

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS
1198 W. Victory Way Craig, Colorado 81625
(970) 824-5517

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 9, 2024

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

Consent Agenda -

Review & Sign the following documents:

Minutes:

- a) December 28 (pgs 3-6)

Resolutions:

- b) 2024-01: Resolution for Payment of Payroll Warrants (pg 7)
- c) 2024-02: Official Newspaper (pg 8)
- d) 2024-03: Treasurer Depositories (pg 9)
- e) 2024-04: BCC Meeting Dates/Postings (pg 10)
- f) 2024-05: Appointment of Budget Officer (pg 11)
- g) 2024-06: Transfer of Payment of Warrants for December 2023 (pg 12)
- h) 2024-07: Accounts Payable (pg 13)
- i) 2024-08: Special Payroll (pg 14)
- j) 2024-09: Transfer of Intergovernment Funds for December 2023 (pg 15)
- k) 2024-11: Voided Warrants Resolution for January 2024 (pg 16)

Contracts & Reports:

- l) Colorado Department of Public Health & Environment Discharge Monitoring Report: Limestone Pit #10 (pg 17)
- m) Department of Human Services – Merit System Compliance (pg 18 & 19)
- n) Treasurer's Reports (4) (pgs 20-27)
- o) Ratify appointment to the Basin Roundtable Board (pg 28)
- p) Department of Human Services Core Services Program/Mental Health Services contract(s):
 - S. Coleman (pgs 29-32)
 - L. Treanor (pgs 33-36)
- q) Loudy-Simpson Park Ballfield upgrade contract w/Garvick Construction (pgs 37-44)
- r) Dental Insurance Services contract w/Delta Dental (pgs 45-80)
- s) HealthComp contract (pgs 81-88)



3:39 PM1/8/2024

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

Public Comment/General Discussion:

Board of County Commissioners

- 1) Announce Community Volunteer Board seat appointments (pg 89)

Staff Reports:

- 2) Road & Bridge Department – Bruce White
 - Bid Recommendation: Salvage Metal (pg 90)
- 3) Office of Development Services – Neil Binder
 - Bid Recommendation: Multi-Use Event Center Feasibility Study (pgs 91 & 92)

Adjournment

The next scheduled BOCC meeting will be Tuesday, January 23, 2024 - 8:30 am

Moffat County's YouTube link to view meeting:

https://youtube.com/live/wjllqbAk_4?feature=share

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



3:39 PM 1/8/2024

**Moffat County Board of County Commissioners
1198 W Victory Way Craig, CO 81625**

December 28, 2023

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Neil Binder; Rebecca Tyree; Cathy Nielson; Heather Brumblow; Rachel Bower; Jeff Comstock; Ashley Dishman, Chris Nichols

**Call to Order
Pledge of Allegiance**

Commissioner Bohrer called the meeting to order at 8:30 am

Bohrer 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)

- a) Approve minutes:
 - December 12
 - December 12 – Board of Public Health

Resolutions:

- b) 2023-132: Payment of Payroll Warrants
- c) 2023-135: Payment Cards
- d) 2023-136: Transfer of Intergovernment Funds from Sunset Meadows II to Sunset Meadows I
- e) 2023-137: Year-end Health & Welfare Claims
- f) 2023-139: Accounts Payable

Contracts & Reports:

- g) Ratify:
 - SWCA contact
- h) Department of Public Health Retention/Premium/Bonus Pay policy
- i) Department of Public Health Intergovernment Grant Agreement for State and Local Fiscal Recovery Funds (SLFRF)
- j) Workman’s Compensation Insurance Agent/Broker of Record Change
- k) Colorado Department of Public Health & Environment/Gravel Pit(s) Permit Renewals
- l) Colorado Department of Public Health & Environment/Landfill Permit Renewal
- m) Loudy-Simpson Park Baseball Field Backstop Fence contract w/Ivory Tip Fencing
- n) Department of Human Services Conflict Attorney Legal Representation contract w/C. Quillen

Villard made a motion to approve the consent agenda items A-N. Broom seconded the motion. Motion carried 2-0. Bohrer abstained from the vote, due to item “M”.

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

Public Comment/General Discussion:

No public comment or General Discussion.

Natural Resources Department – Jeff Comstock & City of Craig – Chris Nichols

- Bid Recommendation: Public Utilities Commission Hearing Attorney Representation

An RFP was put out December 1st for Public Utilities Commission Hearing Attorney Representation. Two bids were received from equally qualified individuals. After review and interviews by the team (City/County), a recommendation for Cunilio Consulting, in conjunction with Laura Chartrand (Attorney at Law), was put forward. Fees between the two bids were very similar, but the experience, energy, preparedness and passion supplied by Cunilio Consulting, made them head and shoulders above the other applicant.

Bohrer explained that normally, a bid recommendation is done in one meeting, then two weeks later, the contract is signed. To “clean-up” that time line and be ready for the January 5th PUC Hearing, the contract will be voted on at this meeting, too.

Villard moved to approve the bid recommendation from Cunilio Consulting up to \$25,000 for Public Utilities Commission Hearing Attorney Representation. Broom seconded the motion. Motion carried 3-0.

- Service Agreement for Public Utilities Commission Hearing Attorney Representation (see attached)

Comstock explained that other than some minor modifications, this is the standard County contract.

Villard moved to authorize the chair to sign the Public Utilities Commission Hearing Attorney Representation contract with Cunilio Consulting. Broom seconded the motion. Motion carried 3-0.

- Authorize Intervention in the Tri-State Electric Resource Plan

Villard moved to Authorize Intervention in the Tri-State Electric Resource Plan by January 5th. Broom seconded the motion. Motion carried 3-0.

Comstock pointed out that Moffat County and the City of Craig have joined as partners in this process and Moffat County is acting as the fiscal agent.

Human Resources Department – Rachel Bower

- Resolution 2023-138: Setting Moffat County Coroner On-Call Designation Rate of Pay (see attached)

Bower requested setting the On-Call Designation Rate of Pay for the Moffat County Coroner’s Office, which would mirror on-call rates for the Department of Human Services and Youth Services. The rates would be \$50/weekday, \$75/weekend day, and \$100/holiday day. This would be effective January 1, 2024.

Broom moved to approve Resolution 2023-138: Setting Moffat County Coroner On-Call Designation Rate of Pay. Villard seconded the motion. Motion carried 3-0.

8:45 am

Public Hearing:

Finance Department – Cathy Nielson & Heather Brumblow

- December Budget Supplemental (Resolution 2023-134) (see attached)

Bohrer read the Public Hearing protocol and declared the Public Hearing open.

Nielson 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	\$2,781,161.21
Transfers	\$5,624,432.15
Increase Spending Authority	\$66,003.00
Rollovers	\$488,658.70
Downward Supplemental	\$1,486,319.64
Total Adjustments	\$10,446,574.70

Contingency Account History	
Balance as of January 1, 2023	\$625,000.00
March Supplemental	\$0.00
July Supplemental	\$2,700.00
December Supplemental	\$104,048.80
Balance as of December 28, 2023	\$518,251.20

Emergency Reserve Account History	
Balance as of January 1, 2023	\$1,249,338.00
Balance as of December 28, 2023	\$1,249,338.00

Bohrer asked the audience if there was anyone that would like to speak either for or against the December Supplemental Budget. There was no testimony or comments.

In regular session, Villard moved to adopt **Resolution 2023-134** to approve the December 2023 Budget Supplemental as presented. Broom seconded the motion. Motion carried 3-0.

Villard moved to approve **Resolution 2023-128**: Resolution to Amend 2022-151 - Sales Tax Distribution. Broom seconded the motion. Motion carried 3-0.

Villard moved to approve **Resolution 2023-133**: Resolution to Amend 2022-148 to Appropriate Sums of Money. Broom seconded the motion. Motion carried 3-0.

Office of Development Services – Neil Binder

- Bid recommendation: Loudy-Simpson Park Ball Field infield upgrade (see attached)

Binder presented a bid tab that featured the following bid amounts for the Loudy-Simpson Park Ball Field infield upgrade:

Anson Excavating	\$83,250.00
Garvick Construction	\$76,007.82
Wynne Construction	\$52,540.00

Binder recommended going with the bid from Garvick Construction. He based the recommendation on several different factors, including that Garvick is based out of Rifle and has visited the site several times and had figured in some additional grading work that the other contractors had not. Anson Excavating was over budget and Wynne Construction is based out of Nebraska.

Broom made a motion to go with the bid recommendation of Garvick Construction for \$76,007.82 for the Loudy-Simpson Park Ball Field infield upgrade. Villard seconded the motion. Motion carried 3-0.

Meeting adjourned at 9:20 am

The next scheduled Board of County Commissioners meeting is Tuesday, January 9, 2024

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

Link to view this meeting on the Moffat County YouTube channel:

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

RESOLUTION 2024-01
 PAYMENT OF PAYROLL WARRANTS
 Payroll Ending 12/23/2023

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 1/5/2024

FROM FUND:			
General	0010.7000	\$226,230.19	cr
Road & Bridge	0020.7000	\$151,700.57	cr
Landfill	0070.7000	\$15,049.53	cr
Airport	0120.7000	\$726.96	cr
Library	0130.7001	\$11,163.05	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$8,890.77	cr
Mo Co Tourism	0320.7000	\$3,184.17	cr
PSC Jail	0072.7000	\$65,571.29	cr
Human Services	0030.7100	\$63,171.19	cr
Public Health	0065.7000	\$13,389.76	cr
SM I	0168.7000	\$3,741.85	cr
SM II	0169.7000	\$4,379.79	cr
TO FUND:			
Warrant	0100.1000	\$567,199.12	dr

Adopted this _____ day of _____ A.D. 2023

 Chairman

STATE OF COLORADO)
)ss.
 COUNTY OF MOFFAT)

I, Stacy Morgan, County Clerk and Ex-officio Clerk to the Board of County Commissioners, County of Moffat, State of Colorado do hereby certify

Resolution 2024-02
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 9th day of January 2024

Tony Bohrer, 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 9th day of January 2024

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

**Resolution 2024-03
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 9th day of January 2024

Toy Bohrer, Chair
Board of County Commissioners

STATE OF COLORADO)
)S
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 9th day of January 2024

**Resolution 2024 -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 9th day of January 2024.

Tony Bohrer, 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 9th day of January 2024.

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

RESOLUTION 2024-05
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 2025 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 Cathy Nielson, Finance Director, is appointed as the Budget Officer pursuant to §29-1-104, C.R.S. for the 2025 Budget.

ADOPTED this 9th day of January, 2024.

MOFFAT COUNTY BOARD OF COUNTY
COMMISSIONERS

Tony Bohrer, 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 9th day of January, 2024.

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

RESOLUTION 2024-06
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF DECEMBER 2023 (PRIOR YEAR EXPENSES)

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:	1/9/2024		
General	110	<u>\$138,491.28</u>	CR	0010.7000
Road & Bridge	200	<u>\$147,382.25</u>	CR	0020.7000
Landfill	240	<u>\$1,809.38</u>	CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270	<u>\$123.08</u>	CR	0350.7000
Capital Projects	510	<u>\$7,336.92</u>	CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$2,633.68</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$1,200.00</u>	CR	0280.7000
Health & Welfare	720	<u>\$144,292.01</u>	CR	0080.7000
Senior Citizens	215	<u>\$1,298.97</u>	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	<u>\$5.73</u>	CR	0320.7000
PSC - JAIL	210	<u>\$9,029.00</u>	CR	0072.7000
Human Sevices	220	<u>\$1,741.79</u>	CR	0030.7100
Public Health	250	<u>\$515.33</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$96,763.00</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$1,700.49</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	<u>\$10,382.40</u>	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		<u>\$564,705.31</u>	DR	

Adopted this 9thday of January, 2024

Chairman

RESOLUTION 2024-07
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF JANUARY 2024

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:	1/9/2024		
General	110	<u>\$26,078.63</u>	CR	0010.7000
Road & Bridge	200		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	<u>\$914.82</u>	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 Services	220	<u>\$305.28</u>	CR	0030.7100
Public Health	250	<u>\$6,116.54</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$1,379.83</u>	CR	0168.7000
Sunset Meadows I Security	910	<u>\$823.93</u>	CR	0167.7000
Sunset Meadows II	920	<u>\$1,342.13</u>	CR	0169.7000
Sunset Meadows II Security	920	<u>\$630.18</u>	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>\$37,591.34</u>	DR	

Adopted this 9th day of January, 2024

Chairman

RESOLUTION 2024-08
 PAYMENT OF PAYROLL WARRANTS
 Payroll Ending 12/29/2023 Special Payroll

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 12/29/2023

FROM FUND:			
General	0010.7000	\$149.81	cr
Road & Bridge	0020.7000	\$0.00	cr
Landfill	0070.7000	\$0.00	cr
Airport	0120.7000	\$0.00	cr
Library	0130.7001	\$0.00	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$0.00	cr
Mo Co Tourism	0320.7000	\$0.00	cr
PSC Jail	0072.7000	\$0.00	cr
Human Services	0030.7100	\$0.00	cr
Public Health	0065.7000	\$0.00	cr
SM I	0168.7000	\$0.00	cr
SM II	0169.7000	\$0.00	cr
TO FUND:			
Warrant	0100.1000	\$149.81	dr

Adopted this 9th day of January, A.D. 2024

 Chairman

STATE OF COLORADO)
)ss.
 COUNTY OF MOFFAT)

I, Stacy Morgan, County Clerk and Ex-officio Clerk to the Board of County Commissioners, County of Moffat, State of Colorado do hereby certify

RESOLUTION 2024-11
 VOIDED WARRANTS RESOLUTION
 FOR THE MONTH OF JANUARY

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:

1.9.23

TO: WARRANT FUND		10-0000-2003	\$ 49,890.75	dr
VOID FUND	WARRANT #	VENDOR NAME		
General Wrong Amount	437584	12.28.23 14th Judicial Dist Attorney	\$ 49,890.75	
FROM: WARRANT FUND		10-0000-1001	\$ 49,890.75	

Adopted this 9th day of January, 2024

 Chairman

STATE OF COLORADO)
)ss.
 COUNTY OF MOFFAT)

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

WITNESS my hand and seal this 9th day of January, A.D. 2024

 County Clerk & Ex-officio

cr

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 MONITORING REPORT (DMR)
 (2-16) (17-19)
 COG502063 PERMIT NUMBER
 002A 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 2023 10 01 TO 2023 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)			(4 Card Only) QUALITY OR CONCENTRATION (38-45)				NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)	
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS				
	SAMPLE MEASUREMENT											
	PERMIT REQUIREMENT											
	SAMPLE MEASUREMENT											
	PERMIT REQUIREMENT											
	SAMPLE MEASUREMENT											
	PERMIT REQUIREMENT											
	SAMPLE MEASUREMENT											
	PERMIT REQUIREMENT											
	SAMPLE MEASUREMENT											
	PERMIT REQUIREMENT											
	SAMPLE MEASUREMENT											
	PERMIT REQUIREMENT											
NAME/TITLE PRINCIPAL EXECUTIVE OFFICER		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.						TELEPHONE		DATE		
Tony Bohrer, BOCC Chair								SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT		970	824-3211	2024
TYPED OR PRINTED				AREA CODE	NUMBER	YEAR	MO	DAY				

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



COLORADO
Department of Human Services

To: County Human/Social Services Directors
From: Colorado Department of Human Services
Date: November 30, 2023
Re: 2024 County Merit System Certification

This letter serves as a reminder that the County Department of Human/Social Services is required by 9 CCR 2502-1 ("Volume 2") Rule 2.210 that each county shall annually submit to the Colorado Department of Human Services a certification that the criteria in Rule 2.200 are being maintained by the County Department of Human/Social Services. This certification must be received as prescribed by the Department by January 1 of each year. The certification must be validated by the county board of commissioners or designee.

The Volume 2 rules regarding the County Personnel and Merit System requirements can be accessed at <https://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=583&fileName=9%20CCR%202502-1>.

As a result of the 2022 audit of the County Merit System and subsequent county/state workgroup, the frequency of attestation will be changing from annually to every other year. This change is still working its way through the State Board and the rulemaking process and will go into effect for 2025.

Please submit your certifications to the CDHS County Liaisons, 1575 Sherman Street, 8th Floor, Denver, CO 80203, or via email to Josh Running Wolf joshua.runningwolf@state.co.us.

Thank you for your assistance!

Enclosure

cc: Minna Castillo, Interim Deputy Executive Director of Community Partnerships
Sarah Dawson, CDHS Director of Operations, Community Partnerships
Laura Strother, CDHS Director of County Relations, Community Partnerships



Department of Human Services
CDHS Certification of Compliance - Year 2024
County Personnel and Merit System

Each county merit system shall function under the following principles and requirements in order to be in compliance with Section 26-1-120(8), C.R.S., and 9 CCR 2502-1 Rule 2.200:

- A. The recruitment, selection, and advancement of employees shall be on the basis of relative abilities, knowledge, and skills, including open consideration of qualified applicants for initial appointment.
- B. The system shall provide equitable and adequate compensation.
- C. The employees shall be trained as needed to assure high quality of performance.
- D. The system shall provide for retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance cannot be corrected.
- E. The system shall assure fair treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, religious creed, age, or disability and with proper regard for the privacy and constitutional rights of such persons as citizens. This fair treatment principle shall include compliance with all Federal equal opportunity and nondiscrimination laws.
- F. The system shall assure that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the results of an election or a nomination for office.

Mo Fifer County certifies that it is in compliance with the above principles and criteria for the administration and operation of its County Personnel and Merit System for the reporting year 2024 and has a personnel system in place for the next calendar year to assure continuing compliance. The person signing below is authorized to undertake this certification.

By:

Signature

Date

Print Name

Title



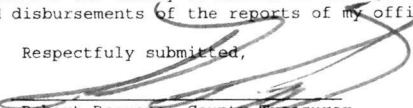
SEMI ANNUAL REPORT OF MOFFAT COUNTY TREASURER
 JANUARY 01, 2023 THRU DECEMBER 29, 2023

FUND	REVENUES-----					DISBURSEMENTS-----			ENDING BALANCE	
	BEGINNING BALANCE	CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPCIFIC OWNERSHIP	TRANSFERS (IN)	CASH WITHDRAWALS	TREASURERS FEES		TRANSFERS-OUT
GENERAL FUND	26,918,243.11	8,095,390.29	13,292,570.88	8,562.38		150,938.31		-679,248.96	-15,493,996.89	32,292,459.12
ROAD & BRIDGE FUND	12,053,032.29		6,202,101.03		980,984.87	32,692.96		-44,863.49	-8,236,809.13	10,987,138.53
DEPARTMENT OF HUMAN SERVICES	1,418,498.52	464,479.40	1,786,949.24	494.67		15,335.04			-2,207,305.84	1,478,451.03
ACET	193,245.35		83,464.32						-35,446.21	241,263.46
MOFFAT COUNTY LOC MRKT DIST	678,650.13		397,550.56						-237,001.76	839,198.93
CONSERVATION TRUST FUND	173,172.84		62,243.97					-622.44	-9,313.86	225,480.51
MOFFAT COUNTY PUBLIC HEALTH	714,069.96	161,738.37	670,956.06	176.71		815.66			-661,051.32	886,705.44
LANDFILL	1,538,442.85		965,371.54					-9,126.76	-654,934.33	1,839,753.30
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	608,567.65		1,167,238.27			1,376,910.53			-2,429,129.19	723,587.26
COUNTY HEALTH & WELFARE	2,778,546.78		4,470,976.06			-1.19			-3,954,816.66	3,294,704.99
MEMORIAL REGIONAL HEALTH	575.46	1,244,141.22		1,325.00		1,984.66	-1,247,462.23			564.11
WARRANT FUND - COUNTY	701,981.04					35,624,025.57	-35,482,331.17			843,675.44
SHADOW MTN LOCAL IMPROVE DIST	182,169.02		24,498.79			39.00			-18,806.92	187,899.89
AIRPORT FUND	242,050.29		466,885.90					-1,674.75	-378,269.39	328,992.05
PUBLIC LIBRARY	296,552.62		43,434.32			345,897.51	-10,834.56	-434.34	-369,789.99	304,825.56
COLO NORTHWEST COMM COLLEGE	10,890.52	1,247,192.92	309.94	1,326.82	122,686.42	1,988.58	-1,362,016.22	-12,475.72		9,903.26
M C SCHOOLS RE#1 - GENERAL	119,378.61	11,593,639.61	26,570.19	11,819.44	1,398,631.86	21,074.23	-13,029,209.84	-29,222.42		112,681.68
CAPITAL PROJECTS FUND	1,690,665.52		5,047,580.09			32,511.18			-3,007,177.45	3,763,579.34
PUBLIC SAFETY CENTER - CAP PROJ	537.07		10.27							547.34
NC TELECOM ESCROW ACCOUNT	257,687.58		8,270.65						-9,962.51	255,995.72
SUNSET #1 SECURITY DEPOSIT	14,990.72		5,088.00			686.65			-1,906.21	18,859.16
SUNSET MEADOWS #1	667,070.68		476,430.68			17,054.20			-296,554.81	864,000.75
SUNSET MEADOWS #2	228,464.93		479,811.30			11,784.55			-439,515.27	280,545.51
SENIOR CITIZENS CENTER - 15	91,173.13		102,022.39			168,401.00			-258,708.54	102,887.98
SUNSET #2 SECURITY DEPOSIT	15,836.31		3,506.00			256.89			-2,359.41	17,239.79
COURTHOUSE LEASE PURCHASE FUND	0.00					1,261,399.00			-1,261,399.00	0.00
SCHOOLS RE#1 - BOND	0.00	2,658,723.23		2,232.13			-2,660,914.07			41.29
CITY OF CRAIG	20,902.84	1,324,457.30		-164.06	128,541.04	38,727.91	-1,466,309.12	-26,215.15		19,940.76
TOWN OF DINOSAUR	530.90	26,930.29			2,610.51	1,219.92	-30,235.27	-533.40		522.95
CAPITAL FUND - CITY OF CRAIG	1,268.32	154,509.77		-19.30	15,126.01		-166,635.11	-3,084.85		1,164.84
ARTESIA FIRE PROTECTION DISTRICT	270.59	32,914.33		2.94	3,212.11		-34,517.18	-1,638.18		244.61
CRAIG RURAL FIRE PROTECTION DIST	8,343.41	971,996.31		-32.15	95,758.04		-1,020,343.54	-48,423.96		7,298.11
MAYBELL IRRIGATION	2,123.87	20,672.78			1,988.77		-21,002.17			3,783.25
MAYBELL SANITATION	129,459.60		42,718.22			116.00		-427.19	-18,273.90	153,592.73
COLO. RIVER WATER CONSERVATION	1,814.13	208,207.43	51.65	219.85	20,479.01	333.39	-219,059.62	-10,392.29		1,653.55
YELLOW JACKET CONSERVANCY DIST.	51.88	6,774.90		.39	660.74		-7,098.83	-338.55		50.53
MUSEUM OF NORTHWEST COLORADO	0.00									0.00
POTHOOK WATER DISTRICT	0.00	8,587.16		285.70			-8,433.00	-439.86		0.00
MOFFAT COUNTY TOURISM -LODGING 19	185,150.48		215,966.82						-181,157.25	219,960.05
INTERNAL SER FUND-CENTRAL-DUP	94,505.93		10,312.87						-8,751.07	96,067.73
JUNIPER WATER CONSERVANCY DIST.	37,996.57		508.18					-5.09		38,499.66
HIGH SAVERY WATER DISTRICT	0.00	95.20	12,276.00				-12,371.20			0.00
UPPER YAMPA WATER CONSERVANCY	2,701.59	299,515.51			29,790.80		-314,779.66	-14,970.46		2,257.78
911 FUND	579,555.88		200,604.74			14,221.70			-85,444.31	708,338.01
ADVANCE TAXES - REAL ESTATE	24,951.83		60,903.90				-25,162.57			60,693.16
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	0.00		3,888.33				-3,888.33			0.00
COUNTY CLERK'S COLLECTION	294,990.47		4,927,951.49				-4,829,281.90			393,660.06
CHECK CHANGE ACCOUNT	0.00		44,401.50				-44,401.50			0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		117,448.36				-117,448.36			0.00
PAYROLL EFT TAX PAYMENTS	0.00		3,928,175.00				-3,928,175.00			0.00
CRAIG DIST ADVISORY GRAZING BOARD	0.00		19,283.76				-19,090.93	-192.83		0.00
OIL & GAS EXEMPTION FUND REVENUE S	0.00									0.00
SPECIFIC OWNERSHIP	0.00		2,543,144.97				-2,543,144.97			0.00
COUNTY SALES & LEASES	0.00		39,222.46						-39,222.46	0.00
MOTOR VEHICLES REGIST.	0.00		67,568.59						-67,568.59	0.00
2023 TREASURERS TAX DEED	5,409.02		13,113.74				-12,357.45			6,165.31

2017 TREASURERS TAX DEED	614.38		10,364.72				-10,979.10			0.00
2010 TREASURER'S TAX DEED	3,912.30		3,747.98				-3,947.69			3,712.59
2022 TREASURER DEED'S	0.00		1,518.70							1,518.70
GRAND TOTALS	53,207,046.97	28,519,966.02	48,047,012.43	26,230.52	2,800,470.18	39,118,413.25	-68,631,430.59	-884,330.69	-40,364,672.27	61,838,705.82

I, Robert Razzano, 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,


Robert Razzano, County Treasurer

The above and foregoing statement of the semi-annual condition of the funds of Moffat County, Colorado at the close of business December 29th, 2023 is a true copy of the statement furnished the Board of County Commissioners by Robert Razzano, Treasurer of Moffat County, Colorado.

Tony Bohrer
Chairperson

Melody Villard

Donald Broom

SEMI ANNUAL REPORT OF MOFFAT COUNTY TREASURER
JULY 01, 2023 THRU DECEMBER 29, 2023

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	29,724,497.42	191,463.65	9,063,281.61	8,666.82		123,925.90		-175,340.20	-6,644,036.08	32,292,459.12
ROAD & BRIDGE FUND	11,341,945.05		3,282,841.24		501,871.05	22,319.39		-26,778.42	-4,135,059.78	10,987,138.53
DEPARTMENT OF HUMAN SERVICES	1,562,072.65	11,013.27	951,063.61	500.70		14,916.30			-1,061,115.50	1,478,451.03
ACET	267,734.31		61.97						-26,532.82	241,263.46
MOFFAT COUNTY LOC MRKT DIST	816,926.16		215,433.79						-193,161.02	839,198.93
CONSERVATION TRUST FUND	204,637.02		30,461.97					-304.62	-9,313.86	225,480.51
MOFFAT COUNTY PUBLIC HEALTH	831,848.53	3,834.97	340,489.51	178.79		815.66			-290,462.02	886,705.44
LANDFILL	1,615,862.23		599,567.29					-5,679.23	-369,996.99	1,839,753.30
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	1,379,830.52		575,084.02			7,983.14			-1,239,310.42	723,587.26
COUNTY HEALTH & WELFARE	3,566,160.71		1,957,087.80			-1.19			-2,228,542.33	3,294,704.99
MEMORIAL REGIONAL HEALTH	322,385.64	29,499.82		1,341.14		1,220.36		-353,882.85		564.11
WARRANT FUND - COUNTY	626,158.45					19,065,152.89		-18,847,635.90		843,675.44
SHADOW MTN LOCAL IMPROVE DIST	192,934.18		4,278.17			39.00			-9,351.46	187,899.89
AIRPORT FUND	242,526.72		125,323.27						-40,547.10	328,992.05
PUBLIC LIBRARY	472,250.08		26,440.46						-182,766.02	304,825.56
COLO NORTHWEST COMM COLLEGE	333,188.72	29,508.06		1,342.99	62,750.90	1,222.77		-417,789.45	-320.73	9,903.26
M C SCHOOLS RE#1 - GENERAL	3,150,796.64	274,177.27	10,255.91	11,966.80	717,087.46	12,958.46		-4,063,623.42	-937.44	112,681.68
CAPITAL PROJECTS FUND	6,064,938.28		314,415.52			31,633.02			-2,647,407.48	3,763,579.34
PUBLIC SAFETY CENTER - CAP PROJ	541.77		5.57							547.34
NC TELECOM ESCROW ACCOUNT	256,208.68		4,792.75						-5,005.71	255,995.72
SUNSET #1 SECURITY DEPOSIT	18,069.64		1,030.00			439.10			-679.58	18,859.16
SUNSET MEADOWS #1	729,879.16		249,889.89			15,200.20			-130,968.50	864,000.75
SUNSET MEADOWS #2	232,966.23		252,179.20			11,784.55			-216,384.47	280,545.51
SENIOR CITIZENS CENTER - 15	183,268.85		50,385.31						-130,766.18	102,887.98
SUNSET #2 SECURITY DEPOSIT	17,347.20		2,252.00						-2,359.41	17,239.79
COURTHOUSE LEASE PURCHASE FUND	1.00					411,500.00			-411,501.00	0.00
SCHOOLS RE#1 - BOND	688,317.75	63,040.24		2,263.68				-753,580.38		41.29
CITY OF CRAIG	288,485.71	85,818.13		11.20	65,758.74	30,983.72		-449,435.08	-1,681.66	19,940.76
TOWN OF DINOSAUR	1,792.26	3,316.03			1,335.20	982.15		-6,837.73	-64.96	522.95
CAPITAL FUND - CITY OF CRAIG	33,947.48	10,098.62		1.32	7,738.12			-50,422.82	-197.88	1,164.84
ARTESIA FIRE PROTECTION DISTRICT	2,486.23	2,152.10		.88	1,642.77			-5,933.18	-104.19	244.61
CRAIG RURAL FIRE PROTECTION DIST	280,545.44	23,660.61		3.53	48,868.29			-344,634.57	-1,145.19	7,298.11
MAYBELL IRRIGATION	5,993.62	5,917.70			1,018.54			-9,146.61		3,783.25
MAYBELL SANITATION	145,542.10		20,472.06			116.00		-204.72	-12,332.71	153,592.73
COLO. RIVER WATER CONSERVATION	53,473.30	4,922.55		223.59	10,475.91	205.00		-67,396.20	-250.60	1,653.55
YELLOW JACKET CONSERVANCY DIST.	2,753.95	58.78		.05	339.36			-3,098.78	-2.83	50.53
MUSEUM OF NORTHWEST COLORADO	0.00									0.00
POTHOOK WATER DISTRICT	1,332.26	1,123.60		285.70				-2,674.26	-67.30	0.00
MOFFAT COUNTY TOURISM -LODGING 19	173,317.04		108,393.54						-61,750.53	219,960.05
INTERNAL SER FUND-CENTRAL-DUP	95,781.86		5,620.38						-5,334.51	96,067.73
JUNIPER WATER CONSERVANCY DIST.	38,178.49		324.41						-3.24	38,499.66
HIGH SAVERVA WATER DISTRICT	0.00	95.20	2,380.00							0.00
UPPER YAMPA WATER CONSERVANCY	105,467.35	281.23			15,162.91			-2,475.20	-13.62	2,257.78
911 FUND	626,064.86		103,847.53					-118,640.09	-13.62	708,938.01
ADVANCE TAXES - REAL ESTATE	120.13		60,573.03							60,693.16
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	0.00									0.00
COUNTY CLERK'S COLLECTION	587,259.60		2,519,560.60					-2,713,160.14		393,660.06
CHECK CHANGE ACCOUNT	0.00		8,434.27					-8,434.27		0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		44,611.98					-44,611.98		0.00
PAYROLL EFT TAX PAYMENTS	0.00		1,982,718.01					-1,982,718.01		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		1,176,724.04					-1,176,724.04		0.00
COUNTY SALES & LEASES	0.00		24,117.74						-24,117.74	0.00
MOTOR VEHICLE REGIST.	16,849.88		37,435.38						-54,285.26	0.00
2023 TREASURERS TAX DEED	2,336.70		11,915.02					-8,086.41		6,165.31

2017 TREASURERS TAX DEED	0.00		5,172.34				-5,172.34			0.00
2010 TREASURER'S TAX DEED	3,823.14		2,974.80				-3,085.35			3,712.59
2022 TREASURER DEED'S	0.00		1,518.70							1,518.70
GRAND TOTALS	67,526,844.99	739,981.83	24,173,414.69	26,787.19	1,434,049.25	19,753,396.42	-31,450,033.62	-211,672.07	-20,154,062.86	61,838,705.82

I, Robert Razzano, 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,


Robert Razzano, County Treasurer

The above and foregoing statement of the semi-annual condition of the funds of Moffat County, Colorado at the close of business December 29th, 2023 is a true copy of the statement furnished the Board of County Commissioners by Robert Razzano, Treasurer of Moffat County, Colorado.

Tony Bohrer
Chairperson

Melody Villard

Donald Broom

MONTHLY REPORT OF MOFFAT COUNTY TREASURER
 NOVEMBER 31, 2023 THRU DECEMBER 29, 2023

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	32,472,260.72	125.40	570,346.86			3,820.27		-22,760.10	-831,334.03	32,292,459.12
ROAD & BRIDGE FUND	11,147,400.80		325,682.30		74,729.45	6,172.02		-2,831.47	-564,014.57	10,987,138.53
DEPARTMENT OF HUMAN SERVICES	1,493,228.35	7.21	135,947.47			203.49			-150,935.49	1,478,451.03
ACET	245,915.68								-4,652.22	241,263.46
MOFFAT COUNTY LOC MRKT DIST	848,250.48		10,948.45						-20,000.00	839,198.93
CONSERVATION TRUST FUND	208,724.04		16,925.73					-169.26		225,480.51
MOFFAT COUNTY PUBLIC HEALTH	850,203.32	2.51	62,193.15			815.66			-26,509.20	886,705.44
LANDFILL	1,803,547.36		82,095.32					-764.00	-45,125.38	1,839,753.30
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	775,973.78		106,291.92						-158,678.44	723,587.26
COUNTY HEALTH & WELFARE	3,710,823.20		154,493.56						-570,611.77	3,294,704.99
MEMORIAL REGIONAL HEALTH	2,366.84	19.32				544.79	-2,366.84			564.11
WARRANT FUND - COUNTY	993,090.62					2,495,005.58	-2,644,420.76			843,675.44
SHADOW MTN LOCAL IMPROVE DIST	187,899.89									187,899.89
AIRPORT FUND	311,935.21		25,761.50						-36.71	328,992.05
PUBLIC LIBRARY	329,330.38		1,423.65						-14.24	304,825.56
COLO NORTHWEST COMM COLLEGE	11,689.99	19.33			9,343.71	545.87	-11,689.99	-5.65		9,903.26
M C SCHOOLS RE#1 - GENERAL	128,739.42	179.56			106,775.52	5,784.90	-128,739.42	-58.30		112,681.68
CAPITAL PROJECTS FUND	3,756,310.36		11,862.74						-4,593.76	3,763,579.34
PUBLIC SAFETY CENTER - CAP PROJ	546.47		.87							547.34
NC TELECOM ESCROW ACCOUNT	257,017.10		811.68						-1,833.06	255,995.72
SUNSET #1 SECURITY DEPOSIT	18,660.54					439.10			-240.48	18,859.16
SUNSET MEADOWS #1	824,170.41		41,110.55			14,848.00			-16,128.21	864,000.75
SUNSET MEADOWS #2	276,229.39		41,190.50						-36,874.38	280,545.51
SENIOR CITIZENS CENTER - 15	121,908.61		9,758.50						-28,779.13	102,887.98
SUNSET #2 SECURITY DEPOSIT	17,678.89								-439.10	17,239.79
COURTHOUSE LEASE PURCHASE FUND	0.00									0.00
SCHOOLS RE#1 - BOND	5,057.19	41.29					-5,057.19			41.29
CITY OF CRAIG	15,510.09	109.45			9,791.59	10,041.91	-15,510.09	-2.19		19,940.76
TOWN OF DINOSAUR	1,051.00				198.81	324.14	-1,051.00			522.95
CAPITAL FUND - CITY OF CRAIG	1,825.14	12.88			1,152.22		-1,825.14	-0.26		1,164.84
ARTESIA FIRE PROTECTION DISTRICT	776.98				244.61		-776.98			244.61
CRAIG RURAL FIRE PROTECTION DIST	9,048.90	22.67			7,276.57		-9,048.90	-1.13		7,298.11
MAYBELL IRRIGATION	3,631.59				151.66					3,783.25
MAYBELL SANITATION	152,021.47		2,237.71					-22.38	-644.07	153,592.73
COLO. RIVER WATER CONSERVATION	1,935.68	3.23			1,559.88	91.52	-1,935.68	-1.08		1,653.55
YELLOW JACKET CONSERVANCY DIST.	52.70				50.53		-52.70			50.53
MUSEUM OF NORTHWEST COLORADO	0.00									0.00
POTHOOK WATER DISTRICT	11.95						-11.95			0.00
MOFFAT COUNTY TOURISM -LODGING 19	230,471.64		919.90						-11,431.49	219,960.05
INTERNAL SER FUND-CENTRAL-DUP	95,854.35		782.59						-569.21	96,067.73
JUNIPER WATER CONSERVANCY DIST.	38,440.07		60.19							38,499.66
HIGH SAVERA WATER DISTRICT	0.00									0.00
UPPER YAMPA WATER CONSERVANCY	2,284.80				2,257.78		-2,284.80			2,257.78
911 FUND	697,569.92		14,724.48						-3,356.39	708,938.01
ADVANCE TAXES - REAL ESTATE	9,137.21		51,555.95							60,693.16
ADVANCED TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	0.00									0.00
COUNTY CLERK'S COLLECTION	416,337.24		343,123.10				-365,800.28			393,660.06
CHECK CHANGE ACCOUNT	0.00		200.00				-200.00			0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		8,632.27				-8,632.27			0.00
PAYROLL EFT TAX PAYMENTS	0.00		291,724.31				-291,724.31			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		213,532.33				-213,532.33			0.00
COUNTY SALES & LEASES	7,273.25		3,493.37						-10,766.62	0.00
MOTOR VEHICLE REGIST.	11,458.59		5,079.48						-16,538.07	0.00
2023 TREASURERS TAX DEED	6,833.95						-668.64			6,165.31

2017 TREASURERS TAX DEED	19.86						-19.86			0.00
2010 TREASURER'S TAX DEED	3,712.59									3,712.59
2022 TREASURER DEED'S	1,518.70									1,518.70
GRAND TOTALS	62,723,736.71	542.85	2,632,910.43	0.00	213,532.33	2,538,637.25	-3,716,183.69	-26,667.37	-2,527,802.69	61,838,705.82

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 29th day of December 2023.

Robert Razzano, Moffat County Treasurer

Examined by Board of the Moffat County Commissioner

Tony Bohrer
Chairperson

Melody Villard

Donald Broom



January 2, 2024

Yampa White Green Basin Roundtable
Attn: Steve Hinkemeyer, Chairman

Delivered Via Email: stevenrhinkemeyer@gmail.com
steve@yampawhitegreen.com

Chairman Hinkemeyer,

The Moffat County Commissioners are pleased to appoint Miranda Kawcak as our representative to the Yampa White Green Basin Roundtable. Miranda is currently the Environmental Manager with Peabody Energy. She handles water issues regularly in her profession, and is eager to expand her water knowledge. Miranda is a team player, reliable, and we are pleased to have her represent the Moffat County Commissioners.

Miranda will replace Tom Gray, as he advances to focus on other areas of life. Tom spent 19 years on the Roundtable and was a founding member of the Yampa White Green Basin Roundtable, established in 2005 by Colorado House Bill 05-1177. We appreciate the expertise and representation Tom has dedicated to the Roundtable and other areas of water policy, and wish him the best. Tom currently remains as Moffat County's representative to the Colorado Water Conservation District.

Sincerely,

Tony Bohrer, Chairman
Moffat County Commissioners

cc: Miranda Kawcak
Tom Gray

PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH TREATMENT SERVICES
January 1, 2024 – December 31, 2024

1. THIS CONTRACT, made this 9th day of January, 202⁴~~3~~, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and Susan Coleman, 1103 Van Dorn Drive, Craig, Co 81625, hereinafter called "Contractor."
2. This Contract will be effective January 1, 2024 until December 31, 2024, regardless of the date of execution.
3. County agrees to purchase and Contractor agrees to provide Child Welfare Services to eligible clientele at a location that shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Services Plan, which is incorporated by reference herein.
4. County agrees to purchase and Contractor agrees to provide services to be billed at the following rates:
 - a. Services billed at a rate of \$75.00 per hour
 - b. Attend trainings for Family Engagement Facilitators/Coordinators when training is offered by the State of Colorado Division of Child Welfare,
 - c. Provide adequate dates and times to hold family engagement meetings pursuant to the recommendations of the Colorado Office of Children, Youth, and Families.
 - d. Facilitate family engagement meetings as a neutral party within Moffat County, or at a location chosen by the family and the caseworker.
 - e. Develop next steps and case plans with the family and the caseworkers.
 - f. Provide written reports to the family and the caseworkers.
 - g. Schedule future meetings with family and the caseworkers

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.

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 reimbursement 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.

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 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 8 (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 education information as appropriate to referral.
 - d. To monitor the provision of contracted services.
 - e. To pay Contractor after timely receipt of billing statements to Paragraph 8 (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 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 (2) 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 serviced in accordance with rules of the Colorado Department of Human Services, the County Department of Human Services, and law of the United States and State of Colorado.
 - h. To provide County with reports on the provision of services as follows:
 - i. 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 approval.
 - ii. 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.

- 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 and Employer's Liability and Unemployment Insurance in accordance with Sections 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 shall be 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.

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

10. 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

Kristin Grajeda
Kristin Grajeda, Director

12/27/2023
Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

Tony Bohrer, Chairperson

Date

CONTRACTOR

Susan Coleman

12/13/2023
Date

Susan Coleman (print name)

_____ (title)

STATE OF COLORADO)

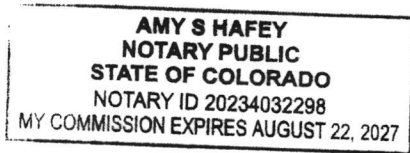
COUNTY OF Moffat) ss.

Subscribed and affirmed to before me this 13 day of December, 2023, by
(Contractor), Independent Contractor.

Witness my hand and seal.

My commission expires: 8/22/27

Amy Hafey
Notary Public



**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH SERVICES
June 1, 2023 - May 31, 2024**

1. THIS CONTRACT, made this ^{9th} day of ~~January~~ ^{April} 2023, by and between the Moffat County Board of County Commissioners, hereinafter called "County," and **Lea Treanor, Psy. D., LPC**, PO Box 562 Oak Creek, Colorado, 80467 hereinafter called "Contractor."
2. This Contract will be effective from **June 1, 2023 until May 31, 2024**, regardless the date of execution.
3. County agrees to purchase and Contractor agrees to provide **Mental Health Services** to eligible youth and families at a location that shall facilitate the provision of such services. 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 following rates:
 - a. Psychological Evaluations \$80/Hr
 - b. Report Writing \$80/Hr
 - c. Consultation/Coordination after Eval \$80/Hr

The amount to be expended pursuant to this Agreement shall not exceed **FIVE THOUSAND DOLLARS AND NO/100 CENTS (\$5,000,00)**. 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 independent contractor and not as an employee. Contractor affirms that it has or will secure as 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 Workers' Compensation Benefits or any other benefit of employment with County. Further, Contractor is obligated to pay federal and state income tax on 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 the Contractor under this Contract shall be subcontracted or otherwise delegated.

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 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 Paragraph 3 and 4, are authorized by County as described in Paragraph 7 (b), and are billed by Contractor according to Paragraph 8 (e) and (f).

7. County agrees:

- a. To determine child eligibility.
- b. To provide Contractor with authorization regarding eligibility for a child or a 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 8 (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 (2) months prior.

8. 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 services to be purchased, and/or to meet applicable State Department of Human Services qualifications 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 law of the United States and State of Colorado.
- h. To provide County with reports on the provision of service as follows:
 - i. 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 approval.
 - ii. 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.
 - iii. 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:

- i. 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, Employers' 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.

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

- 10. 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

[Signature]
Kristin Grajeda, Director

12/27/2023
Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

Tony Bohrer, Chairperson

Date

CONTRACTOR

[Signature], Authorized Representative

(Business Name)

12/13/2023
Date

STATE OF COLORADO)
COUNTY OF Routt) ss.

Subscribed and affirmed to before me this 13 day of December, 2023, by
Lea Treanor, Independent Contractor.

Witness my hand and seal.

[Signature]
Notary Public

SAMANTHA LORRAINE SCHALNUS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234038041
MY COMMISSION EXPIRES OCTOBER 5, 2027

AGREEMENT

This **CONTRACT OF SERVICES AGREEMENT** ("Agreement") made this 28th day of December 2023 by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and Garvik Construction Inc. ("Contractor"), whose address is PO Box 2257, Basalt, CO 81621 and whose telephone number is 970-744-9477.

WHEREAS, the Contractor has been selected to provide services, in accordance with the provisions of the Moffat County Purchasing Manual; and

WHEREAS, the BOCC wishes to employ the services of Contractor as an independent contractor and Contractor wishes to provide services to the BOCC; and

WHEREAS, the BOCC has authority to acquire the services described in this Agreement under the provisions of §30-11-101, *et seq.*, C.R.S., as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth hereinafter, the BOCC and the Contractor agree as follows:

Article 1 - Scope of Work.

1. The Contractor shall furnish all materials and perform in a satisfactory and proper manner, as determined by the BOCC, to Upgrade Loudy Simpson Ballfield infield (1field) at Loudy Simpson Park, 600 S Ranney St. Craig, CO 81625 as described in the attachments below.

Exhibit "A" RFP # 202318

Exhibit "B" Bid submittal from Garvik Construction, Inc.

Exhibit "C" Addendum 2 Updated Scope of work

Article 2 - Time of Performance.

- 2.1 Services of the Contractor shall commence on 1/9/2024, and shall be substantially completed on or before 6/1/2024, no matter the date of execution of this Agreement.

Article 3 Compensation/Appropriation.

- 3.1 The amount to be expended pursuant to this Agreement shall be Seventy-Six Thousand Seven Dollars and 82/100 cents (\$76,007.82) subject to additions and deductions pursuant to authorized change orders. The BOCC 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.
- 3.2 Non-Appropriation: Moffat County's expenditure of any funds under this Agreement beyond the current County fiscal year shall be expressly subject to and contingent upon the County's budgeting and appropriating funds for such proposes according to the Colorado Local Government Budget Law and C.R.S. Section 29-1-110. Should such funds not be budgeted and appropriated for the County's obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide the contractor with prior written notice of such termination.
- 3.3 LIQUIDATED DAMAGES: BOCC and CONTRACTOR recognize that time is of the essence of this Agreement and that BOCC will suffer financial loss if the work is not substantially complete within the time specified in paragraph 2.1 above. They also recognize the delays, expense, and difficulties involved in proving a legal or arbitration proceeding the actual loss suffered by BOCC if the work is not substantially complete on time. Accordingly, instead of requiring such proof, BOCC and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay BOCC One

Hundred dollars (\$100.00) for each day that expires after the time specified in paragraph 2.1 for substantial completion until the work is substantially complete.

Article 4 – Payment procedures

CONTRACTOR shall submit Applications for Payment to the DEVELOPMENT SERVICES DEPARTMENT for processing.

- 4.1 PROGRESS PAYMENTS: MOFFAT COUNTY shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payments as recommended by the DEVELOPMENT SERVICES DEPARTMENT, as provided below and concurrent with Moffat County's payment procedures. All progress payments will be based on the progress of the work measured.
- 4.2 Prior to Substantial Completion, progress payments will be in an amount equal to:
 - 95% of the work completed, and
 - 95% of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.
- 4.3 Upon Substantial Completion, BOCC shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as DEVELOPMENT SERVICES DEPARTMENT shall determine.
- 4.4 FINAL PAYMENT: Upon final completion and acceptance, BOCC shall pay the remainder of the Contract Price as recommended by the DEVELOPMENT SERVICES DEPARTMENT. The final payment shall not be made until after final settlement of this contract has been duly advertised at least ten days prior to such final payment by publication of notice thereof at least twice in a public newspaper of general circulation published in Moffat County, and the Board of County Commissioners has held a public hearing, thereupon and complied with §38-26-107 C.R.S. as amended. Final payment shall be made in accordance with the requirements of previously mentioned statute.

Final Payment shall not become due unless and until the following conditions precedent to Final Payment have been satisfied: (a) Approval and acceptance of Contractor's work by Moffat County; (b) delivery to Moffat County of all manuals, "as-built" drawings, guarantees and warranties for material and equipment furnished by Contractor, or any other documents required by the Contract Documents; (c) furnishing to BOCC satisfactory evidence by Contractor that all labor, material accounts, and subcontractor accounts incurred by contractor in connection with his Work have been paid in full.

- 4.5 If any dispute arises as to the Work performed pursuant to this Agreement or the payment for Work performed pursuant to this Agreement, such dispute must be resolved so far as it is possible in the same year when the Work is performed and money has been appropriated for said Work. If there is no communication or attempt to timely resolve the problem(s) with either the Work or the payment therefor, then BOCC shall no longer be required to pay for said Work and shall be relieved of any and all liability to Contractor for such nonpayment.

Article 5 - Records, Reports, and Information.

At such times and in such forms as the BOCC may require, Contractor shall furnish statements, records, reports, data and information pertaining to matters covered by this Agreement. The Contractor shall maintain its records in accordance with requirements prescribed by the BOCC. Except as otherwise authorized by the BOCC, Contractor shall maintain such records for a period of seven (7) years after receipt of final payment under this Agreement.

Article 6 - Audits and Inspections.

At any time during normal business hours and as often as the BOCC may deem necessary, Contractor shall make its records with respect to matters covered by this Agreement available for examination. The Contractor shall permit the BOCC to audit, examine, and make excerpts from such records and audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this Agreement. The BOCC may call for a certified, independent audit to be performed by a mutually agreed upon auditor.

Article 7 - Independent Contractor.

The Contractor shall perform its duties hereunder 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 required to perform the services detailed in Exhibit A. Such personnel shall not be employees of, nor have any contractual relationship with the BOCC.

- 7.1 Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the work 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 Moffat County, Colorado. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.
- 7.2 None of the services to be performed by Contractor under this Agreement shall be subcontracted or otherwise delegated without the prior written consent of the BOCC. The work subcontracted shall be specified in a written agreement between Contractor and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

Article 8 - No Assignment.

The Contractor and subcontractor(s) hereto shall not assign or transfer any rights in this Agreement without the prior written consent of the BOCC.

Article 9 - Compliance with Laws.

The Contractor shall comply with all applicable federal, state and local laws, ordinances, resolutions, codes and regulations in providing the services detailed in Exhibit A.

Article 10 - Indemnification.

The Contractor agrees to indemnify and hold harmless the BOCC, and its officers, employees and agents, acting officially or otherwise, from any and all claims, demands, damages, and actions of any kind brought by anyone, including attorney's fees, which may arise out of or result from the negligent or willful misconduct of Contractor or its subcontractor(s) in the performance of services as set forth in this Agreement and/or the breach of any condition(s) of this Agreement.

Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC may otherwise be entitled under the provisions of §24-10-101, *et seq.*, C.R.S., as amended.

Article 11 - Insurance.

At all times during the term of this Agreement, 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;

Comprehensive General Liability, including broad form property damage: \$1,000,000.00 per person and \$1,000,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater, and in addition \$1,000,000 aggregate.

Comprehensive Automobile Liability, including all owned, non-owned and hired vehicles: \$1,000,000.00 per person and \$1,000,000.00, per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater;

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 the BOCC and filed with and approved by the Colorado Department of Insurance. **Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion. The BOCC shall be named as an additional insured on Contractor's Comprehensive General Liability Policy. Proof of Workers' Compensation & Employer's Liability and Unemployment Insurance is required. Certificate(s) of insurance and appropriate endorsements required by this Agreement shall be delivered to the BOCC at the time originals of this Agreement, executed by the Contractor, are delivered to the BOCC's Representative, identified below, for execution by the BOCC.** 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 the BOCC.

Article 12 - Document Ownership - Works Made for Hire.

All of the deliverable items, if any, prepared for the BOCC under this Agreement shall belong exclusively to the BOCC and shall be deemed to be "works made for hire" under the copyright laws of the United States. To the extent any of the deliverable items may not, by operation of law or otherwise, be works made for hire, the Contractor hereby assigns to the BOCC the ownership of the copyright in the deliverable items, and the BOCC shall have the right to obtain and hold in its own name, copyrights, registrations, and similar protections.

The Contractor agrees to give the BOCC or its designee all assistance reasonably required to perfect such rights. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to the BOCC an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing materials and derivative works thereof and to authorize others to do any, some, or all of the foregoing.

Article 13 - Inspections, corrections, removal, or acceptance of defective work

13.01 Notice of Defects

A. Prompt notice of all defective Work of which BOCC has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13. Notice shall be hand-delivered, emailed, or sent by US mail at the discretion of the BOCC.

13.02 Acknowledgement of Notice by Contractor

Contractor shall respond to BOCC's notice of defective work within 7 days after receiving such notice.

13.03 BOCC May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, BOCC may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

13.04 Correction or Removal of Defective Work

CONTRACT\FORM DOCS\Purchase of Services Agreement Form

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by BOCC, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages arising out of or relating to such correction or removal.

13.05 Correction Period

A. If within 30 days after the date for time of performance or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the BOCC's property or areas made available for Contractor's use by BOCC is found to be defective, Contractor shall promptly, without cost to BOCC and in accordance with BOCC's written instructions:

1. Correct such defective Work; or
2. if the defective Work has been rejected by BOCC, remove it from the Project, if possible, and replace it with Work that is not defective, and
3. satisfactorily correct or repair or remove and replace any damage to other work, to the work of others, or to BOCC's property.

B. If Contractor does not promptly comply with the terms of BOCC's written instructions, or in an emergency where delay would cause serious risk of loss or damage, BOCC may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages arising out of or relating to such correction or repair or such removal and replacement will be paid by Contractor.

13.06 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, BOCC prefers to accept it, BOCC may do so. Contractor shall pay all claims, costs, losses, and damages attributable to BOCC's evaluation of such defective Work and for the diminished value of the Work. If any such acceptance occurs, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and BOCC shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.

13.07 BOCC May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice of defective Work from BOCC to correct defective Work, or to remove and replace rejected Work as required by BOCC, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, BOCC may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

In the event that the Contractor does not acknowledge notice of defective Work from BOCC, BOCC may refuse to pay whole or any part of any payment owed to contractor to protect BOCC from Loss because:

1. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
2. the Contract Price has been reduced by Change Orders;
3. BOCC has been required to correct defective Work or complete Work in accordance with Paragraph 13.07.

IN THE EVENT THE CONTRACTOR ABANDONS THE WORK OR CEASES TO COMMUNICATE WITH THE BOCC, AND THE CALENDAR YEAR IN WHICH THE BOCC HAS APPROPRIATED FUNDS HAS PASSED, THEN THE BOCC SHALL NOT BE LIABLE TO PAY CONTRACTOR FOR ANY WORK PURSUANT TO THIS AGREEMENT.

Article 14 Termination for Cause.

14.01 If the Contractor or the BOCC fails to fulfill its obligations under this Agreement in a timely and proper manner or violates any of the provisions of this Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement for cause by

giving written notice to the defaulting party of such termination and specifying the effective date of termination. The defaulting party, however, shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Agreement. In the event of default by the Contractor, the BOCC may withhold payments due under Paragraph 4, above, for the purpose of set-off until such time as the exact amount of damages due the BOCC from the Contractor is determined.

14.02

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 14.02.A occur, BOCC may, after giving Contractor seven days written notice of its intent to terminate the services of Contractor:

1. Exclude Contractor from the Site, and take possession of the Work.
2. Incorporate in the Work all materials and equipment stored at the Site or for which BOCC has paid Contractor but which are stored elsewhere; and
3. Complete the Work as BOCC may deem expedient.

C. If BOCC proceeds as provided in Paragraph 14.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages sustained by BOCC arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to BOCC.

D. Notwithstanding Paragraphs 14.02.B and 14.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by BOCC, the termination will not affect any rights or remedies of BOCC against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by BOCC will not release Contractor from liability.

Article 15 - Termination for Convenience.

The BOCC may terminate this Agreement without cause at any time by giving at least thirty (30) days written notice to the Contractor. If this Agreement is terminated for the convenience of BOCC, the Contractor shall be paid for services provided prior to the date of termination.

Article 16 - Conflict of Interest.

During the term of this Agreement, the Contractor shall not perform similar services for persons, firms, or entities, including governmental entities, which have the potential to create a conflict of interest, unless the potential conflict is disclosed to and approved by the BOCC.

Article 17 - Modifications.

This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in a writing executed by the BOCC and the Contractor.

Article 18 - Governing Law.

The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either the BOCC or Contractor institute legal action for enforcement of any obligation contained herein, it is agreed that venue shall be in Moffat County, Colorado.

Article 19 - Severability.

Should any provisions of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Agreement shall remain in full force and effect.

Article 20 - Notices.

Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

BOCC's Representative:

Tony Bohrer
MCBOCC Chair
1198 West Victory Way, Suite 104
Craig, CO 81625
(970) 824-5516

Contractor:

Garvik Construction Inc
PO Box 2257
Basalt, CO 81621
970-629-1361

Article 21 - Headings.

Titles and paragraph divisions are inserted in this Agreement for ease of reference and do not define, limit, or prescribe the scope or intent of the provisions of this Agreement or any part thereof.

Article 22 - Authority.

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

Article 23 - Counterparts and Facsimile Signatures.

This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures of, or on behalf of, the BOCC or the Contractor on this Agreement and any modification hereto shall be effective for all purposes.

Article 24 - Force Majeure.

Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to strikes, riots, war, and acts of God.

Article 25 - Integration of Understanding.

This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations and representations, whether written or oral. Nothing herein shall be deemed to give anyone not a party to this Agreement any right of action against either the BOCC or the Contractor.

IN WITNESS WHEREOF, the BOCC and the Contractor have set their hands and seals.

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

By: _____
Tony Bohrer, Chair

ATTEST:

Clerk to the Board

CONTRACTOR:
Garvik Construction, Inc

By: _____
Quinn Garvik

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024 by _____.

MY COMMISSION EXPIRES: _____

Notary Public

Address of Notary Public



**Delta Dental of Colorado
PO Box 173803
Denver, Colorado 80217**

DELTA DENTAL BENEFITS CONTRACT

The parties of this Contract are MOFFAT COUNTY, herein called the "Group," "Applicant," or "Employer" and Delta Dental of Colorado, herein called "Delta Dental." The attached appendices and riders constitute the entire Contract of the parties and will become binding upon the parties and their respective successors and assigns effective the first day of January, 2024 for a one-year period and for successive one-year periods thereafter unless terminated as herein provided. This Contract is issued and delivered in the state of Colorado, is governed by the laws of Colorado, and is subject to the terms and conditions recited on the subsequent pages of this contract, and may not be changed, altered, or terminated except in accordance with Article VIII, TERMINATION/NONRENEWAL/CONTINUATION of this Contract.

This DECLARATIONS PAGE supersedes any contrary provision of the subsequent sections of this contract.

DECLARATIONS PAGE

Group: MOFFAT COUNTY

Type of Contract: Delta Dental Premier®

Group Number: #11410

Contract Group Effective Date: January 1, 2024

Contract Anniversary Date: January 1st

**SCHEDULE OF BENEFITS
(Who Pays What)**

	*Delta Dental Premier® Provider & Non-Participating Providers
Covered Services	Plan Pays
Diagnostic & Preventive Services	
Oral Exams and Cleanings	100%
X-Rays	
Sealants	
Fluoride Treatment	
Basic Services	
Basic Restorative (Fillings)	80%
Oral Surgery	
Endodontics (Root Canal Therapy)	
Periodontics (Gum Disease Treatment)	
Major Services – 12 Month Waiting Period	
Prosthodontics (Dentures, Bridges)	50%
Special Restorative (Crowns and Onlays)	
Orthodontic Services	
Orthodontics (all ages)	50%

***Important: Non-Participating Providers are allowed to balance-bill. Subscribers and/or Dependents are responsible for the difference between the Non-Participating Maximum Plan Allowance and the full fee charged by the Provider.**

Age

Type	Age Limit	Coverage Thru
Dependent Child	26	Month

Deductible (January 1st–December 31st)

Class	Type	*Network	Amount
All Covered Classes Except D&P and Ortho	Individual coverage amount	Premier & Non-Participating	\$50
All Covered Classes Except D&P and Ortho	Family coverage amount	Premier & Non-Participating	\$150

Annual Maximum (January 1st–December 31st)

Class	Type	*Network	Amount
All Covered Classes Except Ortho	Individual coverage amount	Premier & Non-Participating	\$2000
Orthodontic Classes	Individual Lifetime	Premier & Non-Participating	\$750

***There is only one annual maximum. It will be combined among Premier and Non-Participating Providers.**

Enrollment Type

The enrollment type is Open Enrollment. Open Enrollment means a period of time each Contract Year occurring prior to the anniversary date during which eligible individuals may choose to enroll themselves and/or their eligible Dependents in the Plan, or change from one coverage option to another if the Contract issued to the Group permits them to do so. Coverage will become effective on the Group's anniversary date.

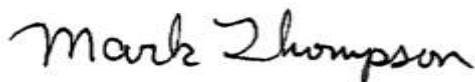
Where two individuals who are spouses and are both eligible for coverage under this contract, they may be enrolled together or separately, but not both. Dependent children may only be enrolled under one parent. The term spouse includes a civil union partner or a domestic partner.

Rate Coverage

Coverage Tier	Admin Fee
PER MONTH PER SUBSCRIBER	\$ 6.04

This Service Fee is contingent upon total enrollment of all eligible primary subscribers, in accordance with the eligibility provisions in Article I. Should enrollment vary by 10% or more, Delta Dental reserves the right to recalculate the Service Fee based upon actual enrollment. The change in Service Fee would not become effective until the next contract anniversary. If a recalculation becomes necessary, multiple-year contracts will be replaced with a new agreement based upon the new enrollment.

The Service Fee is due the 15th day of the following month for the Weekly, and as further described in Article VII. The Monthly Claims Reimbursement and Admin fees are Due on the 15th of the following month and as further described in Article VII.

Riders or Appendices Attached**Countersigned:****Delta Dental of Colorado**

Signature

January 8, 2024

Date

Accepted:**MOFFAT COUNTY - #11410**

Signature

Date

Delta Dental of Colorado Group Dental Plan

CONTACT US

**Visit Delta Dental's Website:
www.deltadentalco.com**

You can search for a Provider, download a claim form, or access other personal account information.

**Delta Dental of Colorado
PO Box 173803
Denver, CO 80217**

**Customer Service:
1-800-610-0201
customer_service@ddpco.com**

TABLE OF CONTENTS

ARTICLE I. ELIGIBILITY..... 2

ARTICLE II. HOW TO ACCESS YOUR SERVICES AND OBTAIN APPROVAL OF BENEFITS 4

ARTICLE III. BENEFITS AND COVERAGE 5

ARTICLE IV. LIMITATIONS/EXCLUSIONS 11

ARTICLE V. MEMBER PAYMENT RESPONSIBILITY 14

ARTICLE VI. CLAIMS PROCEDURE 14

ARTICLE VII. GENERAL POLICY PROVISIONS..... 19

ARTICLE VIII. TERMINATION/NONRENEWAL/CONTINUATION..... 22

ARTICLE IX APPEALS AND COMPLAINTS 26

ARTICLE X. INFORMATION ON POLICY AND RATE CHANGES 27

ARTICLE XI. DEFINITIONS..... 28

ARTICLE I. ELIGIBILITY

1.01 ELIGIBILITY. Subject to eligibility rules set forth in Section 1.02 below and/or on the Declarations Page. They may also enroll during an Open Enrollment period if offered by the employer.

- a) **BECOMING COVERED.** Delta Dental must receive enrollment data for each Subscriber in a format acceptable to Delta Dental. The enrollment data must be received within 31 days of a Subscriber or Dependent's enrollment. The enrollment data must include the Subscriber's address, gender, social security number, date of birth, and member effective date. If the Subscriber chooses to enroll Dependents, each Dependent's name (including surname if different from Subscriber's), relationship to the Subscriber, address, gender, Social Security number, and date of birth must be submitted.
- A Subscriber not enrolled in the Plan may not enroll Dependents.
- b) **ENROLLMENT TYPE.** The Group's enrollment type is Open Enrollment. A Subscriber who fails to enroll within the period described in Article I, Section 1.01(a) may enroll at the next Open Enrollment.
- c) **MAINTAINING COVERAGE.** The Group will give Delta Dental a list of any Plan additions, changes, or terminations on or before the first day of each month. Delta Dental is not required to provide Benefits for a Subscriber or Dependent not on the list or for whom the monthly Premium is not paid.

1.02 SUBSCRIBER ELIGIBILITY (OPEN ENROLLMENT). Subscribers may enroll within 31 days of the date they first become eligible.

- a) Eligible Subscribers who do not enroll as described above may enroll during Open Enrollment. Eligible Subscribers who enroll and later drop the Plan may enroll only during Open Enrollment.
- b) Eligible Subscribers who lose coverage through another source may enroll with proof of loss. (Loss of coverage is defined as loss due to death, divorce, job loss, or termination of benefits by the employer.) They must enroll within 31 days of the loss of coverage.

1.03 DEPENDENT ELIGIBILITY (OPEN ENROLLMENT). Dependents of an eligible Subscriber may enroll within 31 days of the following:

- The date the Subscriber becomes eligible to enroll. The effective date is that of the Subscriber.
- New Dependents must be enrolled within 31 days and will be covered the first of the following month. Newborns and adopted children will be covered on the date of birth or date of placement for adoption.
- The date the Contract is amended to provide Dependent coverage. The Plan becomes effective on the first day of the month following this change.

- a) New Dependents must be added within 31 days. If not added during this time, the Dependent can be added during the Open Enrollment period.
- b) Eligible Dependents who do not enroll as described above may enroll only during the Open Enrollment period. Dependents who enroll and later drop the Plan may enroll only during Open Enrollment.
- c) Eligible Dependents who lose coverage through another source may enroll with proof of loss. (Loss of coverage is defined as loss due to death, divorce, loss of job, or termination of benefits by the employer.) They must enroll within 31 days of the loss.

1.04 TERMINATION OF COVERAGE. A Member's Plan will terminate at the earliest of:

- The date Delta Dental receives a written request to cancel;
- The date the Subscriber is not eligible for coverage;
- The date the Contract terminates;
- The end of the period for which Premium is paid;
- The date the Member enters full-time military service of any country; or
- As to any Dependent, the date the person no longer qualifies as a Dependent.

Delta Dental must be notified within 60 days if a Member is no longer eligible.

Family and Medical Leave ACT (FMLA)

If coverage ends during an employer-approved FMLA leave, coverage may be reinstated upon return to work within the terms of the FMLA leave. Pre-existing conditions, limitations, and other waiting periods will not be imposed unless they were in effect for the Subscriber and/or his or her Dependents when coverage terminated.

1.05 INVOLUNTARY LOSS OF COVERAGE DUE TO STRIKE, LEAVE OF ABSENCE, OR LAYOFF. If a Subscriber loses coverage due to strike, layoff, or leave of absence and returns to work within six months, he may re-enroll on the first day of the month after his return to work. If the absence exceeds six months, he will be treated as a new Subscriber. Contract provisions relating to the Deductible, Coinsurance, Contract Year Maximum, and Waiting Periods, if any, will apply as to new coverage. The following exception applies:

Delta Dental of Colorado complies with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Subscribers called to active duty may enroll as if there had been no leave of absence if they are still in an Eligible Class of Subscriber when they return to work. USERRA allows Subscribers to elect continuation of coverage when coverage would terminate due to an absence to serve in the uniformed services.

Services received by a person who is not eligible due to leave of absence are not covered unless the person elects continued coverage as provided in Article VIII or according to USERRA where applicable.

- 1.06 INVOLUNTARY LOSS OF “OTHER COVERAGE.”** A person who loses dental coverage from another source will be allowed to enroll with proof of the loss. (Loss of coverage is defined as loss due to death, divorce, loss of job, or termination of benefits by the employer.) The person must enroll within 31 days of the loss. Coverage will begin the first day of the month following enrollment.
- 1.07 VOLUNTARY TERMINATION OF COVERAGE (OPEN ENROLLMENT).** A Subscriber who cancels their Plan may only re-enroll at the next Open Enrollment.
- 1.08 REVIEW OF RECORDS.** Applicant will permit Delta Dental, with advance written notice, to inspect records of Applicant in order to confirm the lists of Members prepared by Applicant. Delta Dental may verify Applicant's compliance with Article VII. Delta Dental may use auditors or other agents for this purpose.

ARTICLE II. HOW TO ACCESS YOUR SERVICES AND OBTAIN APPROVAL OF BENEFITS

- 2.01 PARTICIPATING PROVIDERS.** Delta Dental will make reasonable efforts to provide Applicant a list of Participating Providers. The list may be provided in different formats. The Providers may change from time to time, and Delta Dental reserves the right to change the list without prior notice to the Applicant.

Neither Delta Dental nor Applicant is liable for any act or omission by Providers or their agents or employees who provide or contract to provide dental Services under this Contract. Providers who participate with Delta Dental are independent contractors. They are neither agents nor employees of Delta Dental. Nor is Delta Dental an agent or employee of any Participating Provider. Delta Dental will not be responsible for any claim or demand for damages arising out of any injuries suffered by a Member while receiving care from any Participating Provider or in any Participating Provider's facilities.

- 2.02 HOW TO FIND A PROVIDER.** There are two easy ways for Members to find out if a Provider is a Delta Dental PPO or Premier Participating Provider.
- **Visit our website at www.deltadentalco.com** or
 - **Phone our automated call center** at 1-800-610-0201.

The network is subject to change. Please check on the status of your Provider before your next treatment.

- 2.03 AVAILABILITY OF PROVIDER.** A Member may elect the Service of any licensed Provider, but neither Delta Dental nor Applicant guarantees the availability of any Provider.
- 2.04 APPROVAL OF BENEFITS.** Members need not obtain approval before being treated. Before starting treatment that may cost \$400 or more, Members should request an estimate from Delta Dental. Pre-treatment estimates are not required.

**ARTICLE III. BENEFITS AND COVERAGE
(What is Covered)**

Subject to the limitations and exclusions included in this Contract, the Completed dental Services are Benefits when provided by a Provider (or other person legally permitted to perform such Services by authority of license) and are determined under the standards of generally accepted dental practice to be Necessary and appropriate. Benefits will be determined based on the terms of this Contract and Delta Dental's processing policies.

DIAGNOSTIC & PREVENTIVE SERVICES

Diagnostic: Certain services performed to assist the Provider in evaluating the existing conditions and determining the dental care required.

Preventive: Certain services performed to prevent the occurrence of dental abnormalities or disease.

PROCEDURE	BENEFIT DESCRIPTION
Oral Exam (all exam types, except Limited Oral Exam — Problem Focused)	Two exams in a calendar year are covered. There is no separate benefit for diagnosis, treatment planning, or consultation by the treating Provider.
Limited Oral Exam — Problem Focused	Two limited exams in a calendar year are covered (in addition to Oral Exams).
Bitewing X-rays	Covered twice in a calendar year or limited to the allowance for a full-mouth survey. Not separately benefited 6 months after full-mouth survey. Limit two bitewing images for patients under age 10.
Full-mouth Survey or Panoramic X-ray	Covered once in a 36-month period.
Individual Periapical X-rays Intraoral Occlusal X-rays	Limited to the allowance for a full-mouth survey.
Dental Cleaning	Two cleanings in a calendar year are covered unless documentation of special need is provided. For those with documentation, 2 additional cleanings (or any procedure that includes cleaning) will be provided during a calendar year. An adult cleaning is not covered for persons under the age of 14.
Sealants or Preventive Resin Restoration	Covered one time per tooth in a 3 calendar years. Allowed for the occlusal (chewing) surface of decay-free unrestored permanent molars. Covered for Dependent Children through age 14. There is no separate benefit for preparation of the tooth or any other procedure associated with the sealant application.
Fluoride Treatment	Covered twice in a calendar year for Dependent Children through age 17.
Caries Risk Assessment	Covered once in a calendar year. Not covered under age 3.
Space Maintainer	Covered once per tooth in 3 calendar years. Covered for Dependent children through age 13 to maintain space left by prematurely lost baby back teeth.

Palliative Treatment	Covered as a separate benefit only if no other service is provided during the visit except an exam and/or X-rays.
Oral Pathology Lab Procedures	Covered with a pathology report.

BASIC SERVICES

Basic Restorative: Fillings and preformed shell crowns, for treatment of tooth decay that results in visible destruction of hard tooth structure or loss of tooth structure due to fracture.

PROCEDURE	BENEFIT DESCRIPTION
Amalgam Fillings (silver fillings) and Composite Resin (white plastic) Fillings	Multiple fillings on one surface will be paid as a single filling. Replacement of an existing filling is allowed if at least 12 months have passed since the existing filling was placed. Composite resin fillings on back teeth will be covered up to the cost of an amalgam filling.
Interim Therapeutic Restoration	Covered once per tooth per lifetime for baby teeth.
Protective Filling	Covered once per 12-month period per tooth for emergency relief of pain if no other restorative service is performed on the same tooth on the same date.
Pin Retention	Covered with a basic (amalgam or composite) filling. A benefit one time per filling.
Stainless Steel Crowns Resin Crowns	Covered once per 12-month period per tooth when that tooth cannot be restored by a filling.

BASIC — ENDODONTIC SERVICES

Endodontic: Certain services for treatment of non-vital tooth pulp resulting from disease or trauma.

Therapeutic Pulpotomy	Covered once per tooth per lifetime for baby teeth.
Root Canal Therapy	Covered once per tooth. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
Repeat Root Canal Therapy	Covered if at least 24 months have passed since the first root canal procedure on the same tooth was performed. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
Apexification/Recalcification (apical closure/calcific repair of perforations, root resorption, etc.)	Covered once per tooth per lifetime. A course of treatment includes initial, interim, and final visits. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
Apicoectomy	Covered once per root per 24 months. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.

Retrograde Filling (per root)	Covered once per root per 24-month period. Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
Root Amputation (per root)	Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.
Hemisection (includes any root removal)	Includes working and final X-rays, cultures, tests, local anesthesia, and routine follow-up care.

BASIC — PERIODONTIC SERVICES

Periodontic: Certain services for treatment of gum tissue and bone supporting teeth.

Periodontal Scaling and Root Planing — Per Quadrant	Covered once per quadrant per 24-month period. If less than a full quadrant meets criteria for coverage, benefits will be based on the fee for a partial quadrant.
Periodontal Maintenance Procedures Following Active Therapy	Periodontal maintenance procedures, in combination with adult and Dependent Child cleanings or scaling in the presence of gingival inflammation procedures, are limited to four in a calendar year.
Crown Lengthening — Hard Tissue, by Report	Included when performed on the same date as surgery to bone structures, crown preparation, or other restoration. Benefits are based on clinical review and limited to once in 36 months.
Osseous Surgery, Gingivectomy, Gingival Flap Procedure, Guided Tissue Regeneration (includes surgery and re-entry), Pedicle Soft Tissue Graft, Free Soft Tissue including donor site	Periodontal surgical procedures are covered once per quadrant per 36-month period. If less than a full quadrant is treated, benefits will be based on the fee for a partial quadrant. Includes local anesthesia and routine post-operative care. Benefits are based on clinical review.

BASIC — ORAL SURGERY SERVICES

Oral Surgery: Extractions and certain other surgical services and associated covered anesthesia and/or related covered services.

Extractions — Coronal Remnants Deciduous Tooth, Erupted Tooth, Exposed Root, Surgical Extractions of Teeth or Tooth Roots	Includes local anesthesia and routine post-operative care.
Oral Surgery Services	Includes but not limited to fistula closure, sinus perforation closure, tooth reimplantation, surgical access to expose teeth, biopsies, soft-tissue lesion removal, excision of bone tissue, excision of hyperplastic gum tissue, surgical incisions, and cyst removal. Includes local anesthesia and routine post-operative care. Benefits are based on clinical review.
Alveoloplasty	Included when performed on the same date as extractions and includes local anesthesia and routine post-operative care.

BASIC — PAIN MANAGEMENT SERVICES

General Anesthesia, Analgesia (Nitrous Oxide), I.V. Sedation	Only one type of anesthesia procedure per date of service is allowed as a separate benefit when provided for covered Oral Surgery procedures.
---	---

MAJOR — ADJUSTMENT AND REPAIR SERVICES

PROCEDURE	BENEFIT DESCRIPTION
Re-cement Crowns, Inlays, and Onlays	Covered after six months from initial insertion and once per lifetime per Provider/Provider’s office.
Repairs to Crowns	Benefits based on clinical review.
Re-cement Fixed Bridges	Covered after six months from initial insertion of fixed bridge and once per lifetime per Provider/Provider’s office.
Repairs to Fixed Bridges	Benefits based on clinical review.

MAJOR — DENTURE ADJUSTMENT, REPAIR, RELINE, AND REBASE SERVICES

Denture Adjustments	Covered after six months from the insertion of the full or partial denture, and then not more than two adjustments per appliance per 12-month period.
Repairs to Full and Partial Dentures	Covered after six months from the insertion of the full or partial appliance.
Tissue Conditioning per Denture	Covered twice per 36-month period per appliance.
Relining Dentures or Rebased Dentures	Relining or rebasing is covered at least six months after the initial insertion of a full or partial denture and then not more than once per 36-month period per appliance.

MAJOR — INLAY, ONLAY, VENEER, AND CROWN SERVICES

Special Restorative: Buildups (which may or may not include a post) and laboratory-processed restorations (crowns, onlays, veneers) for treatment of tooth decay that results in visible destruction of hard tooth structure or loss of tooth structure due to fracture, which cannot be restored with amalgam or composite restorations.

Inlays	An Alternate Benefit allowance for an amalgam filling will be made for the same number of surfaces. Any difference in fee is chargeable to the patient. It will be covered at the amalgam filling allowance only if 60 months have passed since the last placement. Not covered for Dependent children under age 12.
Onlays, Crowns (single unit), Veneers	Covered once per 60-month period for the same tooth. Not covered under age 12. Benefits based on clinical review.
Core (Crown) Buildup including any Pins, Post and Core	Covered when needed to retain a special restorative service or prosthodontic service and only when need is due to extensive loss of tooth structure caused by decay or fracture. Post and core is covered only for endodontically treated teeth. Covered only if 60 months have passed since the last buildup or post and core procedure for the same tooth. Not covered for Dependent children under age 12. Benefits based on clinical review.

MAJOR — PROSTHODONTIC SERVICES

Prosthodontics: Services for construction or repair of fixed partial dentures (bridges), cast or acrylic removable partial dentures, acrylic complete dentures, and removable temporary partial dentures, crowns over implants, and fixed partial dentures (bridges) over implants to replace completely extracted or avulsed natural teeth.

Fixed Bridges	Covered once per 60-month period per individual unit and only if 60 months have passed since the last special restorative, prosthodontic, or implant benefit for the same tooth/teeth. Not covered for Dependent children under age 16.
Crown Over Implants, Fixed Partial Denture (Bridge) Over Implants	Covered once per 60 month period for restorations involving the same tooth/teeth. This limitation includes any prior Major or Prosthodontic benefits for the same tooth. Not covered for Dependent children under age 16.
Full or Partial Denture Over Implants	An Alternate Benefit Allowance for a standard cast or acrylic removable partial denture or acrylic complete denture will be made for the same arch appliance and is covered once per 60 month period per arch. Any difference in fee is chargeable to

	the patient. Not covered for Dependent children under age 16.
Full Dentures	Covered once per 60-month period per arch. Not covered within 60 months of benefit for a partial denture in the same arch. Personalized denture procedures, overdentures, or associated procedures are not covered.
Partial Dentures	Covered once per 60-month period per arch. Includes any clasps and rests and all teeth. Metal-based partial dentures are not covered under age 16.
Temporary Removable Partial Dentures	Payable for children 16 years of age or under for missing anterior permanent teeth.
Occlusal Guard	Covered once per 36-month period for bruxism (grinding).

ORTHODONTIC SERVICES

PROCEDURE	BENEFIT DESCRIPTION
Orthodontic Treatment	Orthodontics are defined as the services provided by a licensed Provider involving orthognathic surgery or appliance therapy for movement of teeth and post-treatment retention for treatment of malalignment of teeth and/or jaws including any related interceptive services.
Limitations on Orthodontic Benefits	<p>a) No benefits will be provided for:</p> <ul style="list-style-type: none"> • Replacement or repair of appliances. • Orthodontic care provided in the treatment of periodontal cases or cases involving treatment or repositioning of the temporomandibular joint or related conditions. <p>b) Periodic orthodontic payments will end upon termination of treatment for any reason prior to completion of the case or upon termination of the covered person’s eligibility.</p> <p>c) The initial orthodontic benefit payment for a comprehensive treatment plan of 13 months or more will be made in two payments. The first payment will be issued at time of banding or insertion. The second payment will be issued 12 months later. The final payment will be reduced by any other orthodontic benefits issued that applied to the orthodontic plan maximum. Only members eligible in the plan 12 months after initial banding or insertion will receive the final payment.</p> <p>d) The orthodontic payment benefit for treatment plans 12 months or less will be made in one payment at time of banding or insertion. This payment will be reduced by any other orthodontic benefits issued that applied to the plan’s orthodontic maximum.</p> <p>e) For comprehensive orthodontic treatment in progress that began prior to eligibility in the plan, periodic payments will be reduced using applicable processing policies.</p>

ARTICLE IV. LIMITATIONS/EXCLUSIONS
(What is Not Covered and Pre-Existing Conditions)

LIMITATIONS

- a) Alternate Benefits — Often more than one service or supply can be used for treatment. In deciding the amount allowed on a claim, plan will consider other materials and methods of treatment. Payment will be limited to the Covered Amount for the least costly covered service that meets accepted standards of dental care as determined by Delta Dental. The covered person and their Provider may decide on a more costly treatment. Delta Dental will pay toward the cost of the selected procedure using the Coinsurance level shown on the Schedule of Benefits. Payment will be limited to the Covered Amount for the least costly treatment. **Only covered services are eligible to receive alternate benefits.**
- b) Temporary services will be covered as part of the final service. The benefit allowed for such service and the final service is limited to the benefit allowed for the final service.
- c) Plan will pay procedures performed at the same time and as part of a primary procedure at the amount allowed for the primary procedure.
- d) Services are covered when provided by a person legally permitted to perform such services and are determined to be necessary and appropriate. Benefits will be based on the terms of this plan and Delta Dental's Processing Policies, even if no monies are paid.
- e) Pre- and post-operative procedures are considered part of any associated covered service. Benefit will be limited to the Covered Amount for the covered service.
- f) Local anesthesia is considered part of any associated covered service. Benefit will be limited to the Covered Amount for the covered service.
- g) The Covered Amount for a covered service Started but not Completed will be limited to the amount determined by Delta Dental.
- h) Allowance for an assistant surgeon, when determined by Delta Dental to be a covered service, will not exceed 20% of the surgeon's fee for the same covered service.
- i) Services related to another category of covered services may be covered at the same percentage as the related category of covered services.
- j) Covered services will not be compensated when delivered in response to injuries or conditions that are covered under worker's compensation or employer's liability laws.
- k) Covered services will not be compensated when provided by any federal or state agency.
- l) Covered services provided without cost by any city, county, or other political subdivision will not be compensated.
- m) Covered services for which the person would not have to pay if not insured—such as those delivered to a family member or employee of the Provider—will not be compensated.
- n) Any covered service Started when the person was not covered under this contract will not be compensated. This includes any service Started during an applicable waiting period.
- o) Any covered service provided primarily for cosmetic purposes will not be compensated, except where an Alternate Benefit will be provided as set forth in this contract.
- p) Porcelain or resin fused to metal onlays or inlays after the first molar are considered cosmetic. The allowance will be limited to the least costly covered service that meets accepted standards of dental care as determined by Delta Dental, and the patient is responsible for the remainder of the Provider's approved fee.
- q) Covered services to treat tooth structure lost from wear, erosion, attrition, abrasion, or abfraction will not be compensated.
- r) Covered services will not be compensated when delivered as a result of improper alignment, occlusion, or contour.

- s) Covered services related to periodontal stabilization of teeth (splinting) will not be compensated.
- t) Covered services will not be compensated when the patient's oral health will not improve due to an underlying condition.
- u) Covered services will not be compensated when provided in anticipation of future need (**except** covered preventive services).
- v) Covered services for grafting procedures will not be compensated when completed in the mouth where teeth are not present.
- w) Covered services for grafts of tissues from outside the mouth into the mouth will not be compensated.
- x) Covered services not performed in accordance with Colorado state law will not be compensated.
- y) Covered services will not be compensated if administered by any person other than a person licensed to perform them.
- z) Covered services to treat any condition, other than an oral or dental disease, abnormality, or condition will not be compensated.
- aa) Covered services to replace lost, stolen, or damaged items will not be compensated.
- bb) Covered services to repair items altered by someone other than a Provider will not be compensated.
- cc) Covered services for which charges would not have been made but for this coverage, except for services as provided under Medicaid, will not be compensated.
- dd) Covered services will not be compensated when delivered as a result of self-injury.
- ee) Covered Services for any grafting procedure when done in the same site as a tooth extraction, apicoectomy, or hemisection (except bone grafting specific to implant placement if noted in covered services) will not be compensated.
- ff) Covered Services for bone graft, biologic materials, tissue regeneration with periradicular surgery and any related services will not be compensated.
- gg) Covered services provided for treatment of teeth retained in relation to an overdenture will not be compensated.
- hh) Any prosthodontic service provided within 60 months of special restorative services involving the same teeth will not be compensated.
- ii) Any special restorative service provided within 60 months of fixed prosthodontic services involving the same teeth will not be compensated.
- jj) Fixed and removable prosthodontic appliances (bridges and partials) will not be compensated in the same arch except when the fixed denture (bridge) replaces front teeth.

EXCLUSIONS

- a) Athletic mouth guards, sleep apnea appliance, and jaw-function services, bite registration or analysis, or any related services.
- b) Conscious sedation and other patient management services.
- c) Charges for prescribed drugs.
- d) Any Experimental or Investigational treatment.
- e) Hospital costs or any charges for use of any facility.
- f) House/extended care facility call, hospital, or ambulatory surgical center call.
- g) Interim complete dentures.
- h) Implant/abutment supported interim fixed denture for edentulous arch.
- i) Therapy for speech or the function of the tongue or face.
- j) Coping used as a definitive restoration.
- k) Anatomical crown exposure and any related services.
- l) Pulpal regeneration and any related services.
- m) Connector bar or pediatric partial denture and any related services.
- n) Any orthodontic services not specifically included in Covered Services, above.
- o) Treatment of any temporomandibular joint (TMJ) problems, including facial pain or any related conditions. Any related diagnostic, preventive, or treatment services.
- p) Tomographic survey.
- q) 3D photographic images.
- r) Image capture and/or interpretation for cone beam, MRI, ultrasound, sailoendoscopy.
- s) Implant index.
- t) Sample collection.
- u) Any vestibuloplasty.
- v) Any maxillofacial prosthetics services.
- w) Any surgical repositioning of teeth, osteoplasty, osteotomy, LeFort procedures.
- x) Any complicated suturing and reconstruction services.
- y) Any transplantation or re-implantation services.
- z) Any placement of temporary anchorage device.
- aa) Any harvest of bone.
- bb) Any corticotomy.
- cc) Precision attachment and any related services.
- dd) Repair or reline of occlusal guard, sleep apnea appliance and any other related services.
- ee) Teaching services.
- ff) Completion of forms. Providing diagnostic information. Copying of records. Sales tax. Translation services.
- gg) Missed/cancelled appointment charges.
- hh) Preventive and plaque-control programs, including home care items.
- ii) Provisional splinting.
- jj) Internal and external bleaching.
- kk) Any services not included in Covered Services.

ARTICLE V. MEMBER PAYMENT RESPONSIBILITY

To receive any benefits under This Plan, a Member must pay Deductibles and Coinsurance. Members will also be responsible for paying amounts above the annual maximum, Service-related maximums, and all charges for Services not covered under This Plan. Members may also be responsible for some part of the premium as determined by the Group.

ARTICLE VI. CLAIMS PROCEDURE (How to File a Claim)

- 6.01 PAYMENT OF CLAIMS.** Covered Services will not include, and payment will not be made for claims for dental Services not listed in this Contract and any appendix, amendment, or rider. Claims submitted to Delta Dental must use terms of the American Dental Association Current Dental Terminology (Code on Dental Procedures and Nomenclature).
- 6.02 PRE-TREATMENT ESTIMATE.** Before beginning a course of treatment, a description of that course of treatment may be submitted to Delta Dental. Delta Dental will provide an estimate of the benefits for the planned course of treatment. Delta Dental does not require pre-treatment estimates. However, Delta Dental offers this Service in order to allow for treatment planning.
- 6.03 CLAIMS FROM NON-PARTICIPATING PROVIDERS.** Payment for Completed Covered Services from a Non-Participating Provider will be based on the Non-Participating Maximum Plan Allowance. The Member will be responsible for the difference between any Plan reimbursement and the full cost of Service.
- 6.04 CLAIMS FROM PARTICIPATING PROVIDERS.** Payment for Completed Covered Services provided by a Participating Provider will be made directly to the Provider. For Covered Services, Members do not have to pay any amount above what Delta Dental allows. For PPO Participating Providers, the amount Delta Dental allows is set forth in the PPO Schedule of Allowances. For Premier Participating Providers, the amount Delta Dental allows is the Premier Maximum Plan Allowance. If the Participating Provider charges more for a Service than Delta Dental allows, that amount is not chargeable to the patient.
- 6.05 TIME FRAME FOR SUBMISSION OF CLAIM.** Delta Dental will not pay claims submitted more than 12 months after the date the Service is Completed. If a Participating Provider failed to submit a claim within this time, the Member will not be liable for the amount that Delta Dental would have paid.
- 6.06 COORDINATION OF BENEFITS.** This coordination of benefits (COB) provision applies when a person has health care coverage under more than one Plan. Plan is defined below.

The order-of-benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans do not exceed 100% of the total Allowable Expense.

6.06.01 DEFINITIONS. Coordination of Benefits means taking into account other Plans when paying Benefits.

Allowable Expense is a health care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any Plan covering a Member. When a Plan provides benefits in the form of Services, the reasonable cash value of each Service will be considered an Allowable Expense and a Benefit paid. An expense that is not covered by any Plan covering the Member is not an Allowable Expense. In addition, any expense that a Provider by law or in accordance with a contractual agreement is prohibited from charging a Member is not an Allowable Expense.

The following are examples of expenses that are not Allowable Expenses:

- (1) If a Member is covered by two or more Plans that compute their Benefit payments on the basis of a relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.
- (2) If a Member is covered by two or more Plans that provide Benefits or Services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.
- (3) If a Member is covered by one Plan that calculates its Benefits or Services on the basis of a relative value schedule reimbursement methodology or other similar reimbursement methodology and another Plan that provides its Benefits or Services on the basis of negotiated fees, the primary Plan's payment arrangement shall be the Allowable Expense for all Plans. However, if the provider has contracted with the Secondary Plan to provide the Benefit or Service for a specific negotiated fee or payment amount that is different than the primary Plan's payment arrangement and if the Provider's contract permits, the negotiated fee or payment shall be the Allowable Expense used by the Secondary Plan to determine its benefits.
- (4) The amount of any benefit reduction by the Primary Plan because a covered Member has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of Plan provisions include second surgical opinions, precertification of admissions, and preferred Provider arrangements.

Claim Determination Period is usually a calendar year, but a Plan may use some other period of time that fits the coverage of the group contract. A person is covered by a Plan during a portion of a Claim Determination Period if that person's coverage starts or ends during the Claim Determination Period. However, it does not include any part of a year during which a person has no coverage under This Plan or before the date this COB provision or a similar provision takes effect.

Closed-panel Plan is a Plan that provides health benefits to covered persons primarily in the form of Services through a panel of Providers that have contracted with either directly or indirectly or are employed by the Plan and that limits or excludes Benefits for Services.

Custodial Parent means a parent awarded primary custody by a court decree. In the absence of a court decree, it is the parent with whom the child resides more than one half of the calendar year without regard to any temporary visitation.

Order-of-benefit Determination Rules determine whether This Plan is a Primary Plan or Secondary Plan when the person has coverage under more than one Plan.

When This Plan is Primary, its benefits are determined before those of any other Plan and without considering any other Plan's Benefits. When This Plan is Secondary, its benefits are determined after those of another Plan and may be reduced because of the Primary Plan's benefits, so that all Plan Benefits do not exceed 100% of the total Allowable Expense.

Plan means a Plan that provides Benefits or Services for dental care on a group basis. This includes group and blanket insurance, self-insured and prepaid Plans, automobile fault or no-fault insurance, and government Plans (except Medicaid).

Primary Coverage means coverage that must pay first. The Primary Plan must pay up to its full liability.

Secondary Coverage means coverage that pays a claim after the Primary Plan pays.

This Plan means, in a COB provision, the part of the contract providing the health care Benefits to which the COB provision applies, and which may be reduced because of the Benefits of other Plans. Any other part of the contract providing health care Benefits is separate from This Plan. A contract may apply one COB provision to certain Benefits, such as dental Benefits, coordinating only with similar Benefits, and may apply another COB provision to coordinate other Benefits.

6.06.02 WHEN COORDINATION OF BENEFITS APPLIES.

Coordination of Benefits applies when a Member is covered under more than one Plan. The Benefits of This Plan will be coordinated with the other Plan(s).

6.06.03 RULES FOR COORDINATION OF BENEFITS.

The rules for the order of payment are shown below.

- a) The Primary Plan pays or provides its Benefits according to its terms of coverage and without regard to the benefits under any other Plan.
- b) (1) Except as provided in paragraph (2), a Plan that does not contain a Coordination of Benefits provision that is consistent with these rules is always primary unless the provisions of both Plans state that the complying Plan is primary.

(2) Coverage that is obtained by virtue of membership in a group and designed to supplement part of the basic package of Benefits may provide supplementary coverage that shall be in excess of any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed-panel Plan to provide out-of-network benefits.

- c) A Plan may consider the Benefits paid or provided by another Plan in determining its Benefits only when it is secondary to that other Plan.
- d) Each Plan determines its order of benefits using the first of the following rules that apply:

(1) Non-Dependent or Dependent. The Plan that covers the person other than as a Dependent, for example as an employee, Member, Subscriber, or retiree is the Primary Plan, and the plan that covers the person as a Dependent is the Secondary Plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a Dependent; and primary to the Plan covering the person as other than a Dependent (e.g., a retired employee), then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, Member, Subscriber, or retiree is the Secondary Plan and the other Plan is the Primary Plan.

(2) Dependent Child Covered Under More Than One Plan. Unless there is a court decree stating otherwise, when a Dependent child is covered by more than one Plan, the order of benefits is determined as follows:

(A) For a Dependent child whose parents are married or are living together, whether or not they have ever been married:

(i) The Plan of the parent whose birthday (month and day) falls earlier in the calendar year is the Primary Plan; or

(ii) If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.

(B) For a Dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:

(i) If a court decree states that one of the parents is responsible for the Dependent child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to Plan years commencing after the Plan is given notice of the court decree;

(ii) If a court decree states that both parents are responsible for the Dependent child's health care expenses or health care coverage, the provisions of Subparagraph (a) above shall determine the order of benefits;

(iii) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the Dependent child, the provisions of Subparagraph (a) above shall determine the order of benefits; or

(iv) If there is no court decree allocating responsibility for the Dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:

- The Plan covering the custodial parent;
- The Plan covering the spouse of the custodial parent;
- The Plan covering the non-custodial parent; and then
- The Plan covering the spouse of the non-custodial parent.

(C) For a Dependent child covered under more than one Plan of individuals who are not the parents of the child, the provisions of Subparagraph (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the child.

(3) Active Employee or Retired or Laid-off Employee. The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan covering that same person as a retired or laid-off employee is the Secondary Plan. The same would hold true if a person is a Dependent of an active employee and that same person is a Dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D.(1) can determine the order of benefits.

(4) COBRA or State Continuation Coverage. If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, Member, Subscriber, or retiree or covering the person as a Dependent of an employee, Member, Subscriber, or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D.(1) can determine the order of benefits.

(5) Longer or Shorter Length of Coverage. The Plan that covered the person as an employee, Member, policyholder, Subscriber, or retiree longer is the Primary Plan and the Plan that covered the person the shorter period of time is the Secondary Plan.

(6) If the preceding rules do not determine the order of benefits, the Allowable Expenses shall be shared equally between the Plans meeting the definition of Plan.

ARTICLE VII. GENERAL POLICY PROVISIONS

7.01 RIGHT TO INFORMATION AND RECORDS. Delta Dental may receive records related to the treatment of a Member from any Provider. Delta Dental may require a Member to be examined by a dental consultant retained by Delta Dental. Delta Dental will maintain records in a confidential manner in accordance with federal and state law.

7.02 CLAIMS REIMBURSEMENT

Weekly: Payments are drafted every Wednesday for weekly claims and final claims are drafted on the first business day of the following month. One exception is the last week of the month Delta Dental will bill on the last day of the month instead of Tuesday and draft on the first business day of the next month. Monthly administrative fees will be drafted on the 15th of the following month.

Monthly: Payments are drafted on the 15th of the following month for monthly claims and admin fees. Delta Dental will notify the Group of the total amount of Providers' statements paid or otherwise discharged by Delta Dental for services rendered. Using one of the options described below, a prompt transfer of funds is made to Delta Dental to cover such disbursements as they become due and payable upon receipt of said notification.

a) Automated Clearing House Transfer (ACH Transfer)

Once the Group is notified of the total claims paid, Delta Dental has authorization from the Group to initiate an electronic transfer of funds from the Group's account to cover the total claims paid by Delta Dental. The ACH Transfer will occur 2 business days following the Group's receipt of the total claims paid by Delta Dental.

b) Wire Transfer

Once the Group is notified of the total claims paid, the Group initiates the electronic transfer of funds from their account to cover the total claims paid by Delta Dental. The electronic fund transfer must be completed within 5 business days of the Group receiving the invoice.

7.03 MONTHLY SERVICE FEE. The Monthly Service Fee for each Subscriber is as noted on the Declaration Page. The Group agrees to remit to Delta Dental during the Contract Term a monthly Service Fee for each subscriber. This is due and payable on the 15th day of each month for the previous month's Service fee.

7.04 SERVICE FEE AND CLAIMS REIMBURSEMENT AT TERMINATION. In the event this Contract terminates for any reason, the Applicant will be liable for all Service Fees due but unpaid, as well as Claims Reimbursement for all claims for Services incurred by any Member prior to the effective date of termination.

7.05 CHANGE OF SERVICE FEE. In the absence of an amendment mutually agreed upon between Applicant and Delta, no change in the Service Fee will be made during a Contract Year.

7.06 CLERICAL ERRORS. Clerical errors or delays in maintaining or exchanging data relative to coverage will not validate or invalidate coverage that would otherwise be in force. Upon discovery of such errors or delays, an adjustment of charges will be made.

7.07 GRACE PERIOD.

- **Service Fee.** The Contract has a Grace Period of 15 days after the due date of the Service Fee bill.
- **Claims Reimbursement. Weekly:** Payments are drafted every Wednesday for weekly claims and final claims will be drafted on the first business day of the following month. One exception is the last week of the month Delta Dental will bill on the last day of the month instead of Tuesday and draft on the first business day of the next month. Monthly administrative fees will be drafted on the 15th of the following month.

Monthly: Payments are drafted on the 15th of the following month for monthly claims and admin fees.

The coverage remains in force during this Grace Period unless terminated by the Group. If either the Service Fee or Claims Reimbursement are not paid by the end of the Grace Period, the Contract will be placed on a hold status, where no claims will be paid and no eligibility will be guaranteed. If the Group does not pay after this Grace period, they may be terminated as of the last date of the earliest Grace Period at the discretion of Delta Dental. Service Fees and Claim Reimbursement are due through the last day of the Grace Period, including the Grace Period.

7.08 TIMELY NOTICE. Delta Dental must be informed when any Subscriber is no longer eligible. Failure to provide timely notice does not continue a Subscriber's coverage past the time it would otherwise have ended. Group shall be liable for any payments made by Delta Dental in reliance upon faulty eligibility information supplied and/or not corrected by Group.

7.09 EXTENDED COVERAGE. Delta Dental Benefits will end if this Contract is terminated or if a person's coverage is cancelled. Delta Dental will cover no further Services except as described below.

If a Covered Service Started before coverage ends, but the Covered Service is Completed after it ends, Delta Dental will pay Benefits for the Covered Service as follows:

- Benefits will be paid in the amount that would have been paid and subject to the same terms as would have applied if the person's coverage were still in effect.
- Benefits will be paid only if the Covered Service is Completed within 60 days after the date the person's coverage ended.
- Extended Coverage benefits are not applied to orthodontic Services.

No benefit will be paid if the Covered Service is Started after coverage ends.

7.10 SUBROGATION. Delta Dental may pursue on its own or with a Member a claim against a third party. If Delta Dental pays a claim for injuries to a Member and the Member settles with a third party for an amount that includes such costs, the Member must refund Delta Dental the amount equal to the benefit payment made to, or on behalf of, the Member.

7.11 NOTICES. Any notice under this Contract will be valid if given by either the Applicant or Delta Dental to the other. In the case of the Applicant, notice may be given to a designated agent. The notice will be effective upon the date of mailing.

- 7.12 NOTICES TO SUBSCRIBERS.** Notice to a Subscriber will be in writing and sent by regular US mail to the current address in Delta Dental's records. If agreed to by Delta Dental and the Subscriber, notices may be sent via email.
- 7.13 LEGAL ACTION.** No action at law or in equity may be filed in order to recover on this Contract prior to the expiration of 60 days after final notice of claim has been filed in accordance with the requirements of this Contract.
- 7.14 REPRESENTATIONS.** All statements made by the Group or by an individual will be deemed representations and not warranties.
- 7.15 ENTIRE CONTRACT; AMENDMENTS.** This Contract is the complete agreement between Delta Dental and the Group. This Contract may not be orally amended or changed. This Contract may at any time be amended and changed by written agreement between Delta Dental and the Group. Any such amendment will be binding on all Members regardless of the date their coverage became effective or the date treatment was Started.
- 7.16 CHANGES IN LAW.** If, at any time during the term of the Contract, there occurs a Change in Law (as defined below) then Delta Dental will provide the Group with written notice as to what specific actions and/or modifications to this Contract or the Plan are required and when those actions and/or modifications will take effect. If the parties are unable to agree on such actions and/or modifications, as applicable, within 30 days' of the date of such notice (or prior to the effective date of the Change in Law, if earlier), then Delta Dental has the right to terminate this Contract without penalty. "Change in Law" means any change in the laws applicable to this Contract or the parties' performance hereunder, including without limitation any federal, state, or local laws, rules or regulations that govern Delta Dental's business or the benefits provided hereunder. This could include, for example and not as a limitation, changes in the Internal Revenue Code, ERISA, or laws governing healthcare benefits. For the avoidance of doubt, "Change in Law" includes any changes in law that are passed by governmental authorities and scheduled to take effect at a future date, provided such future date is during the term of this contract.
- 7.17 GROUP'S ACCESS TO RECORDS.** Delta Dental agrees that Group or its designated representative may access all files and records pertinent to the Group in accordance with federal and state laws. The group must give 14 days' written advance notice.
- 7.18 GOVERNING LAW, JURISDICTION AND VENUE, WAIVER OF JURY TRIAL.** This Contract will be governed and construed in accordance with the laws of the State of Colorado, without giving effect to any choice of law provisions thereof. The parties agree that any suit, action or other legal proceeding by or against any party with respect to or arising out of this Contract shall be brought in any state or federal court in the City and County of Denver, Colorado and each party irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts and the appellate courts therefrom, and waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, LEGAL PROCEEDING OR CLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT.

- 7.19 SUBSCRIBER BENEFIT BOOKLET.** Delta Dental will give a Subscriber Benefit Booklet to the Group. The Group will make the booklet available to each Subscriber. If an amendment to this Contract will materially affect the Benefits in the booklet, we will give a revised Subscriber Benefit Booklet or inserts showing the change to the Group.
- 7.20 PHYSICAL EXAMINATION.** Delta Dental, at its own expense, may examine an individual for whom a claim or request for pre-estimation of Benefits is pending under this Contract.
- 7.21 GENDER.** The use of the singular will include the plural and the plural the singular. Use of any gender will include all genders.
- 7.22 HIPAA PRIVACY & SECURITY.** Delta Dental complies with the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security regulations.
- 7.23 AGREEMENT WITH STATE LAW.** Any requirement in this Contract that on the group's effective date is in conflict with the laws of the state in which any Member lives is hereby changed to the minimum requirement of such laws.
- 7.24 NON-DISCRIMINATION.** Delta Dental does not use individual health factors to determine benefits or premium rates. Health factors include health status, medical condition (including both physical and mental illnesses), claims experience, receipt of health care, medical history, genetic information, evidence of insurability, and disability.

ARTICLE VIII. TERMINATION/NONRENEWAL/CONTINUATION

- 8.01 RENEWAL.** The Contract will renew for one-year periods unless either party elects not to renew by giving the other party written notice. Notice must be received at least 60 days before the end of the current Contract Year. If there are changes to the rates or other terms of this Contract effective on an Anniversary Date, Delta Dental will provide notice of the proposed changes with the notice of renewal.
- 8.02 TERMINATION.** This Contract may be terminated as follows:
- a) By either the Group or Delta Dental at the end of the initial Contract or at the end of any Contract Year if the required notice of non-renewal is given.
 - b) In the event any Service Fee due as stated in Article VII of this Contract is not paid within 20 days of the due date, Delta Dental may give notice that payment is due, and if such payment is not received by the last day of the Grace Period, as referenced in Article VII, Section 7.07, Delta Dental may terminate all further obligations.
 - c) In the event any Claims Reimbursement due as stated in Article VII of this Contract is not paid within 10 calendar days of the due date, Delta Dental may give notice that payment is due, and if such payment is not received by the last day of the Grace Period, as referenced in Article VII, Section 7.07, Delta Dental may terminate all further obligations.
 - d) By election of the Group if Delta Dental defaults in providing the Benefits under the Contract and such default is not corrected within 60 days of notice of such default. By election of Delta Dental in the event enrollment of Subscribers changes by 10% or more from the minimum enrollment requirements included on Delta Dental's

proposal. Delta Dental may, at its option, terminate or propose to the Group alternative adjustment in rates, Benefits, or copayments. Within 30 days, the Group will select an alternative by written notice to Delta Dental. If an alternative is not selected, Delta Dental may terminate this Contract.

- e) Upon written notification by the Group of its intention to terminate this Contract as of any date other than the end of the Contract Term. The termination date will be the last day of the month during which Delta Dental received the Group's written notification of intent to terminate.
- f) By election of Delta Dental in the event of fraud or misrepresentation by the Applicant, or with respect to coverage of a Subscriber, fraud or misrepresentation by the Subscriber or such person's representative.

In the event this Agreement terminates as stated, the Group will remain liable to Delta Dental for the full amount of the Providers' statements paid or otherwise discharged by Delta Dental for services rendered and incurred under this Contract prior to the termination date. In addition, the Group will be and remain liable to Delta Dental for a period of 12 months following the termination date for the full amount of Provider's statements paid or otherwise discharged by Delta Dental for services rendered according to ARTICLE VI, CLAIMS PROCEDURE, 6.03 and 6.04.

8.03 PROCEDURES ON TERMINATION

- a) In the event of termination of this Agreement in accordance with the provisions of Article VIII, Section 8.02, no Subscriber will, on or after the date on which the termination takes effect, be entitled to any further benefit payments hereunder and Group will indemnify and hold Delta Dental harmless with respect to any claims by or with respect to Subscribers for further benefit payments hereunder without regard to the date on which the dental claims were incurred.

However, Delta Dental will have the right to process Providers' statements for payment where each of the following terms are met, provided that any Claims Reimbursement and Service Fees owed Delta Dental have been paid:

1. the Provider's statement is first received by Delta Dental within 12 months of the termination date of this Agreement according to ARTICLE VI, CLAIMS PROCEDURE, 6.03 and 6.04;
 2. the date of service reported on the Provider's statement was within 12 months of the date the claim was first received by Delta;
 3. the date of service reported on the Provider's statement was no later than the termination date of this Agreement.
- b) In the event of termination by Delta Dental, all Benefits will terminate and Delta Dental will be released from all further obligations of this Agreement, effective on the last day of the month in which written notice of termination is given; provided, however, that Delta Dental will make payments for dental services for Extended Benefits. Applicant will remain liable to Delta Dental for:

1. the unpaid payments applicable for the period this Agreement was in effect prior to termination; and
2. the full amount of all Provider's statements paid or otherwise discharged by Delta Dental after the termination date but incurred during the full Term of this Contract.
3. In the event of termination of this Agreement for any cause, Delta Dental will not be required to pay for services provided beyond such termination date, except for the completion of single procedures started while this Agreement was in effect, which are otherwise Benefits under the terms of this Agreement, provided that any Claims Reimbursement and Service Fees owed Delta Dental have been paid.

8.04 If on termination of this Contract for any cause Group has not paid Service Fee and/or Claims Reimbursement to Delta Dental applicable to a period of time up to and including the termination date Group will, within 30 days after termination, remit such to Delta Dental.

8.05 COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) Generally applies to groups with 20 or more employees.

Under COBRA, Members who have a qualifying event may be able to continue coverage for a period of time. The Benefits will be the same as those of active Subscribers. The Member must pay the Premium, which cannot exceed 102% of the cost for an active employee with the same plan. Qualifying events govern if a person may elect COBRA and the length of coverage. The employer or Group must administer COBRA according to federal requirements.

COBRA continuation coverage will end on the earliest of the following:

- a) The last day of the month in which COBRA Continuation ends;
- b) The day the Contract terminates;
- c) The last day of the month for which Premium has been paid;
- d) The day the person becomes entitled to Medicare;
- e) The day the person is eligible for coverage under another Group Plan.

8.06 CONTINUED HEALTH COVERAGE (Colorado State Continuation) Applies to Groups not subject to COBRA.

Members covered under this Contract, or a similar Contract it replaces, for at least six months may be able to continue coverage for up to 18 months under State Continuation. Their Premium and Benefits will be the same as those for active Subscribers, except that the Member will be responsible for the Premium. The employer or Group must administer State Continuation according to state law.

State Continuation coverage is effective upon loss of coverage. Within 60 days of the loss, the Group must send enrollment information and Premium to Delta Dental for the Member's benefits to continue.

State Continuation coverage will terminate on the earliest of the following:

- a) The last day of the month after 18 months of continued coverage;
- b) The day the Contract terminates;
- c) The last day of the month that Premium is paid;
- d) The day the person becomes entitled to Medicare;
- e) The day the person is eligible for coverage under another Group Plan; or
- f) In the case of a Dependent child, the day they no longer meet the definition of Dependent.

ARTICLE IX APPEALS AND COMPLAINTS

9.01 APPEALS of ADVERSE DETERMINATIONS

A. Internal Appeal Process — First-level Appeals

An adverse claim determination may be appealed within 180 days of the date of the original Explanation of Benefits by writing to:

Delta Dental of Colorado
Attn: Appeals Analyst
PO Box 172528
Denver, CO 80217-2528

Additional information should be submitted in support of the appeal.

Appeals are reviewed by an impartial Provider of the same or similar specialty as would typically manage the case being reviewed or by a Delta Dental claims specialist. The reviewing Provider will not have been involved in the initial decision.

The decision will be sent to the Member with the rationale for the decision. The decision will be made within 15 calendar days for pre-Service denials. Post-Service decisions will be made within 60 calendar days.

B. Internal Appeal Process — Second-level Appeals (not available for self-funded Groups)

If a denial is upheld at the first level, a Member may request a second-level appeal. The request must be received within 30 days of the First-level appeal decision. It must be submitted to the address noted in 9.01A. Additional information may be submitted. Second-level appeals will be reviewed by an impartial Provider with the appropriate expertise. The reviewer will not have been involved in the first appeal. The Member, or a designated representative, may request to appear before the reviewer in person or may present by conference call.

A second-level appeal decision will be issued within seven days of the review meeting.

C. Internal Appeal Process — Expedited Appeals

Members may request an expedited appeal when the time for a standard review would seriously jeopardize the life or health of the Member, would jeopardize the Member's ability to regain maximum function, or, for persons with a disability, create an imminent and substantial limitation on their existing ability to live independently.

Expedited review decisions will be issued within 72 hours.

D. Independent External Review (not available for Self-Funded or Federal Groups)

Where Delta Dental makes an Adverse Determination and the Member exhausts the internal appeals process, the Member has the right to request an external review. Delta Dental will notify the Member of the right, if any, to request an external review after the First Level appeal.

Requests for an independent external review must be in writing. They must include a completed external review request form as specified by the Colorado Division of Insurance. The Member must submit the request within four months of the completion or exhaustion of the internal appeals process. The internal appeals process is completed or exhausted upon Member's receipt of notice of the adverse determination or upon Delta Dental's failure to comply with Colorado Revised Statutes §§ 10-16-113, 10-16-113.5, or Colorado Insurance Regulations 4-2-17 or 4-2-21.

Member may request expedited external review. All requests must be submitted to:

**Delta Dental of Colorado
Attn: Appeals Analyst
PO Box 172528
Denver, CO 80217-2528**

A signed consent authorizing Delta Dental to disclose protected health information pertinent to the external review is also required.

Delta Dental adheres to timeframes set forth by Colorado Regulation 4-2-21 in the processing of independent external reviews. Within 45 days after the receipt of the request for external review (72 hours for expedited external review), the external review entity shall deliver a written decision to the Member, Delta Dental, the Provider, and the Commissioner.

ARTICLE X. INFORMATION ON POLICY AND RATE CHANGES

- 10.01 CONTRACT CHANGES UPON RENEWAL.** The terms of this policy, including the rates payable by the Group, may be amended upon its renewal pursuant to the terms set forth in Section 8.01.
- 10.02 ALL OTHER CONTRACT CHANGES.** Except as set forth in Sections 7.17, 7.18 and 8.01, no agent or employee of Delta Dental may change the Contract or waive any of its provisions. No change in the Contract will be valid unless approved in writing by an authorized Delta Dental employee.

ARTICLE XI. DEFINITIONS

The terms below apply to this Contract:

11.01 ADVERSE DETERMINATION means a denial of: A preauthorization for a covered Benefit; a request for Benefits for an individual on the grounds that the treatment or covered Benefit is not medically Necessary, appropriate, effective, or efficient or is not provided in or at the appropriate health care setting or level of care; a request for Benefits on the ground that treatment or Service is Experimental or Investigational; or a Benefit denied because the treatment is an excluded Benefit and wherein the claimant presents evidence from a dental professional licensed pursuant to the Dental Practice Law of Colorado that there is a reasonable medical basis that the contractual exclusion does not apply to the denied Benefit.

11.02 ALTERNATE BENEFIT means the Benefit allowed for the least costly, commonly accepted Service that could be used to treat a dental condition for which a Member has selected a more costly treatment.

11.03 APPLICANT means the Group or employer wishing to provide dental benefits.

11.04 BENEFITS mean the Services described in this Contract in the Benefits Rider, BENEFITS, LIMITATIONS, and EXCLUSIONS.

11.05 CLAIMS REIMBURSEMENT means the amount of money the Group must pay Delta Dental for the total amount of Providers' statements paid or otherwise discharged by Delta Dental for services rendered for all Subscribers.

11.06 COINSURANCE means the percent of a Covered Amount that the member will pay. The Coinsurance for each type of Covered Service is determinable by subtracting the "Plan Pays" amount on the Declarations Page from 100 percent. The Coinsurance that applies to a Subscriber may vary by type of dental Service.

11.07 COMPLETED means:

- For root canal therapy, the date the canals are permanently filled.
- For fixed bridges (fixed partial dentures), crowns, inlays, onlays, and other laboratory prepared restorations: The date the restoration is cemented in place.
- For dentures and partial dentures (removable partial dentures): The date that the final appliance is first inserted in the mouth.
- For all other Services: The date the procedure is Started.

A Benefit is only payable once Completed.

11.08 The **CONTRACT ANNIVERSARY DATE** or **ANNIVERSARY DATE** is noted on the Declaration Page of this Contract. The Anniversary Date is the first day of each Contract Year following the initial Contract Year.

11.09 CONTRACT means this agreement between Delta Dental and the Applicant. It includes attached appendices, exhibits, and riders, if any. This Contract is the whole agreement between the parties.

11.10 CONTRACT TERM means the time from the Group's Effective Date of the Contract until it is terminated.

11.11 CONTRACT YEAR is the 365 days beginning on the Group's Effective Date of this Contract and each year after unless the contract is terminated. The contract year is 366 days in a leap year.

11.12 COVERED AMOUNT means:

- For PPO Providers, the lesser of the amount set forth in the PPO Schedule of Allowances or the fee actually charged.
- For Premier Participating Providers, the lesser of the Premier Maximum Plan Allowance or the fee actually charged.
- For all other Providers, the lesser of the Non-Participating Maximum Plan Allowance or the fee actually charged.

11.13 COVERED SERVICES mean the Services described in this Contract or attachments, subject to the limitations and exclusions noted.

11.14 DEDUCTIBLE means the amount the Member must pay before Delta Dental pays. The Deductible is shown on the Declarations Page. If there is a limit to the deductible that a family must pay, that will be shown on the Declarations Page.

11.15 DEPENDENT means:

- The Subscriber's lawful spouse, including civil-union partner.
- Civil-union partner must:
 - ❖ Be at least 18 years old.
 - ❖ Not be a partner in another civil union.
 - ❖ Not be married to another person.
 - ❖ Not be related to the Subscriber.
 - ❖ Have entered into a civil union based on the guidelines of Article 15 of Title 14, C.R.S. recognized pursuant to Colorado law.
- A child under the Dependent age limit shown on the Declaration Page.
- A child who reaches the Dependent Age Limit stated on the Declarations Page and is incapable of self-support because of physical or mental disabilities that began before reaching the Dependent age limit and is dependent on the Subscriber. Delta Dental may annually request proof of such disability and dependency. Failure to submit such proof will terminate coverage.

Eligible children are natural children, stepchildren, children under court-ordered guardianship, adopted children, and foster children.

No one may be covered as a Dependent and also as a Subscriber under this Contract. If both parents are covered as Subscribers, children may be covered as Dependents of one parent only.

Persons in active military service are not eligible Dependents.

11.16 GROUP EFFECTIVE DATE is the date coverage begins for the group.

11.17 MEMBER EFFECTIVE DATE is the date coverage begins for the member.

11.18 ELIGIBLE CLASS is a group of Subscribers who are allowed to enroll under the Contract.

11.19 ELIGIBILITY WAITING PERIOD refers to active Subscribers who have met the minimum requirements necessary to be eligible for enrollment through the employer's Plan and who will become eligible with Delta Dental on the date specified by the employer. Delta Dental does not maintain any eligibility waiting periods that are set forth by the employer.

11.20 EMPLOYEE means someone who works the minimum number of hours defined by the employer.

11.21 EXPERIMENTAL OR INVESTIGATIONAL PROCEDURES means those Services not generally accepted in the dental community as being safe and effective, as defined by Delta Dental.

11.22 GROUP means the Applicant or employer contracting for dental Benefits.

11.23 MAXIMUM PLAN ALLOWANCE means the most that a Provider is allowed to charge for a procedure. Delta Dental reviews the limits twice a year. Delta Dental reserves the right to increase or decrease fees for any procedure in its sole and absolute discretion.

11.24 MEMBER means any person—Subscriber or Dependent—eligible and enrolled for coverage under This Plan.

11.25 NECESSARY means a Service that Delta Dental decides, using accepted standards of dental care and Delta Dental's processing policies, is needed and fitting for treatment of the Member's dental condition.

11.26 NON-PARTICIPATING PROVIDER means a Provider who does not contract with Delta Dental.

11.27 OPEN ENROLLMENT means a period prior to the Anniversary Date when eligible Subscribers and their Dependents may enroll. They may also change from one Plan to another if the Contract permits them to do so. Coverage is effective on the Applicant's Anniversary Date.

11.28 PARTICIPATING PROVIDER means a Provider who contracts with Delta Dental.

- **Premier Participating Provider** means a Provider who has executed a Premier Participating Provider Agreement with Delta Dental.
- **PPO Participating Provider** means a Provider who has executed a PPO Provider Agreement with Delta Dental.

11.29 PREMIUM means the amount of money paid for each Subscriber to buy the Benefits provided in this Contract.

11.30 PRE-TREATMENT ESTIMATE is a review of a Provider's plan of care to determine what will be covered under this Contract.

11.31 PROVIDER means a person licensed to provide dental Services.

11.32 SERVICE means a procedure or supply provided by a Provider.

11.33 SERVICE FEE means the amount of money paid to Delta Dental for each Subscriber to purchase the Administrative Services provided by this Contract, as provided in Article VII.

11.34 STARTED means:

- For full dentures or partial dentures (removable partial dentures): The date the final impression is taken.
- For fixed bridges (fixed partial dentures), crowns, inlays, onlays, and other laboratory-prepared restorations: The date the teeth are first prepared (i.e., drilled down) to receive the restoration.
- For root canal therapy: The date the pulp chamber is first opened.
- For periodontal surgery: The date the surgery is performed.
- For all other Services: The date the Service is performed.

11.35 SUBSCRIBER means:

- An enrolled Employee for whom the monthly Premium is paid.
- A person who elects continued coverage and for whom the monthly Premium is paid.

11.36 WAITING PERIOD means the time from a Subscriber's Effective Date until certain Services are covered. If a Service is Completed before the Waiting Period for that Service ends, that Service is not covered. If a Person's coverage ends and the Person becomes covered again, the Effective Date is the most recent Effective Date unless stated otherwise in the Contract.

If Waiting Periods apply, they are noted on the Declaration Page.



Moffat County
2024 Administrative Services
Renewal

Dear Moffat County:

As the nation's largest independent third-party administrator, HealthComp is committed to delivering operational excellence for Moffat County with best-in-class claims and quality performance. Furthermore, our industry-leading net promoter score of 80 is a reflection of our commitment to creating an unparalleled member and employer experience while providing distinctive cost savings.

Year in Review

In CY '23, HealthComp processed 4,273 claims across 168 eligible employees and facilitated \$1,121,857 in transactions, representing an -38.59% decrease in medical cost PEPM trend from CY '22 (compared to an average increase of +5.8% across the industry). Across conditions that frequently have significant and avoidable spend, Moffat County had expenses that often-exceeded national benchmarks. Specifically:

- **Chronic Conditions (*asthma, diabetes, and heart disease*):** Medical spend exceeded \$40,258, or \$34.23 PEPM.
- **Cancer:** 2.50% of medical members presented for cancer (all types) in CY '23 and attributed \$9,128.53 in spend. This compares to a national benchmark of 0.24%.
- **Emergency Room Services:** 10.25% of individuals ages 18 through 64 had *at least* one ER visit, the national benchmark of 8.42% for this age group. According to research published by *John's Hopkins ACG System*, 55% of ER visits are either treatable in primary care or considered non-emergent.

As your partner for driving health outcomes, we believe these conditions represent manageable and, in some cases, preventable – opportunities for Moffat County to further impact the health of its member population. In doing so, Moffat County has the opportunity to generate an additional **\$28.62 PEPM in medical savings**.

Our Programs

Our continued innovation has allowed us to develop and deliver programs that complement your existing benefits ecosystem. In addition to delivering on our core administrative services, we believe that a truly transformative benefits program requires:

- (1) Proven clinical services that drive health outcomes and plan savings;
- (2) A clinically-integrated digital and customer service experience; *and*
- (3) An engaged employee population that maximizes their benefits.

Population Preventive Care (PPC)

PPC represents a collection of clinical services – including Population Health, Disease Management, Cancer Awareness, and ER Solutions – that is designed to comprehensively manage whole person health. Our in-house care management team works with both healthy and high-risk members that have been identified and prioritized by their gaps in care and supports these individuals throughout their care journey. By engaging members holistically with personalized care plans and tailored services, PPC drives behavior change with your employees and increases care compliance.

Per [Wakely](#), an independent actuarial firm, **groups that subscribe to PPC have lower PEPM costs and utilization rates than peer cohorts by 19% and 30%, respectively.**¹

Elevate

Our Elevate offering provides a “one-stop shop” digital experience for members and embeds PPC with a customer service approach that facilitates even more touchpoints. By surfacing clinical data to our Member Services teams, this program enables workflows that make navigating the healthcare system easy for members.

- **Simple Service:** A single platform and customer service line to support all your benefits, including medical, dental, vision and Rx
- **Program Reminders and Outreach:** Targeted messaging and program promotion based on clinical triggers that refer members to relevant partners within your benefits ecosystem
- **Early Engagement:** ~30% of HealthComp’s case management referrals stem from Member Services – early enough to impact care treatment – compared to a 2% industry average

As part of our commitment to deliver on health outcomes, **HealthComp is willing to place fees at risk and offers medical cost trend guarantees** in addition to traditional SLAs related to operations and clinical engagement.²

HealthComplete: Wellness Portal and Digital Coaching

HealthComplete is a user-friendly wellness portal accessible by web and mobile app. The program provides incentive management, activity and health tracking (with device integration), risk assessments, communication tools, employee / corporate listening, and more. Features include:

- **Engagement Tools:** 30+ personalized wellness plans, thousands of live and on-demand health and wellness videos, wellness challenges
- **Health and Wellness Education:** Financial wellness, tobacco cessation, preventive care, sleep health
- **Program Reporting:** Incentive management tracking, health assessment & member rep

If you’re interested in learning more about any of the services listed above, please contact your Account Manager. As always, we welcome the opportunity to enhance your benefits administration experience.

Thank you again for your support and continued partnership. We look forward to serving you!

Best regards,
Crystal Edwards

Administrative Services Renewal

This Administrative Services Renewal and Amendment to Third-Party Administration Contract for **January 1, 2024, to December 31, 2024** will become effective on **January 1, 2024**.

All fees or services not referenced in this renewal contract will remain unchanged unless otherwise specified in writing. The pricing quoted in this renewal is calculated on an average census of 169 employees. HealthComp reserves the right to change these fees upon fluctuation in enrollment of +/- 10%.

For any desired Add-On Services (as denoted by an asterisk), please initial to accept.

	Fee Type	Current Rate	Renewal Rate	Add-On Service	Comments	Initial for Accepted Add-On Services
Administration Fees						
Medical Claims Administration	PEPM	\$29.93	\$31.43			
COBRA Administration	PEPM	\$1.50	\$1.50			
Regulatory Compliance Administration	PEPM	\$1.40	\$1.40			
Plan Renewal Administration	Annual	\$2,625.00	\$2,625.00			
Network Fees						
RBP Administration / Outreach	PEPM	\$1.50	\$1.50			
RBP Admin/Repricing – Facility & Professional	PEPM	\$32.50	\$32.50	6Degrees		
Clinical / Wellness Fees						
Elevate	PEPM	----	\$12.30	*	Elevate includes PPC, Nurturing Together, and Supplemental	
Population Preventive Care (PPC)	PEPM	----	\$5.60	*	PPC includes Cancer Awareness, ER Solutions, and DM	
Cancer Awareness	PEPM	----	\$0.65	*		
Emergency Room (ER) Solutions	PEPM	----	\$0.95	*		
Disease Management (DM)	PEPM	\$4.90	\$4.90			
Nurturing Together (Maternity Management)	Hourly	\$160.00	\$160.00			
Utilization Review	Hourly	\$3.16	\$3.16			
Dialysis Management	% of Savings	12%	12%			
HealthComplete: Wellness Portal	PEPM	----	\$1.60	*	\$3.10 PEPM if purchased without Advocacy or PPC	
Behavioral Health Management	PEPM	----	\$1.95	*		
Third-Party Point Solutions Fees						
Telemedicine	PEPM	\$3.25	\$3.25		Teladoc	
Livongo	Per Case	----	----	*	Paid through Claims	
Nurseline	PEPM	\$0.46	\$0.47		AHH	
PriceMD	Per Case	----	----	*	Paid through Claims	
Additional Fees						
Hourly Rate for Services Not Previously Listed		\$85.00	\$85.00			
Hourly Rate for Medical/Professional Consulting		\$145.00	\$145.00			
Hourly rate for Independent Review Organization (IRO)		\$265.00	\$265.00			
Hourly rate for MD fees for Pre-service Reviews		\$265.00	\$265.00			
Claims Run Out					Claims fee multiplied by 4 months multiplied by current enrollment. Run Out services fees may be charged from PPO vendors to utilize their services for discounts on claims	

Regulatory Compliance Fee includes the following:

Consolidated Appropriations Act (CAA), No Surprises Act (NSA), and Transparency in Coverage Compliance Fees

- Hosting of in-network machine-readable files
- Creation and hosting of out-of-network allowed amount machine-readable files
- Price transparency tool
- Associated services related to continuity of care
- Formatting of compliant ID cards
- Provider directory maintenance (if necessary)

Amendment to Third-Party Administration Contract

In witness whereof the undersigned accept the administrative services renewal and Amendment to Third-Party Administration Contract stated above. I also elect to have HealthComp perform the services initialed above as of the effective date.

Moffat County

Name _____

Title _____

Signature _____

Date _____

HealthComp

Name _____

Title _____

Signature _____

Date _____

Medicare Part D Opt In or Out

Group #: 117149

Group Name: Moffat County

Your Name:

Your Email Address:

HealthComp will send out the Medicare Part D notices to your employees if you so choose. We will need your intent to opt-in or opt-out by checking the box below. We will send a notice to the home address of each employee currently enrolled in the plan for any client who requests us to send out the notices on their behalf. As recommended by CMS, we will send a notice to each employee as there may be eligible Medicare Part D individuals who live with them but are not covered under your plan. You are, however, only required to send notifications to those members who are Medicare eligible, or who will become Medicare eligible over the next 12 months. As Plan Sponsor you are responsible for ensuring that your plan members receive this annual notification per Medicare requirements. We recommend that the Notice be distributed to new employees hired throughout the year.

Opt In

Opt Out

Number of employees eligible for the medical plan 174

TELEMEDICINE



Teladoc offers telephonic and virtual appointments with board-certified physicians, therapists, and specialists 24/7.

BEHAVIORAL HEALTH



Curalinc offers an innovative suite of advocacy-driven services that help users address stress, anxiety, depression, and relationship issues.

SPECIALTY RX



Price MDs targets a health plans highest cost specialty drugs and provides a cost savings solution. They deliver high cost specialty drugs through telemedicine directly to the home.

HealthComp is dedicated to offering your members the best services and helping control cost wherever possible. Accordingly we have built partnerships with some of the industries best vendors to bring you various solutions. Please see the enclosed information on our integrated partners and contact your account manager if you have any questions.

Point Solution Integration

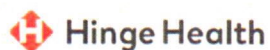
With proprietary technology and partnerships with a number of different point solutions, BAS can create an integrated, streamlined experience for your members.

WELLNESS / CHRONIC CONDITION MANAGEMENT



DIABETES MANAGEMENT

Livongo uses personalized digital guidance, smart devices and access to health professionals to help people with chronic conditions such as diabetes live healthier lives.



MUSCULOSKELETAL

Hinge Health offers digital physical therapy programs to help patients with chronic musculoskeletal (MSK) issues and reduce spend related to MSK health services.

Board "Letter of Interest" Summary

<u>BOARD</u>	<u>Seats Open</u>	<u>Length of Term</u>	<u>Outgoing Member</u>	<u>Letter submitted by:</u>
Area Council on Aging	3	4 yrs		Kathy Shea
Hamilton Community Hall Board	2	3 yrs	*Kim Lewis *Tina Smith	
Housing Authority	1	5 yrs	*Beth Gilchrist	
Land Use Board	7	3 yrs	*Will Myers - Recreation Rep *Jon Miller - Recreation Alt *John Cromer - Landowner Rep *Doug Winters - Landowner Alt *T. Wright Dickinson - Ag Alt *Doug Davis - Business Alt *Steve Hinkemeyer - Minerals & Mining Rep	Troy Osborn - Business Alt
Library Board	2	5 yrs	Carroll Preece - Declined Kathey Ogle - Maybell Rep - Declined	
LMD	1	3 yrs	Tim Osborn - Declined	Nate Browning
Maybell Community Center Board	3	3 yrs	*April McIntyre *Chip McIntyre *Kathey Ogle	
Maybell VFD Advisory Board	1	5 yrs	*Joe Huffaker	
Memorial Regional Health Board of Trustees	1	5 yrs	*Steve Hilley	
Planning & Zoning Commission	2 2 Alts	3 yrs	*Shauana Merrill	
Tourism Association	3	3 yrs	Tammie Thompson-Booker - Declined *Brittany Jennings *Shannon Moore	
Still need applicants				

*Reapplied for seat

2024 Salvage Metal

Bid Results

X-Field Services \$29.00 per ton

Axis Steel Inc..... \$40.00 per ton

The Road & Bridge Management would recommend that the 2024 Salvage Metal contract be awarded to Axis Steel Inc.



Bruce White/Manager

Road & Bridge Dept.



Award Scoring

RFP	202314	Descript	Multi-Use Events Center Feasibility Study		
Issue Date	11/3/2023	Prebid Meetin	11/16/2023	Required	
Questions Due	12/4/2023	Submission D	12/6/2023		
Award Date	12/12/2023	Contract time	9/24-7/30/24		
				Treanor HL KO	Johnson
				Crossroads	Consulting
				Consulting	
A	Professional qualifications of the firm and personnel who will be assigned to this project	0-50	39	46	50
B	Past Involvement with Similar Projects	0-30	17	28	30
C	References; Demonstrated success of the firm in satisfactorily completing similar projects within schedule and budget constraints.	0-20	18	20	20
D	Project Understanding and Approach to completing requirements	0-30	17	22	26
E	Proposed Cost - Fee Schedule – Based on Time and Materials	0-20	16	15	16