / Venue. This Agreement will be governed by and interpreted in accordance with the Laws of the State of Colorado without regard to the conflict of law provisions. Any action or proceeding arising from or relating to this Agreement must be brought exclusively in a state or federal court in Denver, Colorado, and each party irrevocably submits to the exclusive jurisdiction and venue of such courts.

21.8. Use of Trademarks and Trade Names. Nothing in this Agreement will be deemed to give either Party any right to use the other Party’s trademarks, trade names, logos, and service marks without the other

Party's prior written consent. Notwithstanding the foregoing, the Parties acknowledge and agree that CORHIO may identify Participant as participating in the HIE, including for the purposes of community planning, provider engagement, public notice of HIE participation, advisory committee activities, grant preparation or submission, and Participant may disclose its participation in the HIE.

21.9. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining portions of the Agreement shall be construed as if not containing such provision, and all other rights and obligations of the Parties shall be construed and enforced accordingly.

21.10. Notices. Except as otherwise specified herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, via electronic mail or facsimile transmission, or by United States mail, certified or registered, postage prepaid, return receipt requested, or otherwise actually delivered to the appropriate party as identified in the signature block below. Nothing in this Section will prevent the Parties from communicating via electronic mail, telephone, facsimile, or other forms of communication for the routine administration of the HIE System.

21.11. No Waiver. No waiver or failure to exercise any option, right, or privilege under the terms of this Agreement on any occasion or occasions shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion.

21.12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument. Facsimile signatures and signatures transmitted by email after having been scanned will be accepted as originals for the purposes of this Agreement.

[Signature Page Follows]

SIGNATURE PAGE

In consideration of the foregoing, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties below enter into this Agreement, effective as of the Effective Date, and agree to the terms herein:

Participant		CORHIO
Moffat County Public Health		Colorado Regional Health Information Organization
By:		By:
Print Name: Kari Ladrow		Print Name :
Title: Moffat County Public Health Director		Title:
Date:		Date:
Contact information for all Notices due under this Agreement:		
Primary Address:	651 Yampa Avenue Craig, CO 81625	4500 Cherry Creek South Drive, Suite 820 Denver, CO 80246
Primary Contact: (name & title)	Kari Ladrow, Moffat County Public Health Director	Name: Doug Swords Title: Outreach
Phone:	(970) 291-8371	Phone: 720-285-3185
Email:	kladrow@moffatcounty.net	Email: dswords@corhio.org
EIN:	84-6000785	

Moffat County Board of County Commissioners	
By: _____ Donald Broom, Chairman	Date: _____
221 W. Victory Way, Ste. 130, Craig, CO 81625	
Moffat County Board of Health	
By: _____ Donald Broom, Chairman	Date: _____
221 W. Victory Way, Ste. 130, Craig, CO 81625	

ATTACHMENT 1

CORHIO Services List

Service	Description
PatientCare 360®	PatientCare 360® is a web-based longitudinal patient view portal that includes aggregated clinical and demographic data from disparate data sources such as hospitals and laboratories. The Community Health Record function of the portal provides credentialed Authorized Users with query-based access to a longitudinal view of a patient's health data as available in the HIE System.
Add-On Services for PatientCare 360®	<ul style="list-style-type: none"> • Single Sign-On (allows users to access the portal from within an EHR system) • Clinical Inbox / EMS Inbox (a function in PatientCare 360 allows hospitals to send a patient facesheet from an emergency department admission after an EMS agency has transported a patient to that location)
Results Delivery	<p>CORHIO will implement and maintain HL7 interfaces from the HIE into the Participant EHR inclusive of the following data types (as selected by Participant and as available in the HIE System):</p> <ul style="list-style-type: none"> • Laboratory Results • Admission, Discharge and Transfer (ADT) Information • Pathology Reports • Radiology Reports • Transcribed Reports
Notifications	<p>CORHIO's Notification services provide member / patient-based routing of results available in the HIE System to Participant via one of the following delivery methods: daily batch files to SFTP; HL7 feed; Application Programming Interface (API) feed. CORHIO offers Notifications services for the following data types:</p> <ul style="list-style-type: none"> • ADTs • General Labs • COVID-19 Labs • Diabetes • Cholesterol • Hepatitis • (Additional Notification Types are Being Developed)
Data Sender Services	<ul style="list-style-type: none"> • Data Sender – Hospital: CORHIO can help you deliver the following data to your community providers via HL7 feeds: laboratory, pathology and microbiology test results, radiology reports, hospital admission, transfer and discharge (ADT) summaries and transcriptions. • Data Sender – Lab / Imaging: Laboratories and Imaging Centers can send results to the CORHIO HIE for community providers to access, including radiology reports, laboratory results and links to imaging files. • Data Sender – Cross Community Architecture (XCA): For those organizations unable to send data to the HIE via HL7 feed, CORHIO can set up an XCA connection. • Data Sender – Patient Centered Data Home (PCDH): CORHIO works with other HIEs on PCDH alerts, which notify providers a care event has occurred outside of the patients' "home" HIE, and confirms the availability and the specific location of the clinical data. • Data Sender – Continuity of Care Documents (CCDs): CORHIO can ingest CCD/care summary documents for multiple purposes, such as for the Medicaid APM electronic Clinical Quality Measures initiative or to improve Participants' referral communications and care coordination efforts.

Patient History	CORHIO's Patient History service matches Participant member lists / patient panels to a database of historical clinical data and returns data in the timeframe increment of your choice. Patient History data may include patient demographics, ADT data including admission type, sending facility, admission date/time, discharge diagnosis, and lab and radiology data, as available in the HIE. Patient History Data will be provided to Participant via one of the delivery methods offered by CORHIO.
Consolidated Care Summaries	The Consolidated Care Summaries service is designed to streamline clinical decision-making, reduce information redundancies, and improve care coordination by consolidating disparate data elements available in the CORHIO HIE into a single, comprehensive CCD based on a specific trigger type, such as Emergency Department admission. The Service allows providers to have a single view of all clinical information available in the HIE for a specific patient.
Direct Messaging	CORHIO offers HISP services and Direct Messaging addresses to qualified health care providers, regardless of whether they use an EHR. For providers with an EHR that is not capable of providing HISP services, CORHIO offers EHR-enabled HISP services. For providers without an EHR, CORHIO offers a standalone, Web-based software application called Web Direct for sending and receiving Direct messages.
CIIS Reporting	CORHIO and CDPHE's Colorado Immunization Information System (CIIS) have developed an interface that allows medical practices to upload immunization data from their EHRs through the HIE System. Reporting immunizations to public health via CORHIO can also assist organizations in meeting quality reporting and incentive program requirements.
CIIS Query	CORHIO has enabled functionality that allows practices and health systems to query the CIIS Registry for patient vaccine history from within electronic health records, thereby eliminating the need for providers and their supporting staff to go out to the CIIS Portal directly to learn of the patient's vaccine history.
Public Health Reporting	In addition to immunization reporting, hospitals and practices participating in the CORHIO network can leverage the HIE System to send data to or receive data from state and county health departments, including for newborn screening reporting, cancer registry reporting, syndromic surveillance and electronic lab reporting.
Social Determinants of Health Platform	CORHIO has partnered with an organization that offers a case management and network care coordination software tool that enables Participants to refer patients to community-based organizations who can assist in the provision of care in the social services continuum.



CORHIO’s Healthcare Quality Improvement Team Services

Service	Description
Clinical Quality Reporting and Value-Based Care	CORHIO offers electronic solutions and staff training for submitting eQMs for providers participating in the Alternative Payment Model track or the Non-APM track of CMS’s Quality Payment Program.
Coding for Improved Reimbursements	CORHIO offers services to assist practices with Hierarchical Condition Category (HCC) coding, which is a risk-adjustment model originally designed to estimate future healthcare costs for patients.
Federal Incentive Programs and Colorado Grant Programs	Our team can assist you with participating in Colorado grant opportunities and Federal incentive programs to improve health information exchange and quality reporting for your practice.
EHR Adoption, Replacement and Optimization	Our team is available for guidance on EHR vendor contract negotiations and recommendations for contract inclusions and disclosures that help avoid unexpected fees as well as best practices to optimize use of your existing system.
Medical Home Recognition	Hands-on assistance from NCQA Certified Content Experts to simplify the process of becoming PCMH recognized.
Telehealth Assistance	Guidance with telehealth, such as setting up services, identifying appropriate visits for telehealth, and properly billing for reimbursements using the latest COVID-19 guidelines.

ATTACHMENT 2

Terms and Conditions Applicable to CORHIO's Participation in External Networks

To support Participant's communications with entities that are not CORHIO participants, CORHIO participates in the eHealth Exchange network, which facilitates health information exchange across the country. As a condition of participation in the eHealth Exchange network, CORHIO has signed the Data Use and Reciprocal Services Agreement ("DURSA") and is required to obtain Participant's agreement to comply with certain provisions in the DURSA for Participant's communications using the eHealth Exchange network. Participant agrees to comply with the following provisions when conducting Data Exchanges with the eHealth Exchange network:

1) Definitions

- a) "Applicable Law" means:
 - i) for the Participants that are not Federal Participants, all applicable statutes and regulations of the State(s) or jurisdiction(s) in which the Participant operates, as well as all applicable Federal statutes, regulations, standards and policy requirements;
 - ii) for the federal Participants, all applicable Federal statutes, regulations, standards and policy requirements.
- b) "Message Content" means Participant's Shared Information, Protected Health Information, de-identified data, individually identifiable information, pseudonymized data, metadata, and schema.
- c) "Permitted Purpose" shall mean one of the following reasons for which Participants or Participant Users may legitimately exchange Data:
 - i) Treatment, Payment, Health Care Operations, and Authorization based disclosures as defined by HIPAA;
 - ii) Transaction of Message Content related to value based payment models, alternative payment arrangements or financial risk sharing models of any nature whether for Medicare, Medicaid, other federal programs, commercial payers or employer self-insured arrangements. This could include, but is not limited to, participation in Medicare bundled payments, the Medicare Shared Savings Program, other Medicare Alternate Payment programs, Medicaid Managed Care programs or commercial value-based payment programs;
 - iii) Transaction of Message Content for certain specialized government functions which are necessary to fulfill an agency's statutory obligations for programs the agency administers including, but not limited to: (i) activities deemed necessary by appropriate military command authorities to assure the proper execution of the military mission; (ii) for the purpose of the Department of Veterans Affairs determining the individual's eligibility or entitlement to benefits under the VA upon separation or discharge of the individual from military service; (iii) to determine eligibility for or entitlement to or provision of other government benefits; (iv) for activities related to eligibility for or enrollment in a health plan that is a government program; (v) for administering a government program providing public benefits, to coordinate covered functions; or, (vi) to improve administration and management relating to the covered functions of such government programs;
 - iv) Public health activities and reporting as permitted by Applicable Law, including the HIPAA Regulations at 45 C.F.R. § 164.512(b) or 164.514(e);

- v) Any purpose to demonstrate meaningful use of certified electronic health record technology by the (i) Submitter, (ii) Recipient or (iii) Covered Entity on whose behalf the Submitter or the Recipient may properly Transact Message Content under this Agreement, provided that the purpose is not otherwise described in subsections 1-46 of the DURSA and the purpose is permitted by Applicable Law, including but not limited to the HIPAA Regulations. “Meaningful use of certified electronic health record technology” shall have the meaning assigned to it in the regulations promulgated by the Department of Health and Human Services under the American Recovery and Reinvestment Act, Sections 4101 and 4102;
 - vi) Transaction of Message Content in support of an individual’s: (i) right to access their health information or (ii) right to direct with whom their Restatement II of the Data Use and Reciprocal Support Agreement information can be shared or where their information should be sent. For the avoidance of doubt, a Participant may be prevented from disclosing information due to Applicable Law even though the individual asserts this Permitted Purpose;
 - d) “Transact” means to send, request, receive, assert, respond to, submit, route, subscribe to, or publish Message Content.
- 2) Data Exchange. While Transacting Message Content in accordance with the DURSA, Participant shall:
- a) Comply with all Applicable Law;
 - b) Reasonably cooperate with CORHIO on issues related to the Agreement and the DURSA, including participating in information gathering and documentation related to Participant’s use of the HIE System to conduct Data Exchange with the eHealth Exchange);
 - c) Transact Message Content only for a Permitted Purpose;
 - d) Use Message Content received from another Participant or Authorized User in accordance with the terms and conditions of the Agreement and the DURSA;
 - e) As soon as reasonably practicable after determining that a Breach occurred, report such Breach to CORHIO; and,
 - f) Refrain from disclosing to any other person any passwords or other security measures issued to the Authorized User by the Participant.
- 3) Use of Data Received. With regard to Data that Participant receives through the eHealth Exchange, Participant will comply with the terms and conditions of the DURSA, at <https://ehealthexchange.org/wp-content/uploads/2019/11/DURSA-Restatement-II-of-the-DURSA-revised-August-13-2019-EXECUTABLE.pdf>. Participants who receive Data via the eHealth Exchange may retain, use and re-disclose such Data in accordance with Applicable Law and the Participant’s record retention policies and procedures.
- 4) Protection of Passwords and Other Security Measures. Participant and its Authorized Users shall refrain from disclosing to any other person any passwords or other security measures issued to the Participant or its Authorized Users, and shall comply with all Policies related to the security of the HIE.
- 5) Termination of DURSA. If CORHIO’s participation in the DURSA is terminated for any reason, Participant will no longer have any right to conduct Data Exchanges through the eHealth Exchange utilizing CORHIO connections.
- 6) Required Alternative Dispute Resolution. Participants shall submit any disputes related to their exchange of Protected Health Information over the eHealth Exchange to the non-binding Dispute Resolution Process as required by the DURSA

Mandated Flow-Down Provisions for Data Exchange through PCDH

These additional flow-down provisions relate to the exchange of Data (as defined below) in accordance with the Patient Centered Data Home Master Collaboration Agreement (the “PCDH”) entered into by CORHIO. To the extent of a conflict between these provisions and the Agreement, these provisions shall govern with respect to the exchange of Data through the PCDH. These provisions are subject to change in accordance with requirements of the PCDH.

- 1) **Definitions.** Capitalized terms used but not otherwise defined in the Agreement or this Attachment shall have the meaning ascribed in HIPAA.
 - a) **“Applicable Law”** means: (i) for the Participants that are not federal Participants, all applicable statutes and regulations of the State(s) or jurisdiction(s) in which the Participant operates, as well as all applicable Federal statutes, regulations, standards and policy requirements; (ii) for the federal Participants, all applicable Federal statutes, regulations, standards and policy requirements.
 - b) **“Data”** means information that is electronically transmitted pursuant to the PCDH. This information includes, but is not limited to, Protected Health Information (PHI), de-identified data (as defined in the HIPAA Regulations at 45 C.F.R. § 164.514), pseudonymized data, metadata, and schema. Confidential Information is excluded from the definition of Data.
- 2) While exchanging Data in accordance with the PCDH, Participant shall:
 - a) Comply with all Applicable Law;
 - b) Report a Breach to CORHIO;
 - c) Refrain from disclosing to any other person any passwords or other security measures issued to Participant by CORHIO; and
 - d) Refrain from threatening the integrity or availability of an interface or HIE System or the privacy and security of any information stored therein.



ATTACHMENT 3
CORHIO POLICIES
(separate attachment)

Available on CORHIO's Website at <https://www.corhio.org/onboarding>

ATTACHMENT 4
LABCORP AND QUEST DIAGNOSTICS PROVIDER AUTHORIZATION
FORMS

(See Separate attachment if applicable to Participant)

Available on CORHIO's Website at <https://www.corhio.org/onboarding>

EXHIBIT A
Statement(s) of Work



**Statement of Work
PatientCare 360™ Web-Based Portal Per Authorized User**

This Statement of Work No. 1 (“SOW”) is a binding contract between the parties and is hereby made a part of, and incorporated by reference into, the Participant Agreement (“Agreement”) by and between CORHIO and the entity listed below (“Participant”) and subject to all the terms and conditions contained therein. The SOW is effective upon execution by both parties (“SOW Effective Date”). It will supersede and control over any contradictory terms set forth in the Agreement with respect to the services set forth herein and will be deemed to have augmented and modified the rights and obligations of the parties under the Agreement to the extent necessary to give each provision of this SOW full force and effect. Following this SOW, all references to the term “Agreement” in the Agreement will include the terms and conditions of the Agreement and this SOW, for the term of this SOW, as herein defined.

Party:	PARTICIPANT	CORHIO
Name:	Moffat County Public Health	Colorado Regional Health Information Organization
Primary Address:	651 Yampa Avenue Craig, CO 81625	4500 Cherry Creek South Drive, Suite 820 Denver, CO 80246-1518
Primary Contact:	Name: Kara Ladrow Phone: 970-291-8374 Email: kladrow@moffatcounty.net Email for CORHIO Invoices and other SOW Related Notices: as above	Name: Doug Swords Title: Outreach Phone: 720.285.3185 Email: dswords@corhio.org

In consideration of the foregoing, the parties agree as follows:

1. **DEFINITIONS.** The capitalized terms used in this Master SOW will have the definitions provided in this SOW or, if not provided in this SOW, in the Agreement.
 - a. “**Account**” means the mechanism through which access to the Services is provided by CORHIO to an individual Authorized User, utilizing a unique Account login. Each Account will be assigned to, and may only be utilized by, a single Authorized User.
 - b. “**Authorized User**” has the same meaning in the Agreement and means an employee or contractor of Participant or any Participant affiliate who is uniquely identified and credentialed with an Account to access the PatientCare 360 Services, pursuant to Participant’s specific request to CORHIO.
 - c. “**Implementation**” means the installation and initial testing of the services described in this SOW.
2. **COMPLIANCE WITH LAWS AND POLICIES.** This SOW and the rights and obligations of the parties hereunder are made subject to, and each party will at all times comply with, all applicable Laws and Policies.
3. **SERVICES.** Subject to the terms of this Agreement, CORHIO will use commercially reasonable efforts to provide the following Services:

Table A: Summary of Service

Service Requested	Description
<p>PatientCare 360® Web-Based Portal</p>	<p>PatientCare360® is a web-based longitudinal patient view including aggregated clinical and demographic data from disparate health systems' available data sources. The Community Health Record function of the portal provides Authorized Users with query-based access (including break the glass capability to access additional patient records with appropriate permissions) to a longitudinal view of a Patient's health data as available in the HIE System. Data sources include:</p> <ul style="list-style-type: none"> • Demographic and face sheet data • Lab and pathology results in several formats • Encounter documentation including transcribed notes, provider encounter date, and insurance information • Radiology and imaging results and reports • Allergies • Medical Diagnosis and Problems List with Dates (if sent) • Medical Treatments and Procedures with Dates (if sent) • Past Hospitalizations with Dates • Ability to query for Continuity of Care Documents (CCD) from a connected data sender

Table B: Summary of CORHIO's Implementation Services

Service Requested	Description
<p>Project & Implementation Management</p>	<p>CORHIO will assign a project manager to oversee Implementation planning, scheduling and execution. The project manager will be the first point of contact for Participant during Implementation. CORHIO Project Manager and Participant will jointly be responsible for managing the project schedule, risks, and issues.</p>
<p>Healthcare Quality Improvement Consulting</p>	<p>(Optional) For an additional hourly fee, CORHIO's Healthcare Quality Improvement team is available to provide consulting support services to Participant's staff to assist in integrating new CORHIO HIE Services into staff workflow.</p>
<p>Authorized User Training</p>	<p>All Authorized Users identified on the Authorized User request form will receive credentials to online training modules from CORHIO that are available for 6 months.</p>
<p>Escalation Contact</p>	<p>CORHIO shall make available a point of contact for escalation of issues or concerns during the Implementation.</p>
<p>Ongoing Maintenance, Support Desk, & Monitoring Support</p>	<p>CORHIO will provide routine maintenance, support desk and system monitoring services for the Patient History product in accordance with the terms of the Agreement and CORHIO's then-current Service Levels.</p>

4. **PARTICIPANT OBLIGATIONS.** In addition to the obligations set forth in the Agreement and subject to the terms and conditions thereto, Participant agrees to do the following in support of the Services described in this SOW:
- a. **Planning and Resource Coordination.**
 - i. Participant shall coordinate internal resources required for the implementation work to proceed. Participant acknowledges that implementation of the Services will require multiple meetings and that CORHIO can only proceed with participation from the Participant.
 - ii. Participant agrees to provide a point of contact (POC) for outage information as well as a HIPAA Compliance or Privacy Officer. Participant agrees to notify CORHIO within fourteen (14) days of any changes to these roles.
 - b. **Notice of Participation.** Participant is responsible for updating and appropriately distributing their Notices of Privacy Practices to inform Patients of their participation in the HIE System in accordance with HIPAA and Applicable Law. Participant is responsible for providing Patients with notice of their right to Opt-Out of having their information compiled and shared in PatientCare 360 and must appoint an individual, or individuals, within the organization to manage the Patient Opt-Out process.
 - c. **Authorized User Accounts for PatientCare360® Access.**
 - i. **Access.** Access to the HIE System and Services will be provided only to Authorized Users. Participant will provide all information requested by CORHIO, including a unique email address, in connection with the establishment of each Account, which may be used only by the Authorized User of the applicable Account. Participant is responsible for requiring all Authorized Users to meet the requirements of this SOW and applicable Policies and Laws for access to the HIE System and Services. Participant will ensure the security and confidentiality of each Account and the associated login credentials and will notify CORHIO immediately if any Account login credentials are lost, stolen, or otherwise compromised.
 - ii. **User Authentication.** CORHIO provides access to the Services via secured methodology. Consistent with industry standards and best practices, CORHIO is incorporating multi-factor authentication for access to the Services by all Authorized Users that access PatientCare 360 through the web portal (n/a for those using single sign-on through Participant's EHR). Following Implementation and on a schedule that is mutually agreeable to CORHIO and Participant (in no case to exceed three (3) months), all Authorized Users of Participant that access PatientCare 360 through the web portal will be trained on and required to install and utilize a software application that will be used to validate Authorized User identity.
 - iii. **Training.** Each Authorized User will complete all training regarding the use of the HIE System and Data required by CORHIO, and Participant will certify that each Authorized User has completed all such training and signed the Appropriate Uses & Disclosures form, a sample of which has been provided as **Attachment A1**.
 - iv. **Changes in Authorized User Status.** Participant is responsible for initiating, updating, removing or suspending access of its Authorized Users to the HIE System in compliance with applicable Laws and Policies and the Agreement. Participant shall notify the CORHIO Helpdesk immediately of any changes in the status of any Authorized User (or their ability to access the HIE System or Services) as set forth in the applicable Policies, including but not limited to employee departures or terminations.
 - d. Participant is fully responsible for all fees, liabilities, and damages incurred through its lawful use of each Account and any lawful activity completed through any Account will be deemed to have been completed by Participant.



5. FEES AND INVOICING.

a. The following Fees are payable to CORHIO by Participant and will be added to other Fees due under the Agreement.

i. **PatientCare 360 Implementation Fee:** (when purchased stand-alone without the purchase of CORHIO’s Results Delivery Service). **\$6,000** and may be covered through the expanded Colorado Care Connections Program.

ii. Subscription Fees:

Number of Users	PatientCare360 Monthly Cost	PatientCare360 Quarterly Cost	PatientCare360 Annual	Billing Cycle
1-5	\$75	\$225	\$900	Annual
6-10	\$112	\$337	\$1,350	Annual
11-15	\$195	\$585	\$2,340	Quarterly
16-20	\$255	\$765	\$3,060	Quarterly
21-25	\$345	\$1,035	\$4,140	Quarterly
26-30	\$420	\$1,260	\$5,040	Quarterly
31-35	\$495	\$1,485	\$5,940	Quarterly
36-40	\$570	\$1,710	\$6,840	Quarterly
41-45	\$645	\$1,935	\$7,740	Quarterly
46-50	\$720	\$2,160	\$8,640	Quarterly
51-60	\$825	\$2,475	\$9,900	Quarterly
61-70	\$975	\$2,925	\$11,700	Quarterly
71-80	\$1,125	\$3,375	\$13,500	Quarterly
81-90	\$1,275	\$3,825	\$15,300	Quarterly
91-100	\$1,425	\$4,275	\$17,100	Quarterly

*** The pricing set forth in this Section is valid for 90 days from Participant’s receipt of this SOW. If the SOW is not executed within 90 days of receipt, then CORHIO reserves the right to adjust the pricing for the Services.**

This contract covers five (5) users at a rate of \$75 per month. Contracts will be reviewed annually, and fees will be modified based on the number of authorized users for the renewal term. CORHIO reserves the right to increase fees during the Term in the event that Participant materially increases its number of Authorized Users utilizing the Services.

b. Invoicing.

i. CORHIO will issue electronic invoices to Participant for the Services. Participant shall provide an email address to CORHIO for electronic invoicing and shall update CORHIO within 14 days of any change in email address. If Participant requests paper billing, Participant shall provide CORHIO with proper mailing address and contact information.

- ii. Implementation Fees.
 1. Unless waived, CORHIO will invoice Participant 50% of the Implementation Fees within 30 days of the SOW Effective Date and the remaining 50% of the Implementation Fees within two weeks of Implementation of the Services or six months after SOW Effective Date (whichever is earlier). Payment is due within 30 days of receipt of invoices and is non-refundable.
 2. Use of Colorado Care Connections Program Funding to cover Implementation Fees is subject to availability. If the programs are discontinued or the funds are no longer available at the time that Participant seeks to set-up and implement the Services identified herein, then Participant shall be responsible for covering the one-time implementation Fees.
 - iii. Subscription Fees. User Fees for Authorized User access to the HIE System will be billed starting the first day following access by an Authorized User to the HIE System. Fees are calculated based on the number of Authorized Users at the time of contract execution. The number of Authorized Users will be reviewed at least annually with the practice and pricing will be adjusted upon that review.
6. **DISCLAIMER.** CORHIO IS NOT RESPONSIBLE FOR ANY FAILURE TO COMPLETE OR TIMELY PERFORM THE SERVICES THAT IS SUBSTANTIALLY CAUSED BY THE PARTICIPANT'S FAILURE TO MEET THE EXPECTATIONS SET FORTH HEREIN, INCLUDING FAILURE TO ALLOT APPROPRIATE TIME AND RESOURCES FOR IMPLEMENTATION AND TESTING. CORHIO IS NOT RESPONSIBLE FOR ANY FAILURE BY PARTICIPANT TO FULFILL THE OBLIGATIONS SET FORTH HEREIN, INCLUDING RELATED TO ACCESS TO THE HIE SYSTEM AND SERVICES VIA ACCOUNTS ISSUED BY CORHIO OR BY AUTHORIZED USERS.
 7. **TERM.** This SOW shall remain in effect consistent with terms of the Participant Agreement and may be extended or renewed in writing for subsequent one-year terms subject to the negotiation of applicable fees. The Services described in this SOW may be terminated as described in the Participant Agreement or upon 90 days' prior written notice to the other party.
 8. This SOW may be executed in one or more counterparts, duplicate originals, or facsimile versions, each of which will be deemed an original, but all of which together will constitute one and the same instrument.



Attachment A1

Appropriate Uses & Disclosures

As a condition of being an Authorized User of CORHIO's PatientCare360[®] Health Information Exchange Portal, I agree to abide by the following terms and conditions:

1. I will not disclose my account credentials (username and password) to anyone.
2. I will not allow anyone to access the HIE System using my username and password.
3. I will not attempt to learn or use another's username and password.
4. I will not access the HIE System using a username and password other than my own.
5. I am responsible and accountable for all data retrieved and all entries made using my username and password.
6. If I believe the confidentiality of my username and password has been compromised, I will immediately notify the CORHIO help desk (helpdesk@corhio.org or 720-285-3277) so that my password can be changed.
7. I will not leave my computer unsecured while logged into the HIE System.
8. I will treat data available to me through the HIE System confidentially, as required by the Health Insurance Portability and Accountability Act and its implementing regulations (HIPAA). I will not disclose any confidential information unless required to do so within the official capacity of my job responsibilities, and then only limited to parties with a legitimate need to know.
9. I will not access, view, or request information regarding anyone with whom I do not have a clinical relationship, or a need to know in order to perform my job, including my own data.
10. I acknowledge that my use of the HIE System will be routinely monitored to ensure compliance with this agreement.
11. I further acknowledge that if I violate any of the terms as stated above, I am subject to loss of HIE System privileges, legal action, and/or any other action available to CORHIO.

By: _____
Authorized User Signature

Name (Print): _____

Title: _____

Organization: _____

Date: _____



EXHIBIT B
Business Associate Agreement
(separate attachment)



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into as of the date of execution by both parties (the “Effective Date”), by and among Moffat County Public Health acting as a Covered Entity (“Covered Entity”) and the Colorado Regional Health Information Organization, a Colorado nonprofit corporation, with an address of 4500 Cherry Creek South Drive, Suite 820, Denver CO 80246, acting in the capacity as a Business Associate or Subcontractor Business Associate (“CORHIO” or “Business Associate”) (collectively referred to herein as the “Parties”). This Agreement supersedes any prior Business Associate Agreement between or among the Parties.

RECITALS

WHEREAS, CORHIO governs and operates a Colorado, state-wide health information exchange (“HIE”) through which Covered Entity and other participants will transmit or receive Protected Health Information (referred to herein as “PHI” and defined below) and other information to CORHIO, acting in the capacity as a common Business Associate or Subcontractor Business Associate;

WHEREAS, CORHIO and Covered Entity have entered into a written agreement and may in the future enter into additional written agreements, including one or more statements of work, pursuant to which CORHIO may, on Covered Entity’s behalf, access, use, create, receive, transmit, maintain, and/or disclose PHI (the “Participant Agreement”);

WHEREAS, Covered Entity and CORHIO intend to protect the privacy and provide for the security of PHI disclosed to CORHIO and comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH Act”), and the final regulations to such Acts that the U.S. Department of Health and Human Services (“HHS”) has promulgated and set forth in 45 CFR Parts 160, 162, and 164, as may be amended from time to time (collectively, the “HIPAA Rules”);

WHEREAS, the Parties acknowledge that this Agreement shall supplement and / or amend the Participant Agreement only with respect to CORHIO’s access, use, creation, receipt, transmittal, maintenance or disclosure of PHI and supersedes any prior Business Associate Agreement between the parties;

WHEREAS, the participants in HIE do not become Business Associates of each other by virtue of this Business Associate Agreement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the Parties agree as follows:

1. DEFINITIONS.

- A. “Applicable Law” means HIPAA, the HITECH Act, the HIPAA Rules, as may be amended from time to time, as well as applicable state law.
- B. “Breach” shall have the meaning given to such term at 45 C.F.R. § 164.402.
- C. “Discovery” shall mean the first day on which an Incident (as defined herein) is known to Business Associate (including any person that is an employee, officer, or Subcontractor of Business Associate), or should reasonably have been known to Business Associate, to have occurred.
- D. “Incident” shall have the meaning provided under Section II.F.
- E. “Individual” shall have the same meaning as the term “Individual” in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
- F. “Protected Health Information” or “PHI” shall have the same meaning as the term “Protected Health Information” in 45 C.F.R. §160.103, limited to the information created, received, transmitted, or maintained by Business Associate on behalf of or for Covered Entity. For purposes of this Agreement,



“Protected Health Information” or “PHI” shall collectively refer to Protected Health Information, Electronic Protected Health Information (“ePHI”) as defined in 45 C.F.R. § 160.103, and “Personal Information” as defined below.

G. “Personal Information” or “PI”, also known as “Personally Identifiable Information,” “Personal Data,” and similar terms, shall have the meaning provided under state law. For purposes of this Agreement, Personal Information shall include any data elements that identify an individual or that could be used to identify an individual, including but not limited to an individual’s first name or initial and last name in combination with one or more of the following data elements: social security number; driver’s license or state issued identification number; credit or debit card number; medical information (such as an individual’s condition, treatment, or payment information); financial information, such as checking account or other account number (either in combination with a required security code, access code, or password that would permit access to the account, or alone if the account does not require such an access code); or other identifying information, such as email addresses and usernames in combination with passwords or security questions, date of birth, mother’s maiden name, digital signature, passport number, fingerprint or other biometric data, an insurance policy number, employment information, employment history, an employer, student, tribal, or military identification numbers.

H. “Required by Law” means a mandate contained in law that compels Covered Entity or Business Associate to use or disclose PHI and that is enforceable in a court of law, including, but not limited to, court orders, court-ordered warrants and statutes and regulations.

I. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.

J. “Security Incident” shall have the meaning provided in 45 C.F.R. § 164.304.

K. Terms used but not otherwise defined in this Agreement shall have the same meaning as given to those terms in the HIPAA Rules. A regulatory reference in this Agreement means the section as in effect or as amended, and for which compliance is required.

2. BUSINESS ASSOCIATE’S OBLIGATIONS.

A. Permitted Use and Disclosure of PHI.

1. Business Associate shall use and disclose PHI only as permitted by this Agreement or as Required by Law. To the extent that Business Associate is to carry out one or more of Covered Entity’s obligation(s) under the HIPAA Rules, Business Associate shall comply with the provisions in the HIPAA Rules that would apply to Covered Entity in the performance of such obligation(s). Business Associate is also permitted to obtain Individual HIPAA authorizations and other consents in accordance with the HIPAA Rules and to use and disclose PHI as permitted by such authorizations and consents in compliance with CORHIO’s policies.

2. Participant Agreement. Except as otherwise limited in this Agreement, CORHIO may use or disclose PHI for, or on behalf of, Covered Entity, in the operation of the HIE and in CORHIO’s provision of services, including but not limited to the following functions, services and activities that are implicit in the Participant Agreement (even if not specifically stated):

- a) Managing authorized requests for, and disclosures of, PHI amongst Participants in the health information exchange;
- b) Creating and maintaining a master patient index;
- c) Providing a record locator or patient matching service;
- d) Standardizing data formats;

- e) Implementing policies and other business rules to assist in the automation of data exchange;
- f) Facilitating the identification and correction of errors in health information records;
- g) Aggregating data on behalf of multiple Participants, including to create, update, modify, transmit, standardize, maintain, or disclose a Continuity of Care Document;
- h) Developing new functionality of the health information exchange;
- i) Responding to permissible requests from public health authorities including for public health activities and facilitating the exchange of information between participants and public health authorities (e.g., immunization information systems);
- j) Any other use permitted or directed by the Participation Agreements; provided that such use or disclosure would not violate Applicable Law if done by the Covered Entity or another Participant.

B. Permitted Uses of PHI by CORHIO. CORHIO may use PHI i) for the proper management and administration of CORHIO, ii) to carry out its legal responsibilities, (iii) to create de-identified data consistent with 45 C.F.R. 164.514, and (iv) to provide Data Aggregation services to Covered Entity and for the Health Care Operations of the Participants. (See 45 CFR Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A), and 164.504(e)(4)(i)).

C. Permitted Disclosures of PHI by CORHIO. CORHIO may only disclose PHI for the purpose of performing its respective obligations under this Agreement and as permitted under the Participant Agreement; provided, however, that CORHIO shall not disclose PHI in any manner that would constitute a violation of Applicable Law if so disclosed by Covered Entity or a Participant. Except as otherwise limited in this Agreement, CORHIO may disclose PHI (i) for its proper management and administration, (ii) to carry out its legal responsibilities, or (iii) as required by law. If CORHIO makes a permitted disclosure of PHI to a third party pursuant to this subsection, prior to making any such disclosure, CORHIO shall first obtain, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and Applicable Law and will only be disclosed as Required by Law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any instance of which the recipient is aware in which the confidentiality of the PHI has been breached.

D. Safeguards. CORHIO shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that Business Associate creates, receives, maintains, uses, discloses, or transmits on behalf of Covered Entity, in accordance with all applicable provisions of the HIPAA Rules. Business Associate shall comply with the requirements in 45 C.F.R. Part 164, subpart C. CORHIO shall Encrypt, or cause the Encryption of, all ePHI they transmit or store such that such ePHI will not comprise Unsecured PHI as such term is used under the HITECH Act and the Breach Notification Rule.

E. Minimum Necessary. If applicable, CORHIO, and its agents and subcontractors, will make reasonable efforts to use, disclose, or request only the minimum necessary PHI to accomplish the intended purpose (as described in 45 C.F.R. § 164.502(b) and § 164.514(d)). The Parties understand and agree that the definition of “minimum necessary” is in flux, and CORHIO agrees to keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”

F. Incident Reporting: Business Associate shall report to Covered Entity any of the following without unreasonable delay after Discovery by Business Associate or any Subcontractor: (i) any acquisition, access, use or disclosure of PHI not provided for in this Agreement or the Participant Agreement; (ii) any Security Incident involving PHI; (iii) any Breach of Unsecured PHI (collectively, an “Incident”).

Business Associate shall implement reasonable systems for the Discovery and prompt reporting of any

Incidents and shall train Business Associate personnel regarding the requirements under this Agreement. Notwithstanding the foregoing, the Parties agree that this Agreement serves as notification, and that no further notification is required, of the ongoing existence of Unsuccessful Security Incidents, defined to include, without limitation, activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-in attempts, denial of service, and any combination of the above, so long as such activity does not result in unauthorized access, use, acquisition, or disclosure of PHI.

G. Agents & Subcontractors. Business Associate shall ensure that any agent or subcontractor to whom it provides PHI agrees in writing to substantially the same restrictions and conditions that apply throughout this Agreement to Business Associate.

H. Access to PHI. To the extent that Business Associate possesses an applicable Designated Record Set, CORHIO shall provide access to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual all in accordance with the requirements in 45 CFR §164.524, including providing or sending a copy to a designated third party and providing or sending a copy in electronic format. If an Individual requests access to PHI directly from Business Associate, Business Associate will forward such a request in writing to Covered Entity within a reasonable amount of time. Covered Entity will be responsible for making all determinations regarding the granting or denial of an Individual's request, and Business Associate shall make no such determinations. If Business Associate maintains PHI in electronic form, Business Associate shall provide such information in electronic format to Covered Entity if requested.

I. Amendment of PHI. Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Covered Entity, or a Participant acting through CORHIO, directs or agrees to pursuant to 45 CFR Section 164.526 at the request of an Individual, and in the time and manner reasonably designated by Covered Entity. If any Individual requests an amendment of PHI directly from CORHIO or its agents or subcontractors, CORHIO will notify the Covered Entity within a reasonable amount of time. Any approval or denial of amendment of PHI maintained by CORHIO or its agents or subcontractors shall be the responsibility of the affected Covered Entity in accordance with 45 CFR § 164.504(e)(2)(ii)(F)).

J. Documentation and Accounting of Disclosures. Business Associate shall document such disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Business Associate agrees to implement a process in the time and manner reasonably designated by Covered Entity that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors. In addition, Business Associate agrees that (i) within a reasonable amount of time of receipt of a notice from Covered Entity requesting an accounting of PHI disclosures, Business Associate shall provide Covered Entity with records of such disclosures containing information as outlined in 45 C.F.R. §164.528(b); (ii) within a reasonable amount of time of receipt of a request by an Individual to Business Associate or its agents or subcontractors for an accounting of disclosures of PHI, Business Associate shall forward to Covered Entity any such requests in writing. Covered Entity shall be responsible for providing an accounting of PHI disclosures to the Individual. Business Associate will not provide an accounting of its disclosures directly to the Individual.

K. Government Access. Upon request, Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary to the extent required for determining Covered Entity's or Business Associates' compliance with the HIPAA Rules.

L. State Law. Business Associate shall comply with applicable state law confidentiality, privacy, security, document retention, and breach notification requirements involving PI. Notwithstanding any provision to the contrary, the provisions of this Agreement shall apply equally with respect to PI as they do to PHI; provided, however, that to the extent that state law is more stringent than the HIPAA Rules or the terms of this Agreement, Business Associate agrees to comply with the requirement that provides more privacy and security protection to PI.

3. COVERED ENTITY'S OBLIGATIONS.

A. Notice of Change in Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice to CORHIO no later than ten (10) days prior to the effective date of the limitation.

B. Notice of Change in Permissions. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice to CORHIO no later than ten (10) days prior to the effective date of the limitation. Covered Entity acknowledges that any changes in or revocation of permission by an Individual may require Business Associate to opt such Individual out of participation in the HIE to accommodate the Individual restriction. Covered Entity agrees to assume all responsibility for any information blocking claim, as that term is defined in 45 C.F.R. Part 171, that results from an opt-out required under this subsection.

C. Notice of Change in Use. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice to CORHIO no later than ten (10) days prior to the effective date of the limitation.

D. Appropriate Requests. Except as otherwise permitted under this Agreement, Covered Entity shall not request that Business Associate use or disclose PHI in any manner that would not be permissible under Applicable Law if done by Covered Entity.

4. TERM AND TERMINATION.

A. Term. The term of this Agreement shall commence as of the Effective Date, and shall terminate at the time of the termination or expiration of the Participant Agreement, or earlier as provided herein.

B. Termination for Cause.

1. Material Breach: If Covered Entity reasonably determines that Business Associate has materially breached this Agreement, Covered Entity may

a) provide Business Associate with thirty (30) days written notice of the alleged material breach and an opportunity to cure the breach. If CORHIO fails to cure the breach or end the violation within the specified timeframe, Covered Entity may terminate this Agreement and the Participant Agreement; or

b) immediately terminate this Agreement.

2. Effect of Termination or Expiration. Within thirty (30) days after the expiration or termination for any reason of the Agreement, CORHIO shall return or destroy all applicable PHI, if feasible to do so, including all applicable PHI in possession of CORHIO's subcontractors. Notwithstanding the foregoing, Covered Entity understands that PHI provided to the HIE may be integrated into the medical record of Data Recipients that access the HIE, and into records maintained by CORHIO, and it may not be feasible for CORHIO to return or destroy the PHI that has been thus integrated upon termination of the Participant Agreement. To the extent that CORHIO determines that returning or destroying the PHI is not feasible, CORHIO shall notify Covered Entity in writing of the reasons return or destruction is not feasible. If CORHIO does not return or destroy PHI upon termination, CORHIO shall extend the protections for this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as CORHIO maintains such PHI.

5. MISCELLANEOUS.

A. Amendment. The Parties may amend this Agreement from time to time as is necessary to achieve and maintain compliance with Applicable Law, except that no agreement or other understanding in any way modifying the terms hereof will be binding unless made in writing as a modification or amendment to this Agreement and executed by each of the Parties.

B. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Parties to comply with Applicable Law.

C. Choice of Law. This Agreement shall be governed by the laws of the state of Colorado without regard to conflict of laws principles thereof.

D. Relationship to Agreements with Covered Entity. In the event that a provision of this Agreement is contrary to a provision of any other agreement between Business Associate and Covered Entity (including any inconsistencies in defined or capitalized terms), this Agreement shall control.

E. Survival. Business Associate's obligations under Sections 2 and 4.B2 of this Agreement shall survive the termination of this Agreement.

F. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

G. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and merges, integrates and supersedes all prior and contemporaneous agreements, addenda and understandings between the Parties, whether written (including within any Services Agreements) or oral, concerning its subject matter.

Signature Page Follows



BUSINESS ASSOCIATE AGREEMENT

Signature Page

FOR COVERED ENTITY:	FOR CORHIO:
<p>Moffat County Public Health</p> <p>Signed: _____</p> <p>Name: Kari Ladrow</p> <p>Title: <u>Moffat County Public Health Director</u></p> <p>Date: _____</p>	<p>Colorado Regional Health Information Organization</p> <p>Signed: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>

<p>Moffat County Board of County Commissioners</p> <p>Signed: _____ Donald Broom, Chairman</p> <p>Date: _____</p>
--

<p>Moffat County Board of Health</p> <p>Signed: _____ Donald Broom, Chairman</p> <p>Date: _____</p>
--

PERMITTEE NAME/ADDRESS (Include Facility Name/Location if Different)
 NAME Moffat County Road Department
 ADDRESS P.O. Box 667
 Craig, CO 81626

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
 DISCHARGE MONITORING REPORT (DMR)
 (2-16) (17-19)
 COG502063 001A
 PERMIT NUMBER DISCHARGE NUMBER

Form Approved.
 OMB No. 2040-0004
 Approval expires 05-31-98

FACILITY LOCATION Limestone Pit #10
 27250 CR 10, Maybell, CO

MONITORING PERIOD
 FROM 2021 10 01 TO 2021 12 31
 (20-21) (22-23) (24-25) (26-27) (28-29) (30-31)

Check here if No Discharge

NOTE: Read Instructions before completing this form

PARAMETER (32-37)	X	(3 Card Only) QUANTITY OR LOADING (46-53) (54-61)			(4 Card Only) QUALITY OR CONCENTRATION (38-45) (46-53) (54-61)			NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM			
	SAMPLE MEASUREMENT									
	PERMIT REQUIREMENT									
	SAMPLE MEASUREMENT									
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	PERMIT REQUIREMENT									

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER
 Donald Broom,
 BOCC Chair
 TYPED OR PRINTED

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE 970 824-3211
 DATE 2020 10 13
 AREA CODE NUMBER YEAR MO DAY

COMMENTS AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

The Master Minor Off-Site Services Agreement (“master agreement”) effective as of February 4, 2016 by and between Tri-State Generation and Transmission Association, Inc. And the Board of County Commissioners of Moffat County, Colorado shall govern this contract with a copy attached hereto and made a part hereof by this reference. Unless specifically modified herein, nothing contained in this contract shall alter, amend, waive, or otherwise modify the terms of the agreement. All terms not otherwise defined herein shall have the meaning assigned to them in the Master Agreement

This contract is by and between Tri-State Generation and Transmission Association, Inc. (“Tri-State”) and Moffat County Road Department (“Vendor”), issued to procure services at Tri-State.

I. Services

Vendor shall provide all labor, supervision, materials, tools and incidentals to perform the following services:

RE: Scope of work: landfill fees

Moffat county road and bridge (landfill).

2022 Rates are listed below:

<u>Description</u>	<u>Resident</u>	<u>Non-Resident</u>
	\$15.00 (Minimum)	\$20.00 (Minimum)
Municipal Waste	\$50.00/ton	\$80.00/ton
Residential Waste	\$50.00/ton	\$80.00/ton
Commercial-Industrial	\$50.00/ton	\$80.00/ton
Solid Waste	\$45.00/ton	\$80.00/ton
Concrete	\$50.00/ton	\$80.00/ton
Special Waste (contaminated soils) (non-friable and friable asbestos)	\$55.00/ton	\$110.00/ton
Tires		
Car/Pickup	\$6.00/tire	\$15.00/tire
Semi Truck	\$10.00/tire	\$20.00/tire
Equipment	\$30.00/tire	\$60.00/tire
WE DO NOT ACCEPT TIRES ON RIMS.		
Surcharge - Mattress, Box Springs	\$10.00 each	\$20.00 each

ITEMS WE DO NOT ACCEPT

- Refrigerated units without the proper certification
 - Liquid Waste
 - Batteries
 - Hazardous Waste or Chemicals
 - Bio-Hazard Bags or Refuse
 - Propane Tanks (Valve must be removed completely and recycle in metal dumpster)
- Check with Scalehouse Operator or Equipment Operator on any questionable items!

RECYCLABLE

All metals objects, tin, wire, appliances, etc. must be disposed of in the designated dumpster.

Any reference to Vendor’ proposal, bid or quotation does not imply acceptance of any term, condition or instruction contained in that document.

II. Period of performance and OATR

The services shall be arranged through Tri-State's authorized technical representative ("OATR"). Vendor shall coordinate its activities with the OATR for the successful completion of the services in a timely manner. All services shall begin 01/01/2022 and be completed by 12/31/2022.

The OATR for this contract is Brandon Cooper. The OATR's telephone number is (970) 824-4411 ext. 4626.

III. Contract price

Compensation for services shall not exceed \$1,000.00 and be paid on a time and material (T&M) basis. Any amount invoiced greater than this will not be approved or paid without an executed amendment from Tri-State. For the proper administration of the T&M work, vendor shall keep full and detailed accounts of the cost of performing the T&M work authorized by Tri-State unless otherwise stated in the contract, materials will be invoiced at vendor's cost without a markup and time will be invoiced at the rates set forth in this contract.

IV. Invoicing:

All invoices must show Tri-State's contract number (309282) and be itemized as applicable. Tri-State requires a copy of the fully executed signature page of the contract be submitted with the vendor's first invoice. If such fully-executed signature page is not received by Tri-State, payment may be denied or delayed.

Tri-State is not responsible for payment for services outside the scope of services of this contract or greater than the contract price, without prior written authorization from Tri-State in the form of an amendment to this contract or a newly issued contract from a Tri-State contract administrator.

SIGNATURE PAGE FOLLOWS



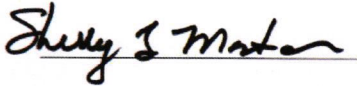
CONTRACT # 00309282

PAGE 4

Date of Contract
12/22/2021

Pricing Method: NOT TO EXCEED TVO	Payment Terms: Net 30 Days
Total Amount of Contract : \$1,000.00	

VENDOR MUST ACKNOWLEDGE RECEIPT OF THIS CONTRACT BY SIGNING THE ACKNOWLEDGEMENT/COMPLIANCE SECTION BELOW AND RETURNING A COPY OF THIS CONTRACT TO OUR PROCUREMENT DEPARTMENT. THE ORIGINAL COPY OF THIS CONTRACT AGREEMENT IS FOR THE VENDOR'S FILE. VENDOR AGREES THAT THIS CONTRACT INCLUDING ITS RELATED TERMS AND CONDITIONS, SCHEDULES, AND ANY ATTACHMENTS CONSTITUTES THE SOLE AGREEMENT BETWEEN THE TWO PARTIES CONCERNING THE SUBJECT MATTER.

 APPROVED BY: SHELLEY MARTINDELCAMPO	VENDOR'S ACCEPTANCE SIGNATURE:	
	CONTRACT # 00309282	DATE:

CONTRACT ADMINISTRATOR:	SHELLEY MARTINDELCAMPO		
PHONE: 303-254-3130	FAX: 303-254-3046	EMAIL:	smartindelcampo@tristategt.org

End of Contract

MONTHLY REPORT OF MOFFAT COUNTY TREASURER
 NOVEMBER 31, 2021 THRU DECEMBER 31, 2021

FUND	REVENUES-----					DISBURSEMENTS-----			ENDING BALANCE	
	BEGINNING BALANCE	CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP	TRANSFERS (IN)	CASH WITHDRAWALS	TREASURERS FEES		TRANSFERS-OUT
GENERAL FUND	19,936,400.85	2.67	407,189.49			-4,410.40		-13,611.68	-659,999.46	19,665,571.47
ROAD & BRIDGE FUND	13,027,963.70		180,998.33		76,638.07			-1,387.19	-416,532.53	12,867,680.38
DEPARTMENT OF HUMAN SERVICES	1,273,825.48	.15	122,365.24			144.99			-155,077.30	1,241,258.56
ACET	146,906.98		503.68						-1,909.13	145,501.53
MOFFAT COUNTY LOC MRKT DIST	499,319.41		14,444.55							513,763.96
CONSERVATION TRUST FUND	148,151.65		12,019.14					-120.19	-10,047.35	150,003.25
MOFFAT COUNTY PUBLIC HEALTH	518,142.61	.05	13,667.45						-41,460.64	490,349.47
LANDFILL	1,162,589.10		118,074.71					-1,179.42	-35,163.78	1,244,320.61
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	785,838.12		137,279.93						-150,310.69	772,807.36
COUNTY HEALTH & WELFARE	3,267,914.31		354,993.79						-250,262.81	3,372,645.29
MEMORIAL REGIONAL HEALTH	10,587.92	.41				388.17	-10,587.92			388.58
WARRANT FUND - COUNTY	492,576.60					1,833,318.49	-2,091,289.04			234,606.05
SHADOW MTN LOCAL IMPROVE DIST	177,126.43								-13.00	177,113.43
AIRPORT FUND	192,683.23		19,215.96					-188.31	-4,780.90	206,929.98
PUBLIC LIBRARY	278,251.05		869.12					-8.69	-20,889.50	258,221.98
COLO NORTHWEST COMM COLLEGE	19,684.38	.41			9,622.19	388.94	-19,684.38	-3.89		10,007.65
M C SCHOOLS RE#1 - GENERAL	189,591.63	3.66			101,942.67	4,121.83	-189,591.63	-41.23		106,026.93
CAPITAL PROJECTS FUND	1,705,432.45		194.15			7,212.63			-7,675.00	1,705,164.23
PUBLIC SAFETY CENTER - CAP PROJ	533.39		.06							533.45
NC TELECOM ESCROW ACCOUNT	268,354.22		30.52						-608.57	267,776.17
SUNSET #1 SECURITY DEPOSIT	15,110.61		808.00						-830.53	15,088.08
SUNSET MEADOWS #1	609,783.77		33,820.30						-21,536.22	622,067.85
SUNSET MEADOWS #2	232,906.31		35,824.15						-21,156.34	247,574.12
SENIOR CITIZENS CENTER - 15	81,146.85		4,777.74						-14,728.84	71,195.75
SUNSET #2 SECURITY DEPOSIT	16,476.01									16,476.01
JAIL LEASE PURCHASE FUND	0.00									0.00
SCHOOLS RE#1 - BOND	19,184.64	.69					-19,184.64			0.69
CITY OF CRAIG	15,269.27				9,526.38		-15,269.27			9,526.38
TOWN OF DINOSAUR	829.78				201.81		-829.78			201.81
CAPITAL FUND - CITY OF CRAIG	1,796.81				1,121.01		-1,796.81			1,121.01
ARTESIA FIRE PROTECTION DISTRICT	558.31				245.81		-558.31			245.81
CRAIG RURAL FIRE PROTECTION DIST	9,012.51				7,699.03		-9,012.51			7,699.03
MAYBELL IRRIGATION	626.44				151.20					777.64
MAYBELL SANITATION	103,628.89		2,720.07					-27.20	-2,656.33	103,665.43
COLO. RIVER WATER CONSERVATION	2,668.66	.06			1,601.56	65.21	-2,668.66	-.65		1,666.18
YELLOW JACKET CONSERVANCY DIST.	44.91				44.28		-44.91			44.28
MUSEUM OF NORTHWEST COLORADO	0.00									0.00
POTHOOK WATER DISTRICT	73.63						-73.63			0.00
MOFFAT COUNTY TOURISM - LODGING	152,808.83		119.85						-11,274.93	141,653.75
INTERNAL SER FUND-CENTRAL-DUP	93,620.06		833.86						-2,235.43	92,218.49
JUNIPER WATER CONSERVANCY DIST.	37,906.03		.25							37,906.28
HIGH SAVERY WATER DISTRICT	424.00						-424.00			0.00
UPPER YAMPA WATER CONSERVANCY	2,440.84				2,552.76		-2,440.84			2,552.76
911 FUND	466,583.65		14,991.29						-4,409.21	477,165.73
ADVANCE TAXES - REAL ESTATE	120.11		50,259.54							50,379.65
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	191.24									191.24
COUNTY CLERK'S COLLECTION	339,423.75		332,482.12				-369,551.22			302,354.65
CHECK CHANGE ACCOUNT	0.00		5,688.27				-5,688.27			0.00
INDIVIDUAL REDEMPTION ACCOUNT	1,838.62		710.73				-710.73			1,838.62
PAYROLL EFT TAX PAYMENTS	0.00		268,141.97				-268,141.97			0.00
CRAIG DIST ADVISORY GRAZING BOARD	0.00									0.00
OIL & GAS EXEMPTION FUND REVENUE S	0.00									0.00
SPECIFIC OWNERSHIP	0.00		211,346.77				-211,346.77			0.00
COUNTY SALES & LEASES	4,868.38		2,802.99						-7,671.37	0.00
MOTOR VEHICLE REGIST.	12,916.58		5,514.21							18,430.79
2018 TREASURERS TAX DEED	984.55									984.55
2017 TREASURERS TAX DEED	10,371.90		189.41				-1,179.84			9,381.47
2010 TREASURER'S TAX DEED	3,561.05						-111.08			3,449.97
GRAND TOTALS	46,557,050.50	8.10	2,352,877.64	0.00	211,346.77	1,841,229.86	-3,220,186.21	-16,568.45	-1,841,229.86	45,884,528.35

I, Linda Peters, County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true statement of the condition of the various funds as they appear from the records in my office at the close of business on the 31st Day of December 2021.

Linda Peters

SEMI ANNUAL REPORT OF MOFFAT COUNTY TREASURER
 JULY 01, 2021 THRU DECEMBER 31, 2021

FUND	REVENUES-----					DISBURSEMENTS-----			ENDING BALANCE		
	BEGINNING BALANCE	CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP	TRANSFERS (IN)	CASH WITHDRAWALS	TREASURERS FEES		TRANSFERS-OUT	
GENERAL FUND	21,411,006.78	185,405.32	3,110,881.46	48,896.52		205,343.28		-95,033.96	-5,200,927.93	19,665,571.47	
ROAD & BRIDGE FUND	11,984,252.86		3,251,666.70		477,649.58	17,587.35		-29,392.93	-2,834,083.18	12,867,680.38	
DEPARTMENT OF HUMAN SERVICES	1,486,380.75	10,710.97	796,091.26	2,797.72		16,666.99			-1,071,389.13	1,241,258.56	
ACET	162,599.87		1,638.97						-18,737.31	145,501.53	
MOFFAT COUNTY LOC MRKT DIST	486,259.95		189,409.64						-161,905.63	513,763.96	
CONSERVATION TRUST FUND	157,525.54		22,837.18					-228.37	-30,131.10	150,003.25	
MOFFAT COUNTY PUBLIC HEALTH	553,480.66	3,825.35	172,382.12	497.42		269.39			-240,105.47	490,349.47	
LANDFILL	1,039,007.21		459,446.11			151.75		-4,586.87	-249,697.59	1,244,320.61	
POST CLOSURE - LANDFILL	218,000.00									218,000.00	
PSC - JAIL FUND	536,508.14		914,077.90			2,558.34			-680,337.02	772,807.36	
COUNTY HEALTH & WELFARE	2,936,641.58		2,204,317.48						-1,768,313.77	3,372,645.29	
MEMORIAL REGIONAL HEALTH	350,393.87	28,690.13		7,493.88		1,092.69		-387,281.99		388.58	
WARRANT FUND - COUNTY	176,819.10					13,545,896.09		-13,488,109.14		234,606.05	
SHADOW MTN LOCAL IMPROVE DIST	182,273.53		4,329.61						-9,489.71	177,113.43	
AIRPORT FUND	184,036.04		53,787.84					-520.83	-30,373.07	206,929.98	
PUBLIC LIBRARY	443,597.16		9,570.70	4.57		1,819.50		-95.92	-196,674.03	258,221.98	
COLO NORTHWEST COMM COLLEGE	356,028.65	28,726.54	36.83	7,500.32	59,970.64	1,094.85		-442,976.96	-373.22	10,007.65	
M C SCHOOLS RE#1 - GENERAL	3,213,003.23	255,998.09	390.40	64,686.41	635,361.43	11,602.85		-4,073,941.21	-1,074.27	106,026.93	
CAPITAL PROJECTS FUND	1,945,707.40		212,681.11			7,212.63			-460,436.91	1,705,164.23	
PUBLIC SAFETY CENTER - CAP PROJ	533.10		.35							533.45	
NC TELECOM ESCROW ACCOUNT	272,201.93		187.01							267,776.17	
SUNSET #1 SECURITY DEPOSIT	16,103.32		1,833.10						-4,612.77	15,088.08	
SUNSET MEADOWS #1	547,025.42		206,052.01			1,639.09			-132,648.67	622,067.85	
SUNSET MEADOWS #2	439,847.91		277,589.18			1,113.07			-470,976.04	247,574.12	
SENIOR CITIZENS CENTER - 15	117,676.07		49,692.92						-96,173.24	71,195.75	
SUNSET #2 SECURITY DEPOSIT	16,089.01		387.00							16,476.01	
JAIL LEASE PURCHASE FUND	0.00									0.00	
SCHOOLS RE#1 - BOND	588,187.44	48,361.23		14,102.02				-650,650.00		0.69	
CITY OF CRAIG	271,414.92	82,360.46		8.71	59,373.53	25,517.34		-427,525.31	-1,623.27	9,526.38	
TOWN OF DINOSAUR	2,342.08	2,533.23		55.87	1,257.78	760.45		-6,696.91	-50.69	201.81	
CAPITAL FUND - CITY OF CRAIG	31,938.68	9,691.73		1.03	6,986.75			-47,306.16	-191.02	1,121.01	
ARTESIA FIRE PROTECTION DISTRICT	2,828.49	1,818.22		24.35	1,532.00			-5,868.07	-89.18	245.81	
CRAIG RURAL FIRE PROTECTION DIST	288,837.81	21,782.02		1.80	47,984.48			-349,844.39	-1,062.69	7,699.03	
MAYBELL IRRIGATION	15,536.49	2,046.72			942.37			-17,672.94	-75.00	777.64	
MAYBELL SANITATION	96,991.49		20,411.13					-204.12	-13,533.07	103,665.43	
COLO. RIVER WATER CONSERVATION	56,935.25	4,779.36	6.10	608.45	9,981.79	183.56		-70,568.07	-260.26	1,666.18	
YELLOW JACKET CONSERVANCY DIST.	2,480.11	58.27			275.97			-2,767.23	-2.84	44.28	
MUSEUM OF NORTHWEST COLORADO	0.00									0.00	
POTHOOK WATER DISTRICT	1,321.84	1,217.00		2.40				-2,481.91	-59.33	0.00	
MOFFAT COUNTY TOURISM -LODGING	102,935.31		89,385.58							0.00	
INTERNAL SER FUND-CENTRAL-DUP	92,314.40		5,577.99						-50,667.14	141,653.75	
JUNIPER WATER CONSERVANCY DIST.	37,904.58		1.70						-5,673.90	92,218.49	
HIGH SAVERY WATER DISTRICT	1,520.00	87.20	2,380.00							37,906.28	
UPPER YAMPA WATER CONSERVANCY	113,303.27	376.40								0.00	
911 FUND	432,625.80		91,105.44		15,910.20			-127,018.67	-18.44	2,552.76	
ADVANCE TAXES - REAL ESTATE	0.00		50,379.65							477,165.73	
ADVANCED TAXES - 2012	0.00									50,379.65	
ADVANCE TAXES - MOBILE HOMES	132.36		58.88							0.00	
COUNTY CLERK'S COLLECTION	468,462.66		2,463,544.85					-2,629,652.86		191.24	
CHECK CHANGE ACCOUNT	0.00		28,060.71					-28,060.71		302,354.65	
INDIVIDUAL REDEMPTION ACCOUNT	0.00		55,259.53					-53,420.91		0.00	
PAYROLL EFT TAX PAYMENTS	0.00		1,803,075.79					-1,803,075.79		1,838.62	
CRAIG DIST ADVISORY GRAZING BOARD	0.00									0.00	
OIL & GAS EXEMPTION FUND REVENUE S	0.00									0.00	
SPECIFIC OWNERSHIP	0.00		1,317,226.52					-1,317,226.52		0.00	
COUNTY SALES & LEASES	0.00		21,594.72							0.00	
MOTOR VEHICLE REGIST.	20,254.91		40,921.95						-21,594.72	0.00	
2018 TREASURERS TAX DEED	1,520.30								-42,746.07	18,430.79	
								-535.75		984.55	
2017 TREASURERS TAX DEED	748.84		14,969.34							9,381.47	
2010 TREASURER'S TAX DEED	3,597.56		8,419.46							3,449.97	
GRAND TOTALS	51,867,133.67	688,468.24	17,951,666.22	146,681.47	1,317,226.52	13,840,509.22		-25,951,572.46	-134,943.21	-13,840,641.32	45,884,528.35

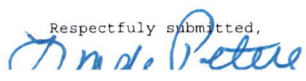
I, Linda Peters, County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true and just copy of the fund balances, receipts and disbursements of my office, to the best of my knowledge and belief.

Respectfully submitted,


SEMI ANNUAL REPORT OF MOFFAT COUNTY TREASURER
 JANUARY 01, 2021 THRU DECEMBER 31, 2021

FUND	REVENUES					DISBURSEMENTS			ENDING BALANCE	
	BEGINNING BALANCE	CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP	TRANSFERS (IN)	CASH WITHDRAWALS	TREASURERS FEES		TRANSFERS-OUT
GENERAL FUND	15,842,223.50	8,340,428.01	8,141,643.28	64,123.10		397,611.88		-586,610.97	-12,533,847.33	19,665,571.47
ROAD & BRIDGE FUND	12,667,663.57		5,820,133.13		987,334.55	79,604.64		-46,316.14	-6,640,739.37	12,867,680.38
DEPARTMENT OF HUMAN SERVICES	1,211,508.07	481,832.09	1,571,044.28	3,678.11		19,368.12			-2,046,172.11	1,241,258.56
ACET	0.00		189,936.13			87,120.00			-131,554.60	145,501.53
MOFFAT COUNTY LOC MRKT DIST	539,475.13		313,473.91			15,000.00			-354,185.08	513,763.96
CONSERVATION TRUST FUND	275,751.13		102,722.83			-44,247.89		-1,027.23	-183,195.59	150,003.25
MOFFAT COUNTY PUBLIC HEALTH	352,494.63	172,082.89	386,853.50	810.72		98,282.09			-520,174.36	490,349.47
LANDFILL	994,550.42		783,924.62			280.79		-7,824.13	-526,611.09	1,244,320.61
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	1,062,876.00		1,739,815.68			639,844.10			-2,669,728.42	772,807.36
COUNTY HEALTH & WELFARE	2,393,254.78		4,135,545.74			127.84			-3,156,283.07	3,372,645.29
MEMORIAL REGIONAL HEALTH	437.45	1,290,621.73		9,852.29		2,552.82		-1,303,075.71		388.58
WARRANT FUND - COUNTY	714,691.39					27,760,103.09		-28,240,188.43		234,606.05
SHADOW MTN LOCAL IMPROVE DIST	167,010.72		29,034.88						-18,932.17	177,113.43
AIRPORT FUND	182,429.40		106,134.72			874.45		-1,035.88	-81,472.71	206,929.98
PUBLIC LIBRARY	257,239.82		13,476.83	5.27		347,935.51		-135.00	-360,300.45	258,221.98
COLO NORTHWEST COMM COLLEGE	9,536.19	1,292,334.53	299.30	9,860.29	123,964.29			-1,415,497.29	-13,047.52	10,007.65
M C SCHOOLS RE#1 - GENERAL	99,657.69	11,516,206.78	22,100.31	84,975.50	1,312,002.72	27,107.33		-12,926,585.84	-29,437.56	106,026.93
CAPITAL PROJECTS FUND	2,275,594.94		334,060.53			91,760.25			-996,251.49	1,705,164.23
PUBLIC SAFETY CENTER - CAP PROJ	532.74		.71							533.45
NC TELECOM ESCROW ACCOUNT	283,807.49		399.64						-16,430.96	267,776.17
SUNSET #1 SECURITY DEPOSIT	15,494.19		3,534.10			157.96			-4,098.17	15,088.08
SUNSET MEADOWS #1	492,877.52		413,493.39			5,855.45			-290,158.51	622,067.85
SUNSET MEADOWS #2	-17,211.86		749,476.62			205,869.91			-690,560.55	247,574.12
SENIOR CITIZENS CENTER - 15	93,843.74		98,171.87			106,344.80			-227,164.66	71,195.75
SUNSET #2 SECURITY DEPOSIT	15,428.43		2,518.00			7.35			-1,477.77	16,476.01
JAIL LEASE PURCHASE FUND	0.00					718,863.00			-718,863.00	0.00
SCHOOLS RE#1 - BOND	0.60			18,476.36					-2,194,032.24	0.69
CITY OF CRAIG	9,363.55	1,282,538.01		-13.27	123,089.04	44,765.55		-25,623.92	-1,424,592.58	9,526.38
TOWN OF DINOSAUR	189.39		27,006.67	55.87	2,598.36	1,445.26		-539.96	-30,553.78	201.81
CAPITAL FUND - CITY OF CRAIG	1,101.85	150,922.33		-1.56	14,484.43			-3,015.31	-162,370.73	1,121.01
ARTESIA FIRE PROTECTION DISTRICT	238.93	32,794.45		24.35	3,173.30			-1,637.52	-34,347.70	245.81
CRAIG RURAL FIRE PROTECTION DIST	7,269.84	1,035,388.68		25.73	99,173.37			-51,740.53	-1,082,418.06	7,699.03
MAYBELL IRRIGATION	10,643.50	20,077.71			1,954.19			-31,822.76	-75.00	777.64
MAYBELL SANITATION	86,898.24		39,753.36					-397.54	-22,588.63	103,665.43
COLO. RIVER WATER CONSERVATION	746.36	215,116.89	49.58	793.22	19,812.47	428.84		-224,493.04	-10,788.14	1,666.18
YELLOW JACKET CONSERVANCY DIST.	40.01	5,949.48			568.53			-297.38	-6,216.36	44.28
MUSEUM OF NORTHWEST COLORADO	40.39								-40.39	0.00
POTHOOK WATER DISTRICT	0.00	7,984.07		411.85				-7,977.85	-418.07	0.00
MOFFAT COUNTY TOURISM -LODGING	118,956.35		157,959.08			400.00			-135,661.68	141,653.75
INTERNAL SER FUND-CENTRAL-DUP	91,759.08		11,305.85						-10,846.44	92,218.49
JUNIPER WATER CONSERVANCY DIST.	37,900.20		6.14							37,906.28
HIGH SAVERY WATER DISTRICT	0.00	107.20	12,276.00					-12,383.20		0.00
UPPER YAMPA WATER CONSERVANCY	2,353.42	343,119.63		1.02	32,824.67			-358,590.37	-17,155.61	2,552.76
911 FUND	364,545.28		191,575.76			121.22			-79,076.53	477,165.73
ADVANCE TAXES - REAL ESTATE	86,577.49		53,931.05					-90,128.89		50,379.65
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	150.00		191.24					-150.00		191.24
COUNTY CLERK'S COLLECTION	261,608.00		4,937,669.11					-4,896,922.46		302,354.65
CHECK CHANGE ACCOUNT	0.00		64,027.32					-64,027.32		0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		161,189.33					-159,350.71		1,838.62
PAYROLL EFT TAX PAYMENTS	0.00		3,564,806.28					-3,564,806.28		0.00
CRAIG DIST ADVISORY GRAZING BOARD	0.00		21,545.17					-21,329.72	-215.45	0.00
OIL & GAS EXEMPTION FUND REVENUE S	0.00									0.00
SPECIFIC OWNERSHIP	0.00		2,720,979.92					-2,720,979.92		0.00
COUNTY SALES & LEASES	0.00		50,451.00						-50,451.00	0.00
MOTOR VEHICLE REGIST.	17,671.54		75,870.55						-75,111.30	18,430.79
2018 TREASURERS TAX DEED	7,281.88		7,282.00						-13,579.33	984.55
2017 TREASURERS TAX DEED	550.58		15,185.60						-6,354.71	9,381.47
2010 TREASURER'S TAX DEED	3,668.02		8,810.33						-9,028.38	3,449.97
GRAND TOTALS	41,258,721.58	28,390,067.12	37,052,658.67	193,078.85	2,720,979.92	30,610,142.22	-61,001,803.66	-797,338.92	-32,541,977.43	45,884,528.35

I, Linda Peters, County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true and just copy of the fund balances, receipts and disbursements of the reports of my office, to the best of my knowledge and belief.

Respectfully submitted,


PURCHASE OF SERVICE CONTRACT

January 11, 2022 – December 31, 2022

THIS CONTRACT, made this 11th day of January, 2022, by and between the **Moffat County Department of Human Services**, Colorado (hereinafter referred to as "County") and **Tiffany Ramos**, located at 432 12th Street, Burlington, CO 80807; Tiffany.Ramos@state.co.us; Phone: 719-349-8348 (hereinafter referred to as "Contractor").

WHEREAS, COUNTY is desirous of entering into an agreement with the Contractor to provide services described hereafter as the Scope of Work.

NOW THEREFORE, IN CONSIDERATION of the monies to be provided and received and the other terms and conditions contained herein, the parties hereto agree as follows:

1. This contract will be effective from **January 11, 2022** until **December 31, 2022**, regardless the date of execution. This contract may be terminated by either party at any time according to the terms contained herein.

County agrees to purchase and Contractor agrees to furnish the Services described in the Scope of Work, to be billed at a rate of \$85.00 per hour, but not to exceed a total of **\$25,000.00** in compensation. The monthly amount paid will be based on the monthly Invoice with noted activity. The Contractor agrees to supply an invoice no later than the 10th day following the month indicating that the services have been provided for the prior month, or within 90 days of service. Payments will be made by County. Under no circumstances shall the County pay any amount for compensation exceeding the above referenced total sum. Failure to provide invoices as required herein during the term of this Agreement shall relieve the COUNTY of payment for those respective services.

2. SCOPE OF WORK: The Contractor shall perform the Scope of Work: Provide technical support and assistance to the Moffat County Department of Human Services in various areas of state human service programs.

Assistance will include computer and program support for Trails and Salesforce. Within these areas technical assistance will include, but not limited to:

- Assigning or re-assigning caseloads, reviewing work product, assisting supervisor in tasks that are only administrative in nature.
- Providing this technical assistance will require that training and procedures be formed in areas that do not have clear guidance.
- Case consultation including review of volume 7 and how that aligns with practice.
- Case consultation including review of the Moffat County Case Management Order and provisions of that Order concerning Moffat County, including discovery mandates.
- Provide mentorship to Director as opportunity for continued education and support in both adult and child protection services.
- Assistance will include computer and program support for Trails and Salesforce. Within these areas technical assistance will include, but not limited to:

- Assigning or re-assigning caseloads, reviewing work product, assisting supervisor in tasks that are only administrative in nature.
- Providing this technical assistance will require that training and procedures be formed in areas that do not have clear guidance.
- Case consultation including review of volume 7 and how that aligns with practice.
- Provide mentorship to Director as opportunity for continued education and support in both adult and child protection services.

The amount to be expended pursuant to this Agreement shall not exceed Twenty Five Thousand dollars and no/100 cents (**\$25,000.00**). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

3. Contractor shall perform its duties pursuant to this Contract as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials necessary to perform all services to be provided as described herein. Such personnel shall not be employees of nor have any contractual relationship with County. Contractor shall receive no additional reimbursements for expenses without prior approval from County (i.e. travel, computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.).

Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the services shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. **Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Contract.** Contractor agrees to bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract.

None of the services to be performed by Contractor under this Contract shall be subcontracted or otherwise delegated without the prior written consent of the Moffat County Board of County Commissioners.

4. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County's monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are set forth in the Scope of Work and are billed in a timely manner as described in Paragraph 7.

5. County agrees:
 - A. To monitor the provision of contracted services.
 - B. To pay Contractor after timely receipt of billing statements for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.

6. Contractor/Consultant is legally present in the United States. If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.
 - A. Contractor/Consultant shall not:
 - (i) Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - (ii) Enter into a contract with a subcontractor that fails to certify to Contractor/Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
 - B. Contractor/Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.
 - C. Contractor/Consultant shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
 - D. If Contractor/Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor/Consultant shall:
 - (i) Notify the subcontractor and the County within three days that Contractor/Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor/Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor

provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- E. Contractor/Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
 - F. If Contractor/Consultant violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor/Consultant shall be liable for actual and consequential damages to the County as required by law.
7. Contractor agrees:
- A. Not to assign any provision of this Contract to a subcontractor.
 - B. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
 - C. To submit a billing statement by the 10th working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
 - D. To safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Human Services, and laws of the United States and State of Colorado.
 - E. To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
 - F. To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract. Nothing herein shall be interpreted as a waiver of governmental immunity to which County may otherwise be entitled under the provisions of Section 24-10-101, *et seq.*, C.R.S., as amended.
8. TERMINATION: Either party may terminate this Contract for any reason by providing thirty (30) days prior notification in writing.

Moffat County Board of County Commissioners
221 West Victory Way, Ste. 130
Craig, CO 81625

Tiffany Ramos
432 12th Street
Burlington Colorado 80807
tiffany.ramos@state.co.us
Phone: 719-349-8348

9. Each person signing this Contract represents and warrants that he/she is fully authorized to enter into and execute this Contract and to bind the party represented to the provisions of this Contract.
10. SEVERABILITY: The parties hereto agree that each term and condition contained herein is severable. In the event that any term or condition is determined to be illegal or unenforceable, it shall not affect the enforceability of the remaining terms of this Agreement.
11. INDEMNITY: Contractor shall indemnify COUNTY from any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby or based upon any violation of any statute, regulation and in the defense of any such claims or actions.
12. MODIFICATIONS AND AMENDMENT:
 - A. *Modifications by Operation of Law*. This Agreement is subject to such modifications as may be required by changes in federal or state law or regulations. Any such required modification shall be discussed by the parties prior to being incorporated into and being part of this Agreement.
 - B. *Programmatic or Budgetary Modifications*. No programmatic or budgetary modifications that affect the project shall be made by the Contractor without the County's written authorization after written request by the Contractor. COUNTY shall have full discretion as to whether or not such modifications shall be authorized.
 - C. *Other Modifications*. If either COUNTY or the Contractor desire to modify the terms of this Agreement other than set forth in Subparagraphs (A) and (B) above, written notice of the proposed modification shall be given to the other parties in an amendment to this Agreement properly executed and approved in accordance with applicable law.
13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT: The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and federal law and regulations governing the privacy of certain health information.
14. LEGAL VENUE: The terms and conditions of this Contract shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Colorado. If any legal action is necessary to enforce the terms and conditions of this Contract, the parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in Moffat County, Colorado.
15. CONFIDENTIALITY: The Contractor shall safeguard information and confidentiality of cases referred by COUNTY to the Contractor.
16. FACSIMILE and EMAIL: A facsimile or email copy of this Agreement and any signatures thereon will be considered for all purposes as originals.

MOFFAT COUNTY DEPARTMENT
OF HUMAN SERVICES

Tia Murry, Director

Date: _____

MOFFAT COUNTY BOARD OF HUMAN SERVICES
and the MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

Donald Broom, Chairperson

Date: _____

CONTRACTOR



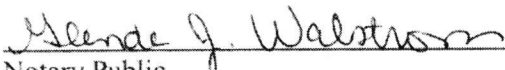
Tiffany Ramos

Date: 1/10/2022

STATE OF COLORADO)
) ss.
COUNTY OF Kit Carson)

Subscribed and affirmed to before me this 10th day of January, 2022, by
Tiffany Ramos, Independent Contractor.

Witness my hand and seal.



Notary Public

CC Contracts DEN Contracts 27-15 Purchase of Services Contract - Tiffany Ramos.doc

GLEND A J WALSTROM
Notary Public
State of Colorado
Notary ID # 2017402726
My Commission Expires 07-03-2025

BOCC MEETING

MOFFAT COUNTY PLANNING DEPARTMENT

January 11, 2022

ACTION ITEMS

Agenda items were advertised in the paper on December 17, 2021

- C-22-01 – Olson 2nd Residence CUP – applicant wants to put in a second residence on his 484 acres. No discussion at Planning Commission Meeting and motion to approve passed 4-0.
- E-22-01 – Dschaak Exemption – applicant wants to exempt off 10 acres from a 136+ acre parcel and sell it. No discussion at Planning Commission Meeting and motion to approve passed 4-0.

Moffat County Planning Commission

January 4, 2022

Application: C-22-01

Applicant: Daren Olson

Description: Second Residence

Regulation Reference: Section 410.3 - Conditional Uses in an Agriculture District

Location: Section 1 and 2; T7/8N; R90W

Access: North on Hwy 13; then right onto MCR 18S. The property is on the right at 728 MCR 18S.

Staff Comments: Applicant wants to put in a second residence on his 484 acres.

Attachments: Copy of application, maps and other information.

Results:

Moffat County Planning Department
221 West Victory Way, Suite 250
Craig, CO 81625
(970) 824-9148

NO. C- 22-01
Fee: \$200.00
Date Paid 11-29-21

APPLICATION FOR CONDITIONAL USE

Applicant: DAREN E OLSON Phone #: 970-404-0002

Email address: DarenOLSON65@yahoo.com

Address: P.O. Box 613 RANGELY, CO 81648

Landowner: " Phone #: "

Address: _____

Agent, if any: _____ Phone #: _____

Address: _____

Acreage: 484 acres Zoned: agricultural

Legal Description: Address: 728 C.R. 18 South Section: 12 Township: 7+8 Range: 90

Driving Directions: TAKE Hwy 13 To Baggs wy. TURN R ON county Road 18^s approx 5 miles North of Craig. STAY LEFT Past mail Boxes, continue travel for another 4 to 5 Hundred yards. TURN R Past Last House Go Past cell Tower up to the trailer house.

Proposed Use (Describe in Detail): Shop and Living quarters For Ranch/Farm, and Hunting operation

Proposed Starting Date: under construction Proposed Completion Date: MAY 2022

Attach copies of state and / or federal permit applications, if applicable.
Attach copies of state and / or federal reclamation bonds, if applicable.

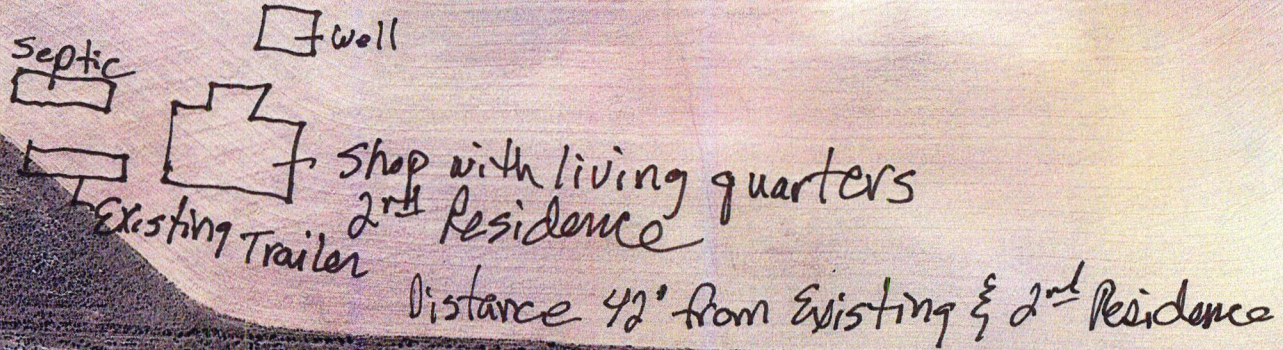
Indicate type of water system: Public () Private (X) Existing (X)

Indicate type of sewage system: Public () Private (X) Existing (X)

Indicate any plans for buildings and structures (permanent or temporary) to be located on this land.
Include any applicable site plans and elevation plans.

Applicant / Agent Signature: Daren E Olson Date: Nov-29-2021

Landowner Signature: " Date: "
Or copy of lease contract.



Moffat County Planning Commission

January 4, 2022

Application: E-22-01

Applicant: Jim and Beryl Dschaak

Description: Exemption of 10 acres from 136+ acres

Regulation Reference: Section 2.011 – Procedure for exemption from subdivision regulations

Location: Sections 18; T6N; R91W

Access: West on Hwy 40 and then south on MCR 30 for 4 miles. Property is on the right.

Staff Comments: This was originally a 136+ acre parcel and 10 acres will be exempted off and sold. There are no previous exemptions on this parcel.

Attachments: Copy of application and plat

Results:

Moffat County Planning Department
221 W Victory Way, Suite 250
Craig CO 81625
(970) 824-9148

No. # E- 22-01
Fee: \$200.00
Date Paid 12-09-21

APPLICATION FOR EXEMPTION FROM SUBDIVISION REGULATIONS

Owner: Jim & Beryl Dschaak Phone #: 970-629-9900

Email address: JLdschaak@ncTelecom.net

Address: 147 Taylor Court SE, Craig CO 81625

Buyer: Romualdo Tarango Hernandez Phone #: 970 846 0521

Address: 2251 S. Ficoa Dr Craig Co. 81625

Agent, (if any): — Phone #: 970

Address: —

Acreage:

Existing parcel: 10 Zone: Agriculture Proposed parcel(s): 10

Legal Description (existing parcel) – Section 18 Township 6N Range 91W P.M.

Driving Directions: 4 miles S.W on County Rd. 30

Proposed Use: Building Home, Grazing

Provide the following attachments:

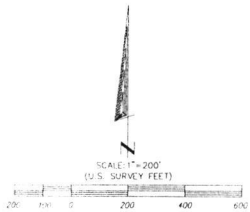
- A. Mylar Exemption Plat drawn by a licensed surveyor showing the legal description and acreage of the total property, the exempted parcel, the remaining parcel, and show existing and proposed right-of-ways, easements and buildings.
- B. Copy of the deed, verifying proof of ownership.
- C. Names and mailing addresses of adjacent property owners, together with a map showing location of subject property and the property owned by the adjacent owners.
- D. On plat, dedicate right-of-way for county road, if applicable.

Submitting Application

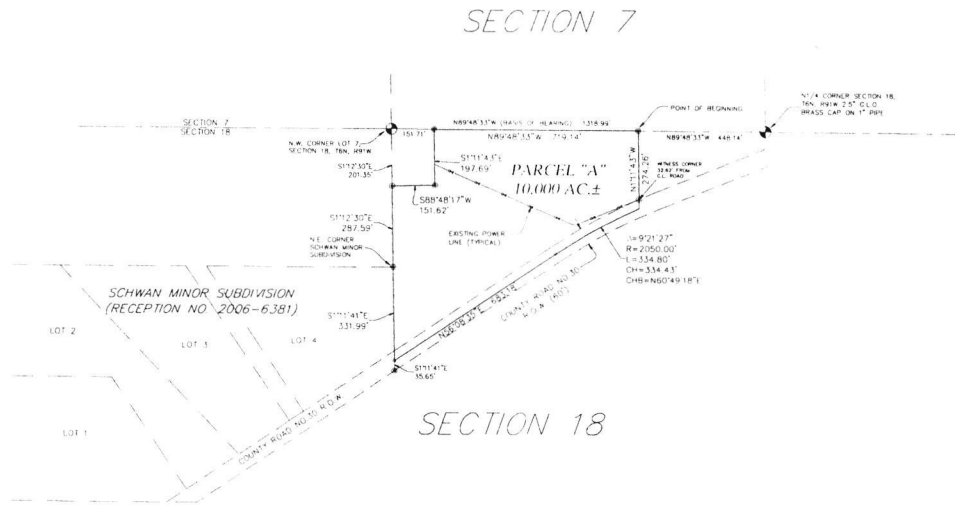
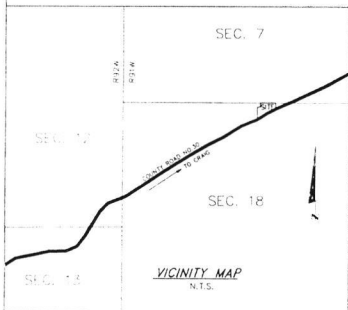
Application, maps and accompanying textual documents must be turned in to the Planning Department 21 days before the next Planning Commission Meeting. The Planning Commission meets the first Tuesday of each month. The application will be presented to the Planning Commission for their recommendation and then, on the second Tuesday of each month, to the Board of County Commissioners for final approval. A notice of these hearings will be mailed to all adjacent landowners and will be advertised in the Legal Section of the Craig Daily Press.

DSCHAAK EXEMPTION PLAT

SECTIONS 18, T6N, R91W, 6th P.M., MOFFAT COUNTY, COLORADO



- NOTES:
- 1) WATER SUPPLY: PRIVATE WELL
 - 2) SEWAGE DISPOSAL: SEPTIC TANK & LEACH FIELD
 - 3) ZONING: AGRICULTURE
 - 4) DATE OF SURVEY - JUNE, 2021
 - 5) FOUND OR SET #4 REBAR & 1" ORANGE PLASTIC CAP (MARKED) 18" LONG AND 3" OUT OF GROUND
 - 6) FOUND OR SET REBAR W/2" A.C. (D.S. #3903) 6" OUT OF GROUND UNLESS SHOWN OTHERWISE.
 - 7) HAZARDOUS BEARING - N89°48'33"W BETWEEN THE N1/4 CORNER AND THE N.W. CORNER OF LOT 7, SECTION 18, TEN FEET, BETWEEN MONUMENTS AS SHOWN ON PLAT
 - 8) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH FOR EASEMENTS, RIGHTS-OF-WAY OR EASEMENTS OF RECORD. HAKER & ASSOCIATES RELIED UPON THE CLIENT FOR EASEMENTS AND OTHER UTILITIES EXIST ON THE PROPERTY.
 - 9) 1 ACREELS = 10,000 AC. ± 100%



DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owners thereof, has sold, parted and subdivided, as shown on this plat, the land described as follows:

A Parcel of and located in Lot 7, Section 18, T6N, R91W of the 6th P.M., Moffat County, Colorado, being more particularly described as follows:

Beginning at a point on the south line of east Lot 7 long 483.11' W, 488.14 feet from the N1/4 Corner of said Section 18, thence along said north line, N46° 48' 33\"/>

Containing 10,000 acres, more or less, under the name and style of "DSCHAAK EXEMPTION PLAT" and by these presents, do hereby dedicate to the public a 30' Road & Utility easement, as shown hereon and not otherwise dedicated for public use.

JIMMY LEROY DSCHAAK
147 TAYLOR CT.
CRAIG, CO 81625

BERLY JOYCE DSCHAAK
147 TAYLOR CT.
CRAIG, CO 81625

NOTARIAL CERTIFICATE

STATE OF _____ } SS
COUNTY OF _____ }
The above and foregoing instrument was acknowledged before me this _____ day of _____ A.D. 2022, by Jimmy Leroy Dschaak & Berly Joyce Dschaak

Witness my hand and seal: _____
NOTARY PUBLIC

My commission expires _____

COUNTY COMMISSIONER'S APPROVAL

THE ABOVE DEDICATION AND PLAT IS HEREBY APPROVED AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS THIS _____ DAY OF _____ 2022

CHAIRMAN _____

ATTEST _____
COUNTY CLERK

PLANNING COMMISSION APPROVAL

APPROVED BY THE MOFFAT COUNTY PLANNING COMMISSION THIS _____ DAY OF _____ 2022

CHAIRMAN _____

CLERK & RECORDER'S CERTIFICATE

State of Colorado }
County of Moffat } SS

I hereby certify that the original of this instrument was filed for record in my office of _____ o'clock, _____ M. this _____ day of _____ A.D., 2022.

Reception No. _____

Moffat County Clerk & Recorder _____

HAKER & ASSOCIATES
1790 N. VICTORY WAY
CRAIG, CO 81625

Jimmy A. Powers, being a duly registered Professional Land Surveyor, do hereby certify that this survey was made by me or under my direct supervision and is based upon my professional knowledge, information and belief and conforms with the applicable standards of practice in the State of Colorado. This certificate does not constitute a warranty or guaranty, either expressed or implied.

Jimmy A. Powers, PLS
License No. 15901

NOTICE: According to Colorado law, this plat contains information that is confidential under the provisions of the Colorado Freedom of Information Act. This information is confidential because its disclosure would result in the identification of a trade secret, financial information, or other confidential information.



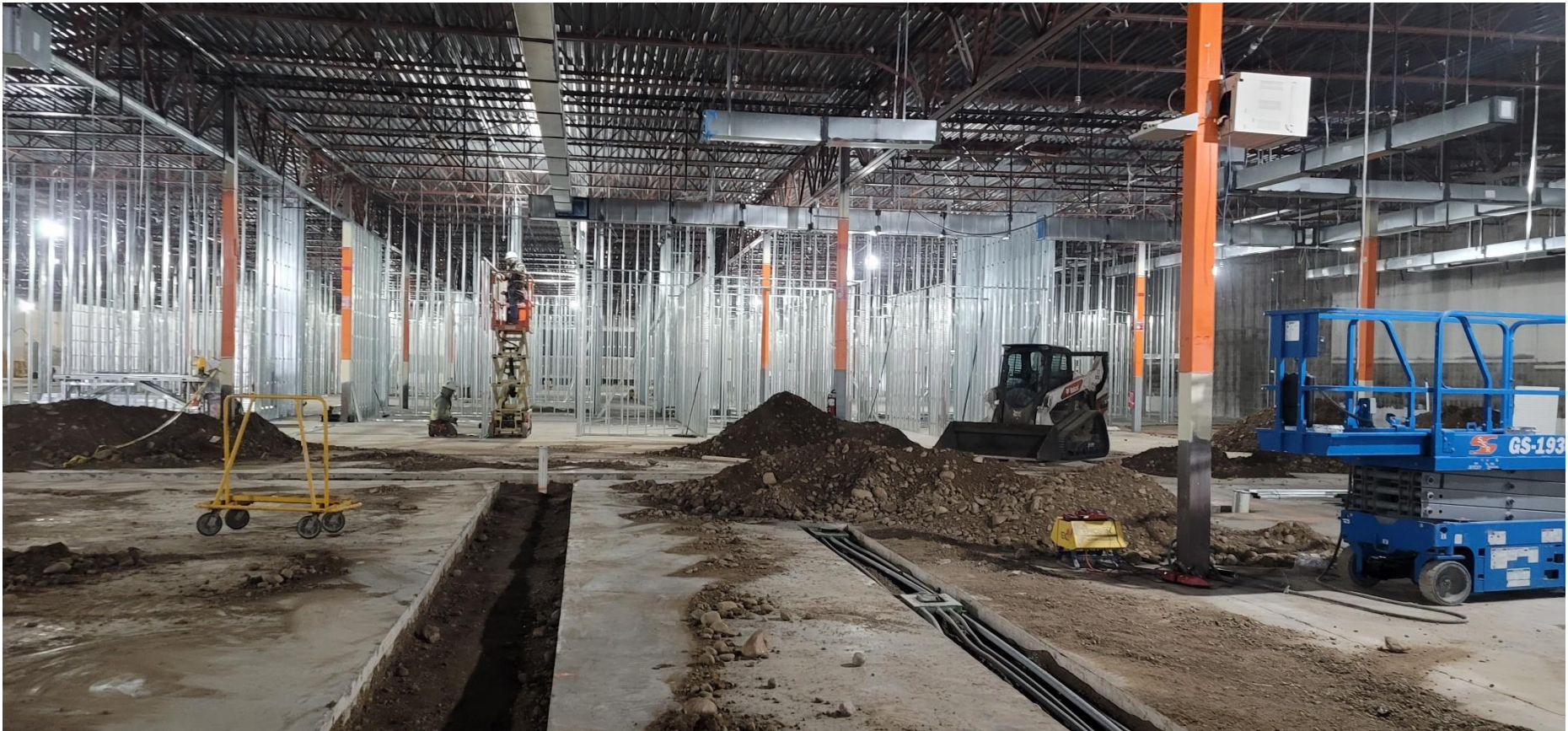
BOCC 01/11/2022

Moffat County Courthouse
Project Update

Contract timeline is 11/15/21 – 01/04/23

1. Processed 28 submittals and 11 RFI' s with Treanor HL
2. Concrete cutting mostly complete
3. Under ground plumbing on the Court Side of the building complete
4. Large portion of framing on the County side is up
5. Most of the underground electrical floor boxes are installed



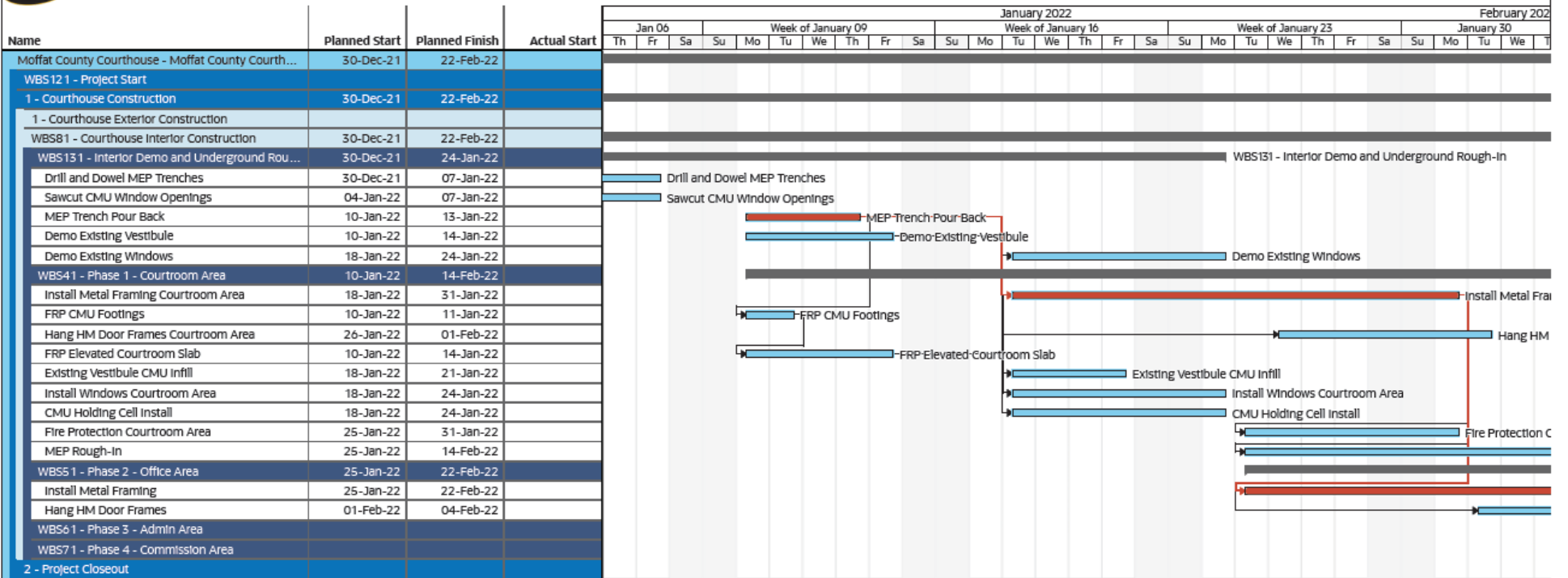






Moffat County Courthouse

4 WEEK LOOK AHEAD



- Current
- Progress
- Critical
- ◆ Milestones
- ▬ Summary

Moffat County Courthouse
04-Jan-22 09:23 a.m.

Change Orders

Pay Applications processed through 12/30/21

BHI	
#1	\$ 193,414.00
#2	\$ 133,855.00
Treasor HL	
#1	\$ 15,622.38
Total	\$ 342,891.38

RESOLUTION NO. 2022-08

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS (“BOCC”) OF MOFFAT COUNTY, COLORADO, MAINTAINING THE CURRENT NUMBER OF PRECINCTS, APPROVING PRECINCT NUMBERING TO INCLUDE THE NEW HOUSE DISTRICT 26, AND APPROVING THE ESTABLISHMENT OF ONE PRECINCT FOR EVERY TWO THOUSAND ACTIVE ELIGIBLE ELECTORS WITHIN MOFFAT COUNTY

RECITALS

WHEREAS, the Moffat County Board of County Commissioners (“BOCC”) make decisions on all matters that require an action by formal resolution, and:

WHEREAS,

- C.R.S. 1-5-101(1) directs the County Clerk and Recorder, subject to approval by the Board of County Commissioners, shall divide the county into election precincts; and
- C.R.S. 1-5-101(3) directs the County Clerk and Recorder, subject to approval by the Board of County Commissioner, shall establish one precinct for every one thousand five hundred active eligible electors in the county, at the time of the most recent federal decennial census; and
- C.R.S. 1-5-101.5(3) any changes in election precinct numbering shall be completed and reported by the County Clerk and Recorder to the Secretary of State; and
- C.R.S. 1-5-103(1) changes in the boundaries of precincts or the creation of new precincts for partisan elections must be completed no later than twenty-nine days prior to the first Tuesday in March (Completion requires sufficient man hours of programming the SCORE addressing system, and twenty-nine days prior to March 1, 2022 is January 31, 2022); and
- C.R.S. 2-1-104(1)(b) directs the BOCC, not more than one week after such approval of precinct boundaries, shall file with the Secretary of State a copy of the county precinct boundary map showing thereon the reviewed and reestablished general election precinct boundaries; and
- C.R.S. 2-2-506(2) directs the BOCC, within five days after the establishment of precinct boundaries, shall notify the county chairman of each of the two major political parties of any general election precinct boundaries reviewed and reestablished.

WHEREAS,

- C.R.S. 1-5-101(3) allows the County Clerk and Recorder, subject to approval by the Board of County Commissioner, to establish one precinct for every two thousand active eligible electors, at the time of the most recent federal decennial census; and

WHEREAS, the below table represents the present thirteen precincts and active registered voter counts as of December 21, 2021 in each precinct:

Precinct No. (Quick Reference)	Complete Precinct Numbering	Number of Active Registered Voters
1	3-08-57-41-001	1454
2	3-08-57-41-002	741
3	3-08-57-41-003	1295
4	3-08-57-41-004	25
5	3-08-57-41-005	1002
6	3-08-57-41-006	236
7	3-08-57-41-007	864
8	3-08-57-41-008	574
9	3-08-57-41-009	861
10	3-08-57-41-010	118
11	3-08-57-41-011	659
12	3-08-57-41-012	469
13	3-08-57-41-013	448

WHEREAS, the below table represents the new precinct numbers to include the new House District 26 as approved by the Colorado Supreme Court:

Precinct No. (Quick Reference)	Complete Precinct Numbering	Number of Active Registered Voters
1	3-08-26-41-001	1454
2	3-08-26-41-002	741
3	3-08-26-41-003	1295
4	3-08-26-41-004	25
5	3-08-26-41-005	1002
6	3-08-26-41-006	236
7	3-08-26-41-007	864
8	3-08-26-41-008	574
9	3-08-26-41-009	861
10	3-08-26-41-010	118
11	3-08-26-41-011	659
12	3-08-26-41-012	469

13	3-08-26-41-013	448
----	----------------	-----

WHEREAS, The BOCC finds that it is in the best interests of the citizens of Moffat County to leave the existing Precincts as they currently exist;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Moffat County, Colorado that it hereby adopts Resolution of the Board of County Commissioners (“BOCC”) of Moffat County, Colorado, as follows:

1. Leaving the existing Precincts as they currently exist; and
2. Updating the precinct numbers to include the new House District 26; and
3. Pursuant to C.R.S. 1-5-101(3) approves the establishment of one precinct for every two thousand active eligible electors within Moffat County.

The precinct boundary lines illustrated on the map prepared by YampaGeo, LLC on April 29, 2014 shall be the precinct boundary lines until further revision.

WHEREAS, the BOCC authorizes the Chair to sign the Resolution and upon the satisfaction of the County Attorney as to form, execute any other associated documents necessary to complete this matter.

INTRODUCED, READ AND ADOPTED ON THE 11th DAY OF January, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

By _____
Erin Miller
Deputy County Clerk

By: _____
Donald Broom, Chair

Date: January 11, 2022

RECOMMENDED FOR APPROVAL:

Tammy Raschke
County Clerk & Recorder

APPROVED AS TO FORM:

Rebecca Tyree, County Attorney

MOFFAT COUNTY

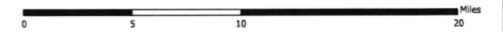
COMMISSIONER DISTRICTS and VOTER PRECINCTS

COMMISSIONER DISTRICTS

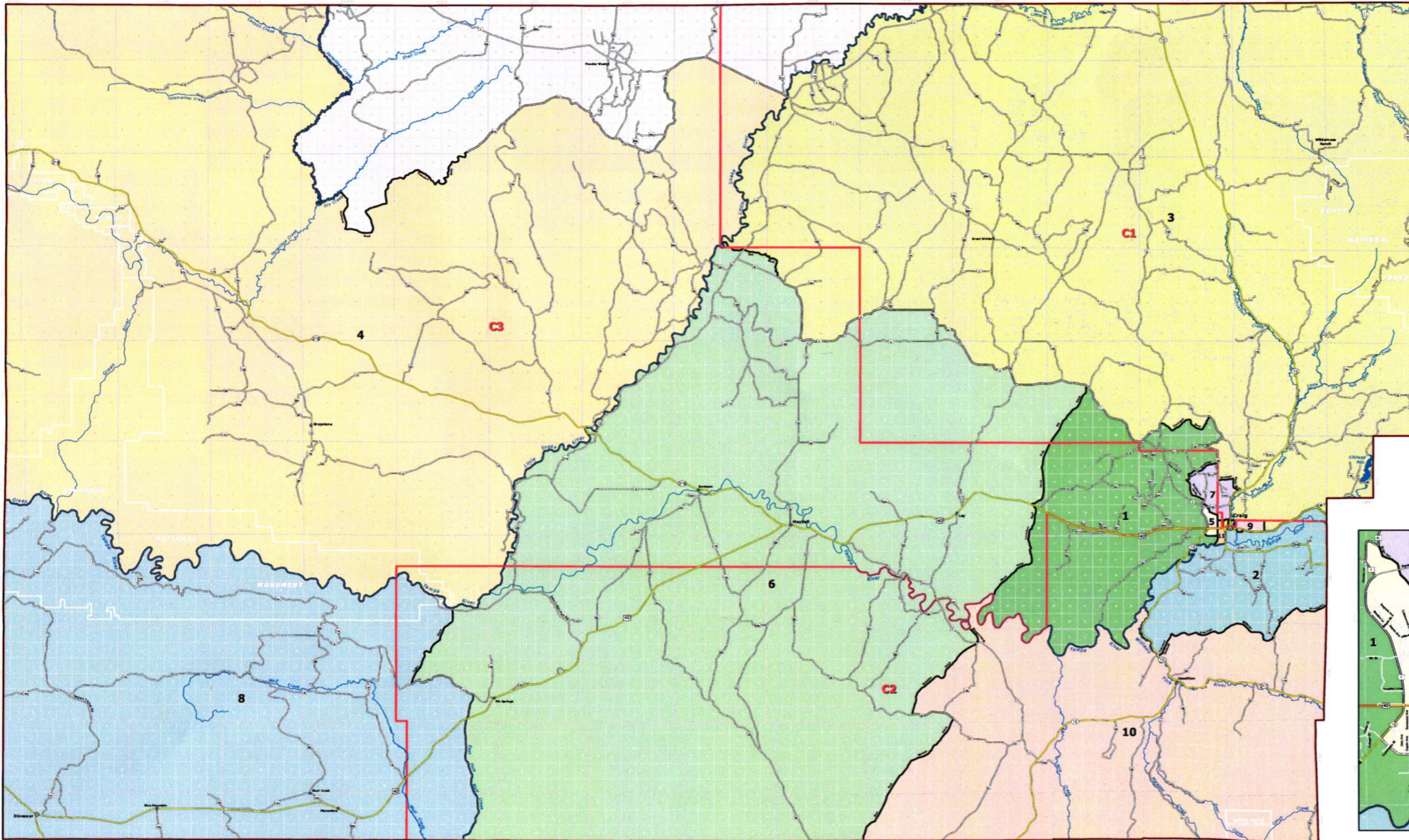
C1 C2 C3

PRECINCTS

1 2 3 4 5 6 7
8 9 10 11 12 13 N/A



Information displayed on this map is believed to be generally accurate. However, no warranty is made by YampaGeo, LLC as to the accuracy, reliability or completeness of the information. Consult actual legal documentation and/or the original data source for accurate descriptions of locations displayed herein. Precinct and Commissioner boundaries drawn from legal descriptions provided by the Moffat County Clerk's office March, 2014.
Map Prepared April 29, 2014 by YampaGeo, LLC - 970.701.3008



CITY OF CRAIG

