

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, November 12, 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) October 22 (pgs 3-5)

**Resolutions:**

- b) 2024-104: Transfer of Intergovernment Funds for October (pg 6)
- c) 2024-112: Voided Warrants for the month of November (pg 7)
- d) 2024-114: Payroll (pg 8)
- e) 2024-115: Special Payroll for Department of Public Health (pg 9)
- f) 2024-116: A/P (pg 10)

**Contracts & Reports:**

- g) Treasurer's report (pgs 11 & 12)
- h) Letter of Support for Bitterbrush & Little Snake State Land Board lease renewal (pg 13)
- i) Department of Public Health Continuity of Operations Plan (pgs 14-31)
- j) Department of Public Health Memo of Understanding w/Western CO Health Network for STI testing (pgs 32-34)
- k) Department of Human Services Memo of Understanding w/Prowers County for Hotline County Connection Center services (pgs 35-38)
- l) Department of Human Services/Department of Health Care Policy and Financing – Contract Amendment #5 (pgs 39-72)
- m) Human Resources Department /Brown & Brown
  - Broker Service Agreement (pgs 73-81)
  - Business Associate Agreement (pge 82-91)
- n) Prescription Benefits contract w/HealthComp (pgs 92-100)
- o) Three Forks Ranch com site lease renewal (pgs 101-105)
- p) Ratify corrections to Resolution 2024-111 (pg 106)

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



1:21 PM 11/8/2024

## Public Comment/General Discussion:

- 1) Board of County Commissioners
  - Appoint (3) Fair Board seats (pgs 107-109)

## Staff Reports:

- 2) Road & Bridge Department – Bruce White
  - Request to release retainage for Road Striping (pg 110)
- 3) Office of Development Services – Neil Binder & Roy Tipton/ Johnson Consulting
  - Fairgrounds/Event Center Master Plan (pgs 111- 163)
- 4) Human Resources Department – Rachel Bower
  - Memorial Regional Health billing discussion (pg 164)
- 5) Natural Resources Department – Jeff Comstock
  - Pumped Hydro contract amendment (pgs 165-168)
  - Public Utilities Commission Attorney contract amendment (pgs 169-172)
  - Resolution 2024-113: Delegation of Authority (pgs 173 & 174)
  - City of Craig/Moffat County PUC Memo of Understanding (pgs 175 & 176)

## Presentation:

- Colorado First Conservation District - Kacey Green
- Program update (pgs 177-180)

## Adjournment

The next scheduled BOCC meeting will be Tuesday, November 26, 2024 - 8:30 am

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/Ey9a51Vkqxc>

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*



1:21 PM 11/8/2024

Moffat County Board of County Commissioners  
1198 W Victory Way Ste 104 Craig, CO 81625

October 22, 2024

**In attendance:** Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Jeff Comstock; Tom Kleinschnitz; Angie Boss; Carol Haskins; Tracy Winder; Tom Morley; John Sarina; Norm Culverwell; Dave Haskins; Kris Brannan; Ed Brannan; Chris Nichols; Allison Anthony; Chris Cooper; Matt Winey

**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)

**Minutes:**

- a) October 8<sup>th</sup>

**Resolutions:**

- b) 2024-83: Authorizing sale of property at 833 Cottonwood Ave.
- c) 2024-103: Voided Warrants for the month of August 2024
- d) 2024-105: Special Payroll Warrant
- e) 2024-106: Authorization for closure of Clerk & Recorder's Office on November 5, 2024
- f) 2024-107: Accounts Payable
- g) 2024-108: P-Card Payments
- h) 2024-109: Payroll
- i) 2024-110; Voided Warrants for October 2024
- j) 2024-111: Observed Holidays for 2025

**Contracts & Reports:**

- k) Department of Human Services/State of CO Health Care Policy & Financing Contract Amendment #4
- l) Department of Human Services/CO Youth & Family Services 3-year Core Services Plan
- m) Human Resources Department/Personify Health – Contract Amendment #4
- n) Human Resources Department/HealthComp – Contract renewal
- o) State of Colorado Unclaimed Property claim form
- p) Ratify:
  - Road & Bridge Department Discharge Monitoring Report(s)
  - Amerigas propane contract

Bohrer made a motion to approve the consent agenda items A-P. Broom seconded the motion.

Bohrer commented on item “b”; due to the horrific condition of this property, the County had cleaned it up and bought it from the out of state, elderly owners. There will be an auction to sell it following the November 12<sup>th</sup> BCC meeting. The County would just like to recoup their expenses in this process. Motion carried 3-0.

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:

Tracy Winder, Allison Anthony, John Williams, Norm Culverwell, John Sarina, & Matt Winey all came forward to comment in favor of a resolution that they presented regarding “A Legally Valid 2024 General Election”. The group had hoped to have this resolution as an agenda item and have the BCC sign it, but due to several extenuating circumstances, the resolution did not make it on the agenda. The Commissioners told the group they would be willing to have a workshop with them and even (if necessary) have a special meeting to sign whatever was agreed upon. The resolution was read into the record.

Tom Kleinschnitz, Moffat County Tourism Association Director, spoke about an award he had received at the 2024 Governor’s Tourism Conference as Outstanding Colorado Tourism Champion.

## Board of County Commissioners

- Approve DA’s Office 2025 Budget request (see attached)

Moffat County, Routt County & Grand County make up the 14th Judicial District. They meet every year and each county has to vote to approve the DA’s Office budget request. The three commissioners met with DA Matt Karzen prior to the District meeting, but because of scheduling conflicts, Commissioner Broom was the only one able to attend this group meeting. All of the commissioners expressed concern for the increased amounts of “support” that is requested every year and were not sure how much longer that pace could be kept up.

Broom made a motion to approve the DA’s Office 2025 Budget request (\$666,270) as presented. Villard seconded the motion. Motion carried 3-0.

- Appoint Fair Board members (see attached)

The Fair Board seats come up for renewal each October and they have requested to expand their board from 11 to 15 members, so there will be enough help for when the County Fair rolls around again. Two of the outgoing members, Kern Gerber and Stephanie Ahlstrom, both reapplied for their seats and Paula Duzik and Trent Vernon submitted letters of interest for other open seats. The search will continue to fill the remaining four open seats.

Broom moved to reappoint Kern Gerber and Stephanie Ahlstrom to their seats on the Fair Board and to appoint Paula Duzik and Trent Vernon to new board seats, all for three years each. Villard seconded the motion. Motion carried 3-0.

Meeting adjourned at 9:15 am

The next scheduled BOCC meeting is Tuesday, November 12, 2024

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved on: \_\_\_\_\_

Attest by: \_\_\_\_\_

RESOLUTION 2024-104  
TRANSFER OF INTERGOVERNMENT FUNDS  
FOR THE MONTH OF OCTOBER 2024

WHEREAS, The budget of Moffat County defines moneys that are to be cleared from the various funds.

NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to clear the following sum of money between the funds as indicated:

<i>From: (Fund)(CREDIT)</i>	<i>Amount</i>	<i>To: (Fund) (DEBIT)</i>	<i>Amount</i>
GENERAL	6.68	PUBLIC HEALTH	6.68
GENERAL	5,825.00	ROAD & BRIDGE	5,825.00
SUNSET MEADOWS II	2,000.00	GENERAL	2,000.00
<b>TOTALS</b>		<b>TOTALS</b>	
	<b><u>\$ 7,831.68</u></b>		<b><u>\$ 7,831.68</u></b>

Adopted this 12th day of November A.D. 2024

\_\_\_\_\_ **Chairman**

COUNTY OF MOFFAT )  
                                  )ss

I, Stacy Morgan, 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 12th day of November, A.D. 2024

\_\_\_\_\_ **Clerk & Recorder**

RESOLUTION 2024-112  
 VOIDED WARRANTS RESOLUTION  
 FOR THE MONTH OF NOVEMBER

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:

11.12.24

**TO: WARRANT FUND** 10-0000-2003 \$ 15,519.25 dr

VOID FUND	WARRANT #		VENDOR NAME		
ROAD & BRIDGE	438654	6.11.24	Elkhead Supply Inc Lost	\$	19.25
GENERAL	439592	10.22.24	US Tractor & Harvest wrong vendor	\$	15,500.00

**FROM: WARRANT FUND** 10-0000-1001 \$ 15,519.25

Adopted this 12th day of November, 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 12th day of November, A.D. 2024

\_\_\_\_\_  
 County Clerk & Ex-officio

cr

RESOLUTION 2024-114  
 PAYMENT OF PAYROLL WARRANTS  
 Payroll Ending 10/26/2024

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:

**Pay Date 11/08/2024**

FROM FUND:			
General	0010.7000	\$254,767.51	cr
Road & Bridge	0020.7000	\$158,035.23	cr
Landfill	0070.7000	\$15,049.51	cr
Airport	0120.7000	\$363.48	cr
Library	0130.7001	\$16,250.33	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$6,507.52	cr
Mo Co Tourism	0320.7000	\$3,184.18	cr
PSC Jail	0072.7000	\$58,557.40	cr
Human Services	0030.7100	\$61,827.46	cr
Public Health	0065.7000	\$13,107.39	cr
SM I	0168.7000	\$4,038.29	cr
SM II	0169.7000	\$4,676.83	cr
TO FUND:			
Warrant	0100.1000	\$596,365.13	dr

Adopted this 12th day of November, 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 2024-115  
 PAYMENT OF PAYROLL WARRANTS  
 Payroll Ending 11/5/2024

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:

**Pay Date 11/05/2024 Special Public Health Bonus**

FROM FUND:			
General	0010.7000	\$0.00	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	\$10,010.75	cr
SM I	0168.7000	\$0.00	cr
SM II	0169.7000	\$0.00	cr
TO FUND:			
Warrant	0100.1000	\$10,010.75	dr

Adopted this 12th day of November, 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 2024-116  
TRANSFER OF PAYMENT OF WARRANTS  
FOR THE MONTH OF NOVEMBER 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:	11/12/2024		
General	110	<u>\$203,808.83</u>	CR	0010.7000
Road & Bridge	200	<u>\$36,229.86</u>	CR	0020.7000
Landfill	240	<u>\$14,845.76</u>	CR	0070.7000
Airport	260	<u>\$3,414.97</u>	CR	0120.7000
Emergency 911	270	<u>\$5,017.39</u>	CR	0350.7000
Capital Projects	510	<u>\$565.00</u>	CR	0160.7000
Conservation Trust	211	<u>\$6,030.96</u>	CR	0060.7000
Library	212	<u>\$3,113.38</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$612.39</u>	CR	0280.7000
Health & Welfare	720	<u>\$354,354.15</u>	CR	0080.7000
Senior Citizens	215	<u>\$83.70</u>	CR	0170.7000
Internal Service Fund	710	<u>\$575.63</u>	CR	0325.7000
Lease Purchase Fund	410	<u>                    </u>	CR	0175.7000
NCT Telecom	520	<u>                    </u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$27.87</u>	CR	0320.7000
PSC - JAIL	210	<u>\$11,502.26</u>	CR	0072.7000
Human Services	220	<u>\$90,898.85</u>	CR	0030.7100
Public Health	250	<u>\$19,188.82</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$13,849.57</u>	CR	0168.7000
Sunset Meadows I Security	910	<u>\$636.03</u>	CR	0167.7000
Sunset Meadows II	920	<u>\$25,760.38</u>	CR	0169.7000
Sunset Meadows II Security	920	<u>\$150.00</u>	CR	0171.7000
ACET	275	<u>                    </u>	CR	0040.7000
Shadow Mountain LID	530	<u>\$9,299.46</u>	CR	0110.7000
MC Local Marketing District	231	<u>\$30,000.00</u>	CR	0050.7000
To Fund				
Warrant		<u>\$829,965.26</u>	DR	

Adopted this 12th day of November, 2024

\_\_\_\_\_  
Chairman

MONTHLY REPORT OF MOFFAT COUNTY TREASURER  
 SEPTEMBER 31, 2024 THRU OCTOBER 31, 2024

FUND	BEGINNING BALANCE	REVENUES				TRANSFERS (IN)	DISBURSEMENTS		ENDING BALANCE
		CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP		CASH WITHDRAWALS	TREASURERS FEES	
GENERAL FUND	35,367,126.92	21,662.05	628,200.02			998.67	-20,343.51	-1,622,234.97	34,375,409.18
ROAD & BRIDGE FUND	10,194,150.29		788,536.06		69,115.13	7,326.26	-6,573.63	-491,969.80	10,560,584.31
DEPARTMENT OF HUMAN SERVICES	1,663,518.50	1,241.00	239,474.23					-155,118.56	1,749,115.17
ACET	285,012.62							-2,144.67	282,867.95
MOFFAT COUNTY LOC MRKT DIST	499,304.14		4,141.84					-26,087.10	477,358.88
CONSERVATION TRUST FUND	196,968.97		632.46				-6.32	-2,512.20	195,082.91
MOFFAT COUNTY PUBLIC HEALTH	1,045,054.66	350.14	81,216.62					-43,769.90	1,082,851.52
LANDFILL	1,780,333.45		131,892.14					-1,261.76	1,864,873.19
POST CLOSURE - LANDFILL	218,000.00								218,000.00
PSC - JAIL FUND	1,588,133.63		154,491.14			256.07		-186,937.61	1,555,687.16
COUNTY HEALTH & WELFARE	3,930,360.17		338,887.31					-363,992.33	3,905,511.22
MEMORIAL REGIONAL HEALTH	7,453.89	3,324.10							3,324.10
WARRANT FUND - COUNTY	279,968.89					3,054,999.30	-3,202,994.07		131,974.12
SHADOW MTN LOCAL IMPROVE DIST	193,189.26		109.08						193,298.34
AIRPORT FUND	260,695.97		19,563.56					-181.59	269,962.08
PUBLIC LIBRARY	389,117.59		1,730.29			72.59		-17.30	363,419.92
COLO NORTHWEST COMM COLLEGE	19,427.86	3,325.46			8,639.74			-33.26	11,931.94
M C SCHOOLS RE#1 - GENERAL	217,411.78	31,949.09			101,802.71			-91.29	133,660.51
CAPITAL PROJECTS FUND	2,175,403.83		68,969.06						2,236,006.39
PUBLIC SAFETY CENTER - CAP PROJ	556.10		.95						557.05
NC TELECOM ESCROW ACCOUNT	254,492.65		817.17					-817.53	254,492.29
SUNSET #1 SECURITY DEPOSIT	18,898.94							-440.00	18,458.94
SUNSET MEADOWS #1	766,520.68		23,728.02					-19,253.33	770,995.37
SUNSET MEADOWS #2	160,415.52		61,445.24					-26,069.70	195,791.06
SENIOR CITIZENS CENTER - 15	240,714.44		12,656.60					-16,765.71	236,605.33
SUNSET #2 SECURITY DEPOSIT	17,934.00		487.00					-332.56	18,088.44
COURTHOUSE LEASE PURCHASE FUND	0.00								0.00
SCHOOLS RE#1 - BOND	12,042.96	7,232.15						-12,042.96	7,232.15
CITY OF CRAIG	35,971.47	5,705.01			8,866.26			-35,971.47	14,460.25
TOWN OF DINOSAUR	1,414.59	191.96			138.66			-1,414.59	326.89
CAPITAL FUND - CITY OF CRAIG	2,959.51	671.34			1,043.34			-3.73	326.89
ARTEGIA FIRE PROTECTION DISTRICT	831.39	142.51			195.88			-2,959.51	1,701.62
CRAIG RURAL FIRE PROTECTION DIST	13,390.63	3,434.86			6,456.67			-831.39	331.59
MAYBELL IRRIGATION	571.17	2,086.08			142.11			-13,390.63	9,726.19
MAYBELL SANITATION	174,908.51		6,794.80					-75.00	2,724.36
COLO. RIVER WATER CONSERVATION	3,199.97	553.99			1,439.48			-67.95	178,899.12
YELLOW JACKET CONSERVANCY DIST.	84.64	1.77			44.93			-26.65	1,966.82
MUSEUM OF NORTHWEST COLORADO	0.00							-84.64	46.62
POTHOOK WATER DISTRICT	54.73							-54.73	0.00
MOFFAT COUNTY TOURISM -LODGING 19	158,748.94		12,308.36						0.00
INTERNAL SER FUND-CENTRAL-DUP	97,979.85		869.48					-9,619.60	161,437.70
JUNIPER WATER CONSERVANCY DIST.	39,057.91		58.74					-575.51	98,273.82
HIGH SAVERY WATER DISTRICT	0.00								39,116.06
UPPER YAMPA WATER CONSERVANCY	2,897.06	281.18			1,967.22			-5.59	0.00
911 FUND	731,012.05		27,159.41					-2,897.06	2,234.34
ADVANCE TAXES - REAL ESTATE	318.14							-14.06	757,952.14
ADVANCED TAXES - 2012	0.00								318.14
ADVANCE TAXES - MOBILE HOMES	0.00								0.00
COUNTY CLERK'S COLLECTION	494,279.96		452,390.81					-429,507.29	517,163.48
CHECK CHANGE ACCOUNT	0.00		1,527.56					-1,527.56	0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		3,108.63					-3,108.63	0.00
PAYROLL EFT TAX PAYMENTS	0.00		373,679.67					-373,679.67	0.00
CRAIG DIST ADVISORY GRAZING BOARD	0.00								0.00
OIL & GAS EXEMPTION FUND REVENUE S	0.00		199,852.13						0.00
SPECIFIC OWNERSHIP	0.00		616.16						0.00
COUNTY SALES & LEASES	0.00								616.16
MOTOR VEHICLE REGIST.	19,369.01		5,716.49						25,085.50
2023 TREASURERS TAX DEED	352.77		150.08					-502.85	0.00

2017 TREASURERS TAX DEED	21.00		818.74							839.74
2010 TREASURER'S TAX DEED	4,990.23									4,640.15
2024 TREASURER DEED'S	6,060.62		100.00						-350.08	6,160.62
GRAND TOTALS	63,570,681.86	82,152.69	3,642,129.85	0.00	199,852.13	3,063,652.89	-4,528,662.76	-28,992.94	-3,063,652.89	62,937,160.83

I, Linda Peters, County Treasurer in and for the County of Moffat in the State of Colorado, do hereby certify that the foregoing is a true statement of the condition of the various funds as they appear from the records in my office at the close of business on the 31st day of October 2024.

Robert Razzano, Moffat County Treasurer

Examined by Board of the Moffat County Commissioner

Tony Bohrer  
Chairperson

Melody Villard

Donald Broom



**COLORADO**  
**Parks and Wildlife**  
Department of Natural Resources

Area 6, Northwest Region  
PO Box 1181  
Meeker, CO 81641  
P 970.878.6090

October 9, 2024

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

RE: Bitterbrush and Little Snake State Land Board Lease Renewal

Dear Commissioners,

I am writing to request your support for the Bitterbrush and Little Snake Land Board lease renewal in Moffat County that Colorado Parks and Wildlife (CPW) will be presenting to the Capital Development Committee (CDC) in November.

These properties are located near Maybell, CO. Bitterbrush SLB lease is located directly south of Maybell off county roads 59 and 57 and Little Snake SLB lease sits north of Maybell along county road 19. The total acreage of the Bitterbrush lease is 1,160.50 acres and the Little Snake lease is 40 acres.

The purpose of these leases is to provide for wildlife-related recreation for the public so long as use is compatible with wildlife and habitat management goals established by CPW. Both leases provide opportunities for hunting big and small game. These leases also bolster local economies through hunter dollars being utilized on hotels, food, restaurants, etc.

Access to the property is walk-in or horseback only. Because of this type of access, hunting overcrowding is greatly reduced and provides habitat that wildlife can utilize without the presence of others type of outdoor recreation.

Colorado Parks and Wildlife respectfully requests your support with the renewal of the lease for this property. If you either support, or do not object to the lease renewal, please sign at the bottom of this letter and return it to me at your earliest convenience. You may either send it by mail to the address listed above or email it to me at [johnathan.lambert@state.co.us](mailto:johnathan.lambert@state.co.us).

Sincerely,

Johnathan Lambert



Jeff Davis, Director, Colorado Parks and Wildlife

Parks and Wildlife Commission: Dallas May, Chair • Richard Reading, Vice-Chair • Karen Bailey, Secretary • Jessica Beaulieu  
Marie Haskett • Tai Jacober • Jack Murphy • Gabriel Otero • Murphy Robinson • James Jay Tutchtton • Eden Vardy



# Continuity of Operations (COOP) Plan

Contributing Agencies:

Moffat County Public Health

Colorado Department of Public Health and Environment

Prepared by:

Kari Ladrow and Jim Johnson

Updated by:

Sarah Copeland

Moffat County Public Health Director and  
Registered Nurse

Reviewed by Steve Hilley

Readiness and Response Coordinator Northwest Regional Healthcare Coalition

Mason Klahn

Northwest Colorado Emergency Preparedness and Response Regional Staff

October 2024

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## **EXECUTIVE SUMMARY**

This Moffat County Public Health Continuity Of Operations Plan (COOP) outlines circumstances under which the plan should be executed, provide guidance on the key elements of plan, and reflect Moffat County implementation strategies. This COOP Plan will be executed during all hazards events that have made it necessary to utilize alternative methods of maintaining the agency functions. This may include an internal disaster, such as a fire in the building that the agency is located. It could include an event, such as a tornado or flood where accessing services at Moffat County Public Health may be interrupted due to debris or impassable roads. Executing this plan may also occur due to a large disease outbreak, or mass fatality event, where components of the Moffat County Public Health mission may be overwhelmed. Implementing the COOP may also become necessary with the loss of essential leaders in the agency or required evacuation of the population that the agency serves.

### **Introduction**

Government agencies need to anticipate how they will provide services during a disaster, how to resume services once they have been interrupted, or alternative means for providing services during a disaster. This plan provides guidance to Moffat County Public Health staff that they may find themselves adapting to fill roles of succession in order to maintain the Moffat County Public Health mission.

### **Purpose**

This plan was developed to ensure the continuity of the agency's mission and essential functions during a crisis or disaster. This COOP is designed to address all hazards threats, including manmade and natural occurring incidences. Local Public Health Agencies (LPHA) are required to develop and maintain the COOP as an annex to their Public Health Emergency Operations Plan (PHEOP).

## **APPLICABILITY AND SCOPE**

The scope of this COOP is to identify the essential functions of Moffat County Public Health and ways to maintain them during all hazard's circumstances. This plan addresses capabilities Moffat County Public Health has of providing services from remote locations, redundancy for data collection, personnel that have been trained to provide leadership under disaster circumstances (ICS/NIMS), information management that may need to be developed for the public, vendor managed activity (vaccine, office supplies, UPS - uninterruptible power supply), payroll, purchasing and human resource considerations. A disaster scenario may affect a segment of the agency functions, such as Emergency Preparedness for local or Regional Coordination.



## **ESSENTIAL FUNCTIONS**

The essential functions section includes a list of the Moffat County Public Health prioritized essential functions. Essential functions are those organizational functions and activities that must be continued under any and all circumstances. Note; these Essential Functions are not listed in order of importance.

Moffat County Public Health key/essential functions are:

- 1) Coordination of services to special needs populations
- 2) Payroll, Purchasing, Billing
- 3) Vaccinations
- 4) Emergency messaging to the public
- 5) Health Alert Network messaging to partners
- 6) Epidemiology Investigations and support
- 7) Vital Statistics-birth and death certificate ordering and distribution

## **VULNERABLE POPULATIONS/SPECIAL NEEDS**

Vulnerable populations comprise a range of residents who may not be able to safely access and use the standard resources and services offered in disaster preparedness, relief, and recovery. They may include people with sensory impairments (e.g., blind, deaf, hard-of-hearing), cognitive disorders, mobility limitations, or limited English comprehension or non-English speaking. Other groups may include the elderly, people who are geographically or culturally isolated; medically or chemically dependent, or homeless. These populations may require specific planning to address their unique situations. Moffat County Public Health has defined the following target populations as being particularly at risk:

The elderly, especially due to the rural nature of the counties

The geographically isolated – 50% of the county population lives outside of towns

Monolingual Spanish speakers/migrant workers

Those with sensory disabilities (hearing and visually impaired)

The mentally ill and developmentally disabled

## Individuals experiencing homelessness

Energy industry workers in Moffat County working in coal, oil, and natural gas industries, many from other countries.

Moffat County Public Health recognizes its limitations in locating and reaching special populations, and therefore plans a targeted and layered implementation based on multiple strategies to reach vulnerable populations.

Some challenges in serving these populations may include:

- Providing information and risk communications
- Education and outreach
- Shelter coordination services in case of an emergency
- Personal preparedness planning
- Translation services
- Transportation planning in case of evacuation

## CONCEPT OF OPERATIONS

### A. ACTIVATION AND RELOCATION

The agency receives guidance or directives from a Local, State or Federal authority:

Example: During the Katrina hurricane and flooding, large segments of the evacuated population were relocated to the state of CO. This affected WIC services, primary care services, medications for chronically ill, and sheltering of the relocated population. While there was no damage to the LPHA facility, services were extended to populations from other jurisdictions, according to guidance received from the Colorado Department of Public Health & Environment (Chief Medical Officer) and Department of Health & Human Services (DHHS).

#### Decision Making Process

Once the directive is received by Moffat County Public Health representatives, key messages for partners and the general public will be developed and communicated to identify the altered functions or modes of providing those functions or services.

#### Alert Notification and Implementation

Incident Command will be implemented by authority (or successors) within the agency and roles assigned.

Protocols will be developed and communicated to staff who may be executing the new developments or service alternatives.

#### Leadership

Managers and coordinators of essential services within the agency will identify populations that will be affected by the directives and provide key messages to those populations to transition how receipt of services is obtained.

MCPH staff will also be in an Emergency Support Function #8 (ESF8) lead role or in support of ESF8. Staff may include the Director of Public Health, EPR Regional Staff, or local county EPR Coordinator/Manager.

Due to the statewide Public Health transformation and rural nature of smaller Public Health Departments, MCPH has contracts and Memorandums of Understanding in place for scalable workforce expansion and reduction, in response to the needs of the incident.

**ORDER OF SUCCESSION AND DELEGATIONS OF AUTHORITY (as of October 2024) –**

These positions have the legal authority to carry out all duties:

Moffat County Public Health Director

Moffat County Medical Officer

Moffat County Board of Health/Board of County Commissioners

The Moffat County Public Health representative that is identified in the line of succession for the affected function of the agency communicates the need for altered service provisions:

Example: Due to a flood, recipients of services may be unable to obtain support provided under day to day operations. This may require that Moffat County Public Health to alter how the services are obtained. This may include use of a different facility, utilizing the phone for client counseling, rather than face to face meetings, or obtaining checks in a different manner than what is implemented day to day. Managers of these core functions of Moffat County Public Health will work with administrative staff to determine activation of this COOP annex and alternate service venues to maintain essential services.

- 1) Managers that oversee key functions or essential services of Moffat County Public Health identify obstacles to providing day to day services. These obstacles may include: electrical outages, disrupted phone service, interruption of mail service, road closures and other disruptions.
- 2) Alternative measures are identified as solutions to the disruption: Solutions may include various road routes, implementing mutual aid agreements to obtain resources, staff providing services from home rather than office, or staff mobilizing services rather than providing them from the facility.
- 3) Key messages are developed for partners and the general public or targeted populations to communicate the alternative measures that will be implemented to provide services.

### **CONTINUITY FACILITY OPERATIONS**

Damage to the LPHA facility requires use of an alternate facility in order to maintain essential services of the agency. The Moffat County Courthouse and Annex is the preferred and designated alternate facility.

Example: Due to fire, flooding, contamination of a facility, loss of heating, or other hazards, activities of Moffat County Public Health may need to be moved to other facilities.

Authority within Moffat County Public Health (or other local authority, such as fire) identifies that damage to the facility does not allow functioning within the facility.

- a) Incident Command positions are assigned for the possible activation of this plan.
- b) Notification of staff is conducted at onset with appropriate evacuation protocols within the county/facility plan. Activation of the 24/7 Emergency Call Tree and established procedures may be appropriate.
- c) Incident Command is responsible for staff accountability and communicating with local agencies who may be conducting response/rescue operations in the facility.
- d) Individual staff are responsible for communicating with ICS structure in their agency on their location and status.
- e) Protocols are determined for staff moving services to another facility.
- f) Alternative methods for maintaining payroll are implemented.
- g) Mapping of the new facility is provided to staff.
- h) Communication with vendors alerts them to new facility location(s).
- i) Key public messages are developed and provided to the public and partners as to new location for services, or alternative method for receiving services.
- j) Protocols for vendors or delivery services will be developed and communicated so resources are received at the new facility.

## **CONTINUITY COMMUNICATIONS**

- a) Moving or obtaining computers for use in the new facility will be the responsibility of the IT personnel in coordination with Moffat County Public Health IC (Incident Command) or logistics as assigned in the Department Operations Center.
- b) Use of cell phones to support communication will be utilized until land lines are provided in the new location. Call down lists for Moffat County Public Health will be implemented and home phone numbers may be utilized if staff are required to work from home.
- c) Moffat County Public Health IC or logistics will coordinate with phone companies to obtain land line services to the new facility.
- d) New call down lists, phone lines, phone numbers and contact information will be provided to appropriate agencies, clients, staff and the media.

### **Loss of Communications/ Communication Failure**

#### **1) Landline/Building phone failure**

- a) Cellular communication via county cellular phone
- b) 800 MHz radio communication

#### **2) Cellular Failure**

- a) 800 MHz radio communication
- b) Satellite phone- available upon request through County Emergency Manager
- c) Cellular on Wheels (COW, portable cell site) - available upon request through County Emergency Manager

## **VITAL RECORDS MANAGEMENT**

- a) Moffat County Public Health Incident Command (IC) or the Public Information Officer (PIO) will provide notification to agencies or databases (for example: CEDRS – Colorado Electronic Disease Reporting System) that disruption has occurred and what systems are affected.
- b) Protocols for moving patient records (or accounting of destroyed ones) will be provided to Moffat County Public Health staff who may be assisting with vital files.
- c) Transition to hard copy files as a redundant system will be communicated to staff or database contacts for client tracking, disease tracking, or financial recording (vendors, payroll) until critical systems are operational.
- d) Back-up systems for these files will provide re-creation of Moffat County Public Health documentation prior to the incident.

## **RECONSTITUTION**

Restoring day to day operations through recovery activities and suspending alternative measures.

### **1. Decision Making Process**

- a) Moffat County Public Health IC identifies that alternative measures are no longer needed.

### **2. Alert, Notification, Implementation**

- a) Protocols for Moffat County Public Health staff are developed for suspending alternative services measures and transitioning to day to day operation. Communication will be by encrypted e-mail.
- b) Timelines are established to identify stages of reconstitution.
- c) Key messaging is developed for partners and the public to communicate the transition to day to day operations, including how modes of services will be provided under day to day operations, changes to payroll operations or other activities.
- d) Key messages for vendors are developed with protocols for delivery and payment for services.

### **3. Leadership**

- a) Following a disaster, leadership within Moffat County Public Health may be altered when day-to-day operations resume. This may be due to death, illness, relocation, or employees that may no longer be employed by the agency.
- b) New organizational charts will be developed and roles assigned to maintain services
- c) New leadership structures will be communicated to staff, partners at upper and lower levels, stakeholders, clients and human resource structures in the county or agency.

Based on the type and scope of event, Public Health leadership will work with the Moffat County Treasurer and Accounting Departments to determine cost of additional services to augment recovery.

## **DEVOLUTION**

If a catastrophic event affects long-term reconstitution of the primary location facility and/or staff, Moffat County Public Health will request activation of the *Colorado Emergency Mutual Aid and Assistance Agreement for Colorado Public Health Agencies*. Moffat County Public Health will also request activation of the Northwest All-Hazards Region Mutual Aid Agreement. Both agreements will assist with training and staffing personnel to continue essential Public Health services outlined on page 3 of this COOP Plan.

**COOP PLANNING RESPONSIBILITIES**

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<b>Responsibility</b>	<b>Position</b>
Update COOP plan annually.	Northwest Colorado EPR Regional Staff and LPHA staff
Update telephone rosters monthly.	Moffat County PIO
Review status of vital files, records, and databases.	Moffat County Clerk and Recorder and Moffat County Public Health
Conduct alert and notification tests.	Moffat County Public Health HAN Coordinator
Develop and lead COOP training.	Northwest Colorado EPR Regional Staff
Plan COOP exercises.	Northwest Colorado EPR Regional Staff



## **LOGISTICS**

### **A. ALTERNATE LOCATION**

Memoranda of Understanding may need to be developed in the event Moffat County Public Health owned facilities cannot be utilized as an alternative location. The local health officer may also commandeer facilities in order to provide public health services during a disaster.

Alternative facility choices will be given consideration based on the criteria below:

Considerations for an alternate location include:

1. Operational risk associated followed by vulnerability and impact analysis with each facility
2. Performance of a risk assessment followed by vulnerability and impact analysis
3. Sufficient space and equipment
4. Capability to perform essential functions within 12 hours, or up to 30 days.
5. Accessibility by Moffat County Public Health clientele.
6. Reliable logistical support, services, and infrastructure systems.
7. Interoperable communications (800 MHz radios, Amateur Radio Emergency Services).
8. Computer equipment and software.

### **B. INTEROPERABLE COMMUNICATIONS**

Interoperable communications will be required within Moffat County Public Health and with agencies outside Moffat County Public Health. Redundant systems will be provided to staff in communication protocols or incident action plans that are developed at the onset of the disaster. Interoperable communications should provide:

1. Capability commensurate with an agency's essential functions
2. Ability to communicate with essential personnel
3. Ability to communicate with other agencies, organizations, and customers
4. Access to data and systems
5. Communications systems for use in situations with and without warning
6. Ability to support COOP operational requirements
7. Ability to operate at the alternate facility within 12-hours, and for up to 30 days
8. Interoperability with existing field infrastructures (epi, lab, environmental health)

## **HUMAN CAPITAL - TEST, TRAINING, AND EVALUATE**

Real life circumstances such as power outages, severe weather, or server crashes can provide excellent ways to test the COOP plan. Staff need to be trained on the COOP plan, the training schedule associated with it, and the tasks created to keep the COOP plan current, such as listing responsible parties for keeping call down lists current, databases and back-up systems current, and communication systems viable (batteries for radios, etc.).

All existing MCPH staff will be needed to continue essential services and functions (human capital management).

Should additional staff be required MCPH staff will utilize assistance outlined in the Emergency Mutual Aid Assistance Agreement to request additional staff/resources.

MCPH also has the option to utilize the Colorado Volunteer Mobilizer (CVM), to request additional staff.

COOP operations and activities are included in all new Public Health employee orientations as well as updates. These updates to the Moffat County Public Health COOP Plan are required reading or training by all staff.

Tabletop exercises with Moffat County Public Health are on-going and occur at least once per year. Testing of the COOP, as well as other Emergency Plans, is always part of this exercise, no matter the scenario.

## **MULTI-YEAR STRATEGY AND PROGRAM MANAGEMENT PLAN**

The COOP Plan multi-year strategy will evolve with the management of the Public Health Emergency Operations Plan (PHEOP).

## **COOP PLAN MAINTENANCE**

The COOP Plan maintenance will include the following steps:

- Review the entire COOP Plan at least annually (EPR Regional Staff)
- Include updated key evacuation routes (EPR Regional Staff)
- Include updated roster and call down lists information (MCPH PIO)
- Include updated maps including alternate routes, designations of alternate locations (EPR Regional Staff)

## **Annex A: Authorities and References**

The Colorado Department of Public Health and Environment requires that LPHAs develop and maintain a COOP. This plan is an annex to the Moffat County Public Health Emergency Operation Plan.

This Continuity of Operations Plan (COOP) has been developed for use by Moffat County Public Health. This document is a “living document” and will be continuously updated as conditions change.

This COOP was established to promote a system to: save lives; protect public health and the environment; alleviate damage and hardship; and, to reduce future vulnerability within Moffat County. Further, this document indicates the commitment to annual planning, training, and exercise activities in order to ensure the level of preparedness necessary to respond to emergencies or disasters within the County.

**Annex B: Alternate and Virtual Work Location/Facility Information:**

Moffat County Courthouse  
1198 West Victory Way  
Craig, CO 81625

Virtual/Remote Work Locations  
Home office locations

### **Annex C: Alerts and Notification**

- Staff will contact 911 whenever an incident threatens life safety
- Staff who become aware of a non-life-threatening incident should immediately contact their immediate supervisor or his/her supervisor.

If evacuation is necessary, staff will meet in the parking lot of the MCPH offices (1198 West Victory Way, Craig Co. 81639). In the event safety or security are compromised, staff will meet at the Mavericks parking lot (1302 W Victory Way, Craig, CO 81625).

Staff must complete the following checklist and make it available to the IC:

- ✓ Names of employees/clients unaccounted for
- ✓ Last known location of employees/clients unaccounted for
- ✓ Special medical/mobility considerations of employees/clients unaccounted for
- ✓ A list of staff contact information is available on the Moffat County Government contact phone list.

### **Employee Contingency Operations Instructions:**

When it is determined that all employees are safe, the Public Health Director or designee will provide instructions to all staff as to plans for contingency operations for the department.

- Staff are expected to obtain information regarding contingency operations
- If the Public Health Director is not available, the designee will provide this contingency operations information.

During Disaster/Emergency contingency (non-daily activities) operations, the activation of the COOP will ensure essential functions are maintained for the first 72 hours of the emergency: The Devolution of the service section of this COOP allows certain Essential Functions to be suspended, eliminated or transferred to other Public Health Authorities.

- 1) Coordination of services to special needs populations
- 2) Subcontracted vaccinations
- 3) Emergency Messaging to the public
- 4) Health Alert Network messaging to partners

5) Epidemiology Investigations

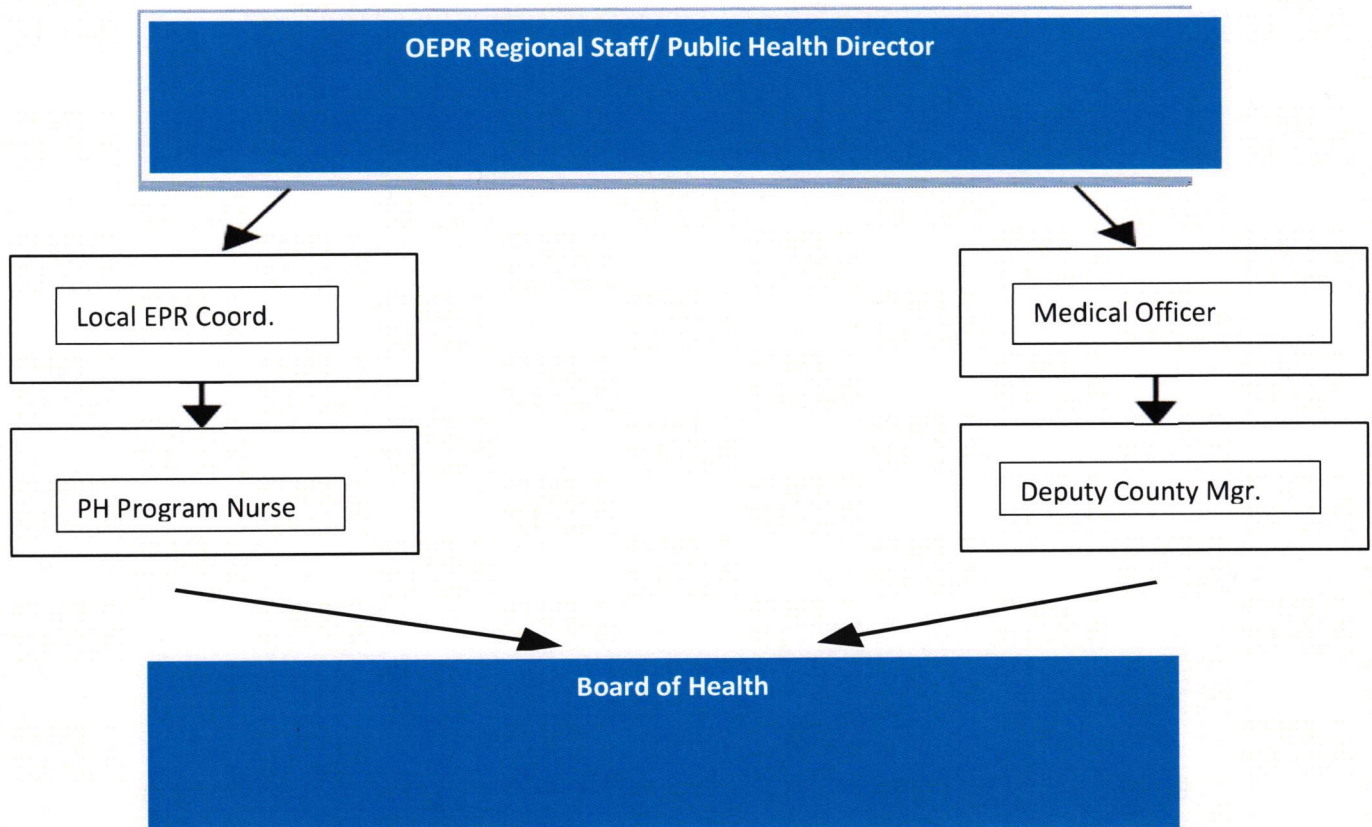
6) Vital Statistics (birth, death)

7) Payroll, Purchasing, Billing

Public: All programs may be eliminated at Moffat County Public Health. This includes, but not limited to public, communicable disease, and emergency preparedness programs.

Statutory: Due to the increase demands of Moffat County Public Health, all programs will be on a limited "business as usual" basis.

Continuity of Moffat County Government Operations: See Moffat County Government Operations plan.



Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

(Board Chair)

**Memorandum of Understanding  
Western Colorado Health Network  
&  
Moffat County Public Health**

**Parties:**

Western Colorado Health Network (WCHN) is a nonprofit 501(c)(3) health service organization providing case management and supportive services for people living with HIV, and prevention services for people at risk of acquiring HIV and other health conditions. WCHN serves several counties in western Colorado, including Moffat County, providing HIV, HCV, syphilis, and other STI testing.

Moffat County Public Health is a county agency focused on protecting and promoting the health and well-being of Moffat County residents through services such as immunizations, health education, and public health preparedness.

**Objective:**

The objective of this MOU is to facilitate a collaborative testing event that offers low-barrier access to HIV, HCV, syphilis, and other STI testing for community members on a quarterly basis. This event is intended to provide testing in a confidential, stigma-free environment while ensuring that Moffat County Public Health is not legally responsible for the services provided or any interactions with individuals receiving testing.

**WCHN Responsibilities:**

WCHN agrees to:

1. Provide free, anonymous, and confidential testing services for HIV, HCV, syphilis, and other STIs at Moffat County Public Health, located at 1198 West Victory Way, Suite 110, Craig, CO 81625.
2. Deliver test results in a private and temperature-controlled location to ensure confidentiality and comfort for participants.
3. Bring educational materials related to sexual health and other relevant health topics.
4. Ensure that all services provided during the event comply with relevant laws and regulations.



5. Take responsibility for the proper disposal of medical waste generated by WCHN during the event.

**Moffat County Public Health Responsibilities:**

Moffat County Public Health agrees to:

1. Provide a private, temperature-controlled space for the delivery of test results.
2. Support WCHN in the logistics of hosting the event but will not provide testing services, materials, or staff.
3. Acknowledge that no legal relationship exists between Moffat County Public Health and individuals receiving testing services, nor is Moffat County Public Health liable for any actions or outcomes related to the services provided by WCHN.

**Period of Agreement:**

This Memorandum of Understanding is effective upon signing and shall remain in effect until termination by either party with a 30-day written notice. WCHN will provide testing at Moffat County Public Health on a quarterly basis, and this MOU shall be reviewed by both parties annually.

**Independent Contractors:**

It is expressly acknowledged by the Parties that they are "independent contractors" with respect to one another. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, agency, or joint venture between the Parties. **WCHN agrees to indemnify and hold Moffat County and Moffat County Public Health harmless from any and all claims arising out of the testing that WCHN is doing on the premises of Moffat County whether directly related to the testing, indirectly related to anyone coming and going on Moffat County's property as a result of such testing, or otherwise arising out of any injury or claim that may arise out of WCHN's employees and/or agents being on Moffat County's premises or the individuals coming on Moffat County's premises to receive any services provided by WCHN.**

Memorandum of Understanding agreed to and signed by:

Tony Bohrer, Moffat County  
Commissioner Chair Person

Date:



Darrell J. Vigil, Chief Executive Officer  
Western Colorado Health Network, Inc.

Date:

11/4/24

# MEMORANDUM OF UNDERSTANDING

Between  
MOFFAT COUNTY  
and  
PROWERS COUNTY

## INTRODUCTION:

This Memorandum of Understanding ("MOU") is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner ("Prowers County"), and Moffat County, Colorado ("Moffat County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Moffat County shall jointly be referred to as the "Parties."

## PURPOSE:

1. This MOU is developed in partnership between Prowers County and Moffat County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the hotline regarding persons that reside in Moffat County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of Moffat County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Moffat County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Moffat County can complete the final disposition of each call.

## TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
  - a. This MOU becomes effective January 1, 2025 for the period of 12 months, ending December 31, 2025.
  - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
  - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
  - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
  - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

## RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 Other CW calls will equal one report.
  - a. Projected numbers of Program Area 5, Program Area 4, Institutional, Other CW, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. Moffat County is allocated twelve free reports, child abuse/neglect or APS reports, each quarter for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Moffat County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Moffat County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Moffat County may request. Moffat County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Moffat County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2025 – Dec 2025	346
C/W Inquiries 150 Divided by 10	15
Total Estimated Reports	361
Less the Allotment of Reports (12 per quarter)	-48
Total Estimated Reports to be billed	313
Rate per Report	\$ 25.00
Estimated Investment for C/W Reports	\$ 7,825.00
Estimated number of APS reports Jan 2025 – Dec 2025	92
Rate per APS Report	\$ 25.00
Estimated Investment for APS reports	\$ 2,300.00
Total Investment for Call Coverage services	\$ 10,125.00

6. Moffat County will be billed quarterly for actual number of reports taken, less the allotted reports of 12 reports of any type per quarter.

**JOINT RESPONSIBILITIES SHARED BETWEEN MOFFAT COUNTY AND PROWERS COUNTY HCCC:**

1. Both Prowers County and Moffat County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.
2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Moffat County.
3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

**GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:**

1. The Prowers County HCCC will make the appropriate routing changes and take all calls for Moffat County on a full-time basis. Full-time is defined as 7 days per week, 24 hours a day including holidays. All next step decisions regarding Hotline call records will be left to the discretion of Moffat County. Moffat County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
2. All next step decisions regarding Hotline call records will be left to the discretion of Moffat County. Moffat County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
3. **Child Welfare Reports**, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Moffat County's Trails Inbox. HCCC will notify Moffat County

of a referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Moffat County to check the pending queue and manage the final disposition of all records.

- a. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Moffat County.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Moffat County while information is being entered into the THA or CAPS.
5. **Information and Referral (non-CW)** calls will be sent to Moffat County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Moffat County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Moffat County main Department of Human Services number. Moffat County can request a brief synopsis.
6. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Moffat County, HCCC will transfer the call to a Moffat County on-call designee. If the Moffat County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
7. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Moffat County will confirm receipt and update in the THA.
  - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
  - b. Notification to Moffat County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

#### GENERAL RESPONSIBILITIES OF MOFFAT COUNTY:

1. Moffat County will provide an updated list of on-call Moffat County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is Moffat County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Moffat County will notify the HCCC of any special circumstances where Moffat County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Moffat County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Moffat County.

#### GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2025 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2026 providing for payment of such obligations. Moffat County shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

**Approving Entities**

**Approving Entities**

Signed: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Entity: \_\_\_\_\_

Signed: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Entity: \_\_\_\_\_

**State Confirmation**

Date: \_\_\_\_\_  
 Signed: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Entity: \_\_\_\_\_

# STATE OF COLORADO CONTRACT MODIFICATION CONTRACT AMENDMENT #5

**State Agency**  
Department of Health Care Policy and Financing  
**Contractor**  
Moffat County  
**Original Contract Number**  
2021CMIP042  
**Amendment Contract Number**  
2021CMIP042A5

**Contract Performance Beginning Date**  
July 1, 2020  
**Current Contract Expiration Date**  
June 30, 2025  
**Current Contract Maximum Amount**  
Initial Term  
State Fiscal Year 2021 \$19,564.4  
Extension Terms  
State Fiscal Year 2022 \$19,564.4  
State Fiscal Year 2023 \$25,811.74  
State Fiscal Year 2024 \$22,904.67  
State Fiscal Year 2025 \$22,458.05  
**Total for all State Fiscal Years \$110,303.26**

### THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

**CONTRACTOR**  
Moffat County

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

Amendment Effective Date: \_\_\_\_\_

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

**1. PARTIES**

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor and the State.

**2. TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

**A. Amendment Term**

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment.

**4. PURPOSE**

To modify Contract Exhibits to update performance-based targets and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility, and cooperation with other Medical Assistance-related entities. This Amendment includes modifications to existing Performance Incentives.

**5. MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:

A. Exhibit A-2, Statement of Work is hereby deleted in its entirety and replaced with Exhibit A-3, Statement of Work which follows.

B. Exhibit B-2, Rates is hereby deleted in its entirety and replaced with Exhibit B-3, Rates which follows.

**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to



the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

## **EXHIBIT A-2, STATEMENT OF WORK**

### **1. TERMINOLOGY**

1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.

1.1.1. Applicant - An individual for whom Contractor is performing a Medical Assistance Eligibility Determination.

1.1.2. Average Speed to Answer (ASA) - A key Call Center metric measuring the average amount of time it takes to answer a phone call from a customer, from the point of call connection to being connected to a live agent, including the time waiting in queue. ASA does not include calls that can be answered through automated means and do not require a live agent.

1.1.3. Business Day - any day in which the State is open and conducting business, but shall not include Saturday, Sunday, or any day which the State of Colorado observes one of the holidays listed in C.R.S. §24-11-101(1).

1.1.4. Call Center - A Call Center is defined as having one dedicated line for contacting Contractor; when members and individuals call in, they are automatically assigned to the next available Contractor agent. This dedicated line should also have technology in place to provide data, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls. Call Centers can be as small as one (1) Contractor staff and as large as 100 or more Contractor staff answering calls.

1.1.5. Child Health Plan Plus (CHP+) - public low-cost health insurance for certain children and pregnant women. It is for people who earn too much to qualify for Health First Colorado (Colorado's Medicaid program), but not enough to pay for private health insurance.

1.1.6. Compliance Measures - Performance measures tied to contracts to ensure Colorado does not fall below expected federal or state performance standards.

1.1.7. COGNOS/Decision Support System 01 (DSS01) - the Department's data reporting systems that use information from the Colorado Benefits Management System (CBMS).

1.1.8. Colorado Benefits Management System (CBMS) - the State's eligibility determination system.

1.1.9. Colorado interChange (interChange) - the State's claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collect and analyzes data related to those payments.

1.1.10. Corrective Action Plan (CAP) - A formal plan submitted by the County and in collaboration with the Department who will provide technical assistance to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.

1.1.11. County Administration website - the Department's public-facing website where contract documentation is kept for the County Incentives Program (<http://www.colorado.gov/hcpf/county-admin>).

1.1.12. County Financial Management System (CFMS) - the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado's Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.

1.1.13. County Incentives Program - program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.

1.1.14 County Incentives Program Guide - This guide provides an overview of the County Incentive Program, including how to operate effectively, tools for improvement, and using performance data to meet targets and enhance business processes.

1.1.15. Determination - The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.

1.1.16. Disenroll or Disenrollment - The act of processing a change in circumstance that affects a member's eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan Plus.

1.1.17. Eligibility Quality Assurance (EQA) Program - EQA conducts monthly case reviews to monitor the accuracy and timeliness of eligibility determinations for Medical Assistance made by Contractor, with cases pulled monthly for quality review. Results of the EQA reviews are displayed on the MAP Accuracy Dashboard.

1.1.18. Exception - is a contract action the Department will take action on its own, without needing any input or steps from Contractor, that will assist Contractor in meeting and/or exceeding performance targets and deliverables.

1.1.19. Exemption - is a contract action the Department takes upon receiving a formal request from Contractor to grant an exemption, and that request is backed up by data or other documentation that is submitted by Contractor to the Department.

1.1.20. HCPF Memo Series - The Department's policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program (<https://hcpf.colorado.gov/memo-series>).

1.1.21. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) and Non-MAGI Methodology.

1.1.22. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.

1.1.23. Improvement Action Plan (IAP) - An informal plan submitted by the County to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.

1.1.24. Key Performance Indicator – KPI, a specific, measurable and quantifiable measure of performance metrics used to track progress over time toward a specific objective or goal. Call Center KPIs definitions and terminology were shared with Tier 1 counties in FY 2023-24 and will be issued as an attachment in the HCPF Memo Series.

1.1.25. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing home care, home-health care, personal or adult day care for individuals of any age with a chronic or disabling condition.

1.1.26. Management Decision Letter (MDL) -A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.

1.1.27. MCC – Health First Colorado Member Contact Center

1.1.28. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.

1.1.29. Medical Assistance Performance (MAP) Dashboards - a graphic representation of essential information regarding performance measures, targets and the county's actual performance. The MAP Dashboards highlight each county's performance and quality.

1.1.30. Performance Measure - A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.

1.1.31. Performance Coaching Workbook - a tool provided by HCPF to support Eligibility Sites with understanding of the key performance indicators for Colorado Human Service Offices and MA/EAP Sites.

1.1.32. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.

1.1.33. PuMP - Performance Measurement Process developed by Stacey Barr.

1.1.34. Reporting Period - The period of time for each performance standard used to measure whether Contractor is meeting the requirements of each specific Performance Incentive Standard, including performance targets and/or deliverables.

1.1.35.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.

1.1.35.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.

1.1.36. Redetermination - A Determination as defined under 10 C.C.R. 2505-10 8.100.3.P.

1.1.37. State Fiscal Year (SFY) - The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year.

1.1.38. Status Report - a communication to Contractor that details which Performance Incentive Standards were met for each Reporting Period.

1.1.39. Tableau – is an interactive data visualization software focused on business intelligence; provides a graphic representation of essential information regarding performance measures, targets and the county's actual performance.

1.1.40. Target - a specific goal or standard that the Department aims to achieve. It represents the desired level of performance or outcome that is used to evaluate success. Degree of performance we are continuously striving to achieve (i.e., 95% Timeliness).

1.1.41. Timely Determination - Any initial Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.

1.1.42. Timely Disenrollment - Processing a change in a member's circumstance resulting in disenrollment within fifteen (15) Calendar Days.

1.1.43. Timely Renewal - A renewal is considered timely if it is completed by the last day of the due month when the packet is received before the 15th. If the packet is received on or after the 15th, you'll have 30 Calendar Days from the packet received date to complete the renewal to keep it timely. Also, any renewals received during the 90-day reconsideration period will have 30 Calendar Days from the date the packet is received to be completed.

1.1.44. **Untimely Determination** – Any initial Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.

1.1.45. **Untimely Renewal** – If the renewal packet is received before the 15th of the due month, you have until the end of that month to complete it, if not completed is considered untimely. If the packet is received on or after the 15th, you'll get 30 Calendar Days from the packet received date. If the renewal isn't completed within those 30 Calendar Days, it will be marked as late. Additionally, if a renewal is received during the 90-day reconsideration period, you will have 30 Calendar Days from when the packet is received to complete it. Any renewal completed after that 30-day period will also be considered late.

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

## **2. COUNTY DETERMINATIONS**

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

## **3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS**

### **3.1. Systems Utilized to Determine Compliance**

3.1.1. To determine whether Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within Contractor's county, the Department will utilize the COGNOS/DSS01 and MAP Dashboard systems to pull data tracking and reports that track Contractor's compliance with certain Performance Incentive Standards. This data will be visualized on each county's MAP Dashboards.

3.1.2. To determine whether Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within Contractor's county, the Department may utilize data from the Colorado interChange system.

3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether Contractor met any or all the Performance Incentives Standards.

3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems published on the MAP Dashboard will be defined in each applicable Performance Incentive Standard and/or the PuMP template for those performance measures.

3.1.5. Contractor shall utilize policy, operational and informational guidance provided in this Exhibit, the County Incentives Program Guide and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine Contractor's compliance with any or all the Performance Incentives Standards.

3.1.6. To determine whether Contractor met any or all the Call Center Performance Standards, the Department will review county call center systems data for tracking and reports that track Contractor's compliance with Customer Service Performance Incentive Standard.

### 3.2. Communications Utilized to Determine Compliance

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

3.2.2. Contractor shall utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Performance Incentives Standard Program referenced throughout this Agreement.

3.2.3. If additional guidance or contract clarification is needed, the Department shall release additional guidance to Contractor through the HCPF Memo Series.

3.2.4. The Department reserves the right to request written documentation from the County to include but not limited to the following: (1) any and all documentation generated by various software and/or systems; (2) written policies and procedures; (3) standard operating procedures; (4) Internal directives and/or communications to staff related to processing or performance guidelines.

3.2.4.1 If the Department requests any documentation outlined in 3.2.4, the County shall respond within five (5) Business Days commencing the day following the issuance date of the request. If, for reasons outside of the County's control, the County is unable to respond within the five Business Days, the County will notify the Department immediately and request an extension. The request for an extension must be received by the Department within the five-calendar day timeframe as outlined above. The County must provide a reason for the extension. If the request for the delay is not received within the five-calendar day timeline, the request will be denied.

3.2.4.2 The Department reserves the right to extend the deadline or to deny the request for an extension.

## 4. PERFORMANCE INCENTIVES STANDARD PROGRAM

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

#### 4.2. Accuracy Performance Incentive Standard

4.2.1. Contractor may earn the Accuracy Performance Incentive Payment by meeting the Accuracy targets at the end of the Second Reporting Period. To earn the entire Accuracy Performance Incentive Payment, Contractor must meet both targets as specified in section.

4.2.1.1 which includes (1) Target for Inaccurate Eligibility Determination Rate, and (2) Target for Errors That Do Not Impact Eligibility. The accuracy performance incentive payment will be 75% for the Incorrect Eligibility Determination Measure that is met and 25% for Errors That Do Not Impact Eligibility that is met. The accuracy performance incentive payment shall be allocated as follows: 75% of the total incentive shall be awarded for the successful attainment of the Incorrect Eligibility Determination Measure, and 25% shall be awarded for the successful attainment of the Errors That Do Not Impact Eligibility Measure. Accuracy Performance Incentive Payment will be 40% of the total amount for this Performance Incentive.

##### 4.2.1.1. Accuracy Targets

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

4.2.1.1.2. Tier 1 target percentage (%): Contractors with twenty (20) or more cumulative quality assurance case reviews conducted over a twelve-month period. This is the target reported on the MAP Accuracy Dashboard.

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

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

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

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

##### 4.2.1.2.2. Target Percentages for Incorrect Eligibility Determination Rate



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

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

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

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

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

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

4.2.1.4.1. Contractor shall comply with the HCPF Eligibility Quality Assurance Program, per 10 CCR 2505-5 1.020.10.2 and HCPF Operational Memo (OM) 21-057, or whichever later Operational Memo supersedes OM 21-057, which specifies Contractor’s role in the state quality assurance (QA) case review process.

4.2.1.4.1.1. The EQA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by Contractor, and EQA case reviews occur monthly.

4.2.1.4.1.2. Contractor must respond to documentation requests and error findings within ten (10) Business Days of the request to ensure EQA case reviews are completed timely.

4.2.1.4.1.3. Contractor must respond to the Department’s EQA case review error findings by using the two options, 1) Agree/Concur or 2) Disagree/Rebut within ten (10) Business Days.

4.2.1.4.1.4. If additional or revised guidance relative to the HCPF EQA process is issued through the HCPF Memo Series, Contractor shall disregard the previous guidance and comply with the new guidance offered through the HCPF Memo Series.

4.2.1.4.1.5 The Department shall utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings each month, send the results to the County Directors, and may be sent to the Board of County Commissioners, at the Department's discretion.

#### 4.2.1.5. Determining Compliance with the Accuracy Performance Incentives Standards

4.2.1.5.1. The MAP Accuracy Dashboard will be available monthly to Contractor to determine Contractor's performance over the fiscal year. To determine compliance with the Accuracy Performance Incentive, the Department shall utilize the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard data, to determine whether Contractor met or exceeded the specified Accuracy target. The twelve (12) consecutive months of MAP Accuracy data may extend outside of the timeframe of this amendment.

4.2.1.5.2. The Department shall use Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to Contractor's Accuracy targets at the end of the fiscal year to determine if Contractor's actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has one (1) decimal place and will not be rounded.

#### 4.2.1.6. Review Sample Size Exemptions

4.2.1.6.1. If Contractor has a review sample size, as defined in section 4.2.1.6.2, performed by HCPF EQA, Contractor may be eligible for the Review Sample Size Exemption.

#### 4.2.1.6.2. Definition of Review Sample Size

4.2.1.6.3. Contractor with twenty (20) or fewer quality assurance case reviews in the twelve (12) consecutive months of MAP Accuracy data would qualify for a Review Sample Size Exemption. Contractor with a review sample size that does not meet one, or both, of the Accuracy Incentive targets as defined in section 4.2.1.1 may be eligible for the Review Sample Size Exemption: (i) Inaccurate Eligibility Rate and/or, (ii) Errors That Did Not Impact Eligibility.

#### 4.2.1.6.4. Determining Targets percentage (%) for Potential Review Sample Size Exemptions

4.2.1.6.5. HCPF shall have two separate tiers with different target percentages for the Accuracy Targets:

4.2.1.6.5.1. Tier 1 target percentage (%): Contractor with twenty (20) or more quality assurance case reviews completed with the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard.

4.2.1.6.5.2. Tier 2 target percentage (%): Contractor with fewer than twenty (20) quality assurance case reviews completed with the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard.

#### 4.2.1.6.6. Review Sample Size Exemption Process

4.2.1.6.6.1. The Department shall follow Exhibit B-1 for the Review Sample Size Exemption Process.

#### 4.2.1.6.6.2. Definition of Similar Error(s)

4.2.1.6.6.3. The MAP Accuracy Dashboard identifies the accuracy rates for each Contractor; HCPF EQA provides Contractor with those errors caused by Contractor that impact accuracy rates. This allows Contractor to address the root cause of errors to prevent similar errors going forward. If errors are not addressed by Contractor and the same errors repeat in future months, the errors will be considered Similar Errors.

4.2.1.6.6.4. If Contractor meets only one target with less than twenty (20) reviews within the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard, the Review Sample Size Exemption Process will be applied only to the one target not met by Contractor.

4.2.1.6.6.5. Contractor that does not meet both targets with less than twenty (20) reviews within the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard, exemption will be applied to both targets.

#### 4.2.1.6.6.6. Notification of Review Sample Size Exemption

4.2.1.6.6.7. If Contractor does not meet the Accuracy Incentive Targets per sections 4.2.1.2.2 and 4.2.1.3.2, Contractor will be notified through the Status Report of the Second Reporting Period.

4.2.1.6.6.8. Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per section 4.2.1.6, Contractor will be notified through the Status Report of the Second Reporting Period.

4.2.1.6.6.9. If Contractor qualifies for the Review Sample Size Exemption Process, the Department shall review previously submitted documentation from Contractor based on their MAP Accuracy Dashboard and may request additional documentation as specified in section 4.2.1.6.7.

4.2.1.6.6.10. Contractor shall submit any additional documentation requested for the exemption process to the County Relations web form (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) within ten (10) Business Days from the day of notification (Ticket Type = County Incentives) or the County Relations email address.

#### 4.2.1.6.7. Review Sample Size Exemption Process and Accuracy Performance Incentive Payment

4.2.1.6.7.1. Contractor shall earn the entire Accuracy Performance Incentive Payment if both Accuracy Targets defined at sections 4.2.1.2.2 and 4.2.1.3.2 are met after eligible exemption(s) are applied. The Accuracy Performance Incentive Payment shall be allocated as follows: 75% of the total Performance

Incentive Payment shall be awarded for the successful attainment of the Incorrect Eligibility Determination Measure, and 25% shall be awarded for the successful attainment of the Errors That Do Not Impact Eligibility Measure. If both targets are not met, no Accuracy Performance Incentive Payment is earned.

4.2.2. TARGETS: Contractor-size specific accuracy targets for Inaccurate Eligibility Determinations and Errors That Did Not impact Eligibility as detailed in 4.2.1.2.2 and 4.2.1.3.2

### 4.3. Performance Compliance Performance Incentive Standard

4.3.1. Contractor may earn a Performance Compliance Performance Incentive Payment in Reporting Period 1 when Contractor meets at least three (3) out of four (4) following Targets:

4.3.1.1 Application Timeliness of Determinations, 45 Calendar Days

4.3.1.2 Application Timeliness of Determinations, 90 Calendar Days

4.3.1.3 Pending Exceeding Processing Guidelines (EPG) 45 Determinations

4.3.1.4 Pending Exceeding Processing Guidelines (EPG) 90 Determinations

4.3.1.1.1 Contractor may earn a Performance Compliance Performance Incentive Payment in Reporting Period 2 when Contractor meets four (4) out of the six (6) of the following Targets:

4.3.1.1.1.1 Application Timeliness of Determinations, 45 Calendar Days

4.3.1.1.1.2 Application Timeliness of Determinations, 90 Calendar Days

4.3.1.1.1.3 Pending Exceeding Processing Guidelines (EPG) 45 Determinations

4.3.1.1.1.4 Pending Exceeding Processing Guidelines (EPG) 90 Determinations

4.3.1.1.1.5 Renewal Timeliness, NON-LTSS

4.3.1.1.1.6 Pending Exceeding Processing Guidelines (EPG), Renewals NON-LTSS

4.3.1.1.1.1. To earn the full Performance Incentive Payment, Contractor must meet the targets outlined in both Status Report 1 and Status Report 2 for FY 24-25. Each Status Report achieved will contribute 50% toward the total earnings. If only one Status Report is met, partial earnings will be distributed accordingly. Additionally, the Performance Incentive Payment will constitute 30% of the total amount available for this County Incentive Contract.

### 4.3.2. Department Monitoring of MAP Dashboards

4.3.2.1. HCPF updates the MAP Dashboards monthly, which are accessible to Contractor through the MAP Dashboard Tableau site, MAP Tableau .

4.3.2.2. If HCPF determines that Contractor has not met specific performance targets, a Management Decision Letter (MDL) will be issued. The MDL will require Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP) that will be monitored by the Department to ensure Contractor's performance is improved.

4.3.2.2.1. Contractor shall refer to HCPF OM 21-078 for guidance on MDLs, IAPs and CAPs, or whichever later Operational Memo supersedes HCPF OM 21-078.

#### 4.3.3. Contractor Monitoring of MAP Dashboards

4.3.3.1. Contractor shall monitor the monthly published MAP Dashboards to ensure targets are met.

4.3.3.2. Contractor shall designate Contractor staff to be MAP Dashboard performance owners. Performance owners will have access to the MAP Dashboards and follow the Standard Operating Procedure (SOP), the County Incentives Program Guide or HCPF Memo Series guidance. Contractor shall use the MAP Dashboard to ensure performance targets are met and to take the necessary action(s) to mitigate ongoing errors when necessary.

4.3.3.3. Contractor shall review and investigate the root causes for not achieving the performance target(s) and, if issued an MDL, shall submit the requested IAP or CAP by the required due date listed on the MDL.

#### 4.3.4. Determining Compliance with Performance Compliance Performance Incentives Standard

##### 4.3.4.1. Timeliness of Determinations

4.3.4.1.1. Contractor shall complete at least ninety-five percent (95%) of Application Timeliness of Determinations 45 Calendar Days, as Timely Determinations. Application Timeliness of Determinations 90 Calendar Days, shall be calculated separately (see 4.3.4.2).

4.3.4.1.2. The Department will total all Timely Determinations Contractor completed within the First and Second Reporting Periods and divide that by the total number of Determinations Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.3.4.1.2.1. The Department will utilize the MAP Applications Dashboard to determine compliance with timeliness targets.

4.3.4.1.2.2. The MAP Applications Dashboard data will be pulled on the 3rd of each month and after the end of the first and second Reporting Period to determine Contractor's performance over the entire six-month Reporting Period.

##### 4.3.4.2. Application Timeliness of Determinations, 90 Calendar Days

4.3.4.2.1. Contractor shall complete at least ninety-five percent (95%) of all Application Timeliness of Determinations 90 Calendar Days as Timely Determinations.

4.3.4.2.1.1. The Department will total all Timely Determinations for Application Timeliness of Determinations 90 Calendar Days, Contractor completed within the first and second Reporting Periods and divide that by the total number of Application Timeliness of Determinations, 90 Calendar Days completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places. The MAP Applications Dashboard data will be pulled on the 3rd of each month.

4.3.4.2.2.1 Timeliness of Renewals

4.3.4.1.1. Contractor shall complete at least ninety-five percent (95%) of Renewals Non-LTSS as Timely Renewals as defined in section 1.1.39.

4.3.4.1.2. The Department will total all Timely Non-LTSS Renewals Contractor completed within the Second Reporting Period and divide that by the total number of Determinations Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.3.4.1.2.1. The Department will utilize the MAP Renewals Dashboards to determine compliance with timeliness targets.

4.3.4.1.2.2. The MAP Renewals Dashboards data will be pulled on the 3rd of each month and after the First and Second Reporting Period to determine Contractor's performance over the entire six-month Reporting Period.

4.3.4.3. Pending Exceeding Processing Guidelines (EPG) Determinations and Renewals

4.3.4.3.1 Contractor's pending EPG Determinations and EPG Renewal average will be calculated by taking the total number of Pending EPG Determinations and EPG Renewals for the First and Second Reporting Period and dividing that total by the number of months in the Reporting Period. Renewal EPG targets will be applicable for the second Reporting Period. Contractor must be at or below the targets specified below:

4.3.4.3.2. Contractor Targets Pending EPG Table

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

<b>County Size</b>	<b>App EPG 90 Target</b>
Large	≤ 10
Medium	≤ 3
Small	≤ 1

<b>County Size</b>	<b>Renewal EPG Non-LTSS Target</b>
Large	≤ 130
Medium	≤ 20
Small	≤ 3

4.3.4.3.2 The Department shall conduct performance monitoring of Renewal Long-Term Services and Supports (LTSS) Exceeding Processing Guidelines (EPG) and LTSS Renewal Timeliness on an ongoing basis, as a part of regular operations. If the Department identifies any performance compliance issues or concerns, the Department may utilize the existing MAP Dashboard performance management process. This may include issuing a Management Decision Letter as outlined in Operational Memo 21-078 - HCPF OM 21-078.

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

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

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

**4.3.5. Small County and Sample Size Exceptions**

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

4.3.5.1.2. If Contractor processes a total of ten (10) or fewer 90 Days Determinations, per Reporting Period, Contractor shall be deemed to have met the 90 Days Determinations percentage target so long as they had four (4) or fewer Untimely Determinations during that Reporting Period.

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

4.3.6. Exemptions for Unusual Circumstances

4.3.6.1. Contractor may request an exemption for unusual circumstances for failure to meet the Timeliness of Determinations and Renewal targets as described in section 4.3.4.1 and 4.3.4.2, failure to meet Pending EPG Determinations and Renewal targets as described in section 4.3.4.3.

4.3.6.2. The exemption process for unusual circumstances is described in section 6, Exemptions.

4.3.7. TARGET: three (3) out of the following four (4) targets are met for reporting period 1.

4.3.7.1.  $\geq 95.00\%$  timeliness average over the first Reporting Period for Application Timeliness of Determinations, 45 Days.

4.3.7.2.  $\geq 95.00\%$  timeliness average over the first Reporting Period for Application Timeliness of Determinations, 90 Days.

4.3.7.3.  $\leq$  Pending EPG 45 determinations must average at or below the target level during Reporting Period 1, taking into account the size of Contractor.

4.3.7.4. Applications 45 Days

County Size	App EPG 45 Target
Large	$\leq 25$
Medium	$\leq 5$
Small	$\leq 3$

4.3.7.5.  $\leq$  Pending EPG 90 determinations must average at or below the target level during Reporting Period 1, taking into account the size of Contractor.

4.3.7.6. Applications 90 days

County Size	App EPG 90 Target
Large	$\leq 10$
Medium	$\leq 3$
Small	$\leq 1$

4.3.8. TARGET: four (4) out of the following six (6) targets are met in the second reporting period:



4.3.8.1.  $\geq$  95.00% timeliness average over the second Reporting Period for Application Timeliness of Determinations, 45 Days.

4.3.8.2.  $\geq$  95.00% timeliness average over the second Reporting Period for Application Timeliness of Determinations, 90 Days.

4.3.8.3.  $\geq$  95.00% timeliness average over the second Reporting Period for Renewal Non-LTSS Timeliness.

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

4.3.8.5. Applications 45 Days

County Size	App EPG 45 Target
Large	$\leq 25$
Medium	$\leq 5$
Small	$\leq 3$

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

4.3.8.7. Applications 90 Days

County Size	App EPG 90 Target
Large	$\leq 10$
Medium	$\leq 3$
Small	$\leq 1$

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

4.3.8.9. Renewals Non-LTSS

County Size	Renewal EPG Non-LTSS Target
Large	$\leq 130$
Medium	$\leq 20$
Small	$\leq 3$

4.3.7.2 To earn the full Performance Compliance Performance Incentive Payment, Contractor must meet the targets outlined in both First Status Report and Second Status Report for FY 24-25. Each status report achieved will contribute 50% toward the total earnings. If only one status report is met, partial earnings

will be distributed accordingly. Additionally, the Performance Compliance Performance Incentive Payment will constitute 30% of the total amount available for this County Incentive Contract.

#### 4.3.8. Customer Service Performance Incentive Standard

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

#### 4.3.8.2. Contractor Customer Service Tier

4.3.8.3. The Department assigned Contractor to a Customer Service Tier during Fiscal Year 2022-23. The Customer Service Tier determines which customer service metrics, Targets, and deliverables Contractor must meet and/or submit to earn a Customer Service Performance Incentive Payment.

#### 4.3.8.4. Customer Service Tier Reclassification

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

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

4.3.8.4.3. Contractor reclassifications from the Tier 2 to Tier 1 are allowable.

#### 4.3.9. Customer Service Tier 1

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

#### 4.3.9.1.1. Customer Service Tier 1

4.3.9.1.1.1. If Contractor is classified as Tier 1, Contractor is understood to have an active call center operation, which can be as small as one Contractor staff or as large as 100 or more Contractor staff members answering calls, with a dedicated line which has the technology in place to provide data, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls.

4.3.9.1.1.2. If Contractor is classified as Tier 1, Contractor shall complete each of the following targets and deliverables to earn a Customer Service Performance Incentive Payment:

4.3.9.1.1.3. Submit to the Department monthly Call Center reporting from Contractor's available data that complies with the Call Center data reporting requirements determined by the Department.

4.3.9.1.1.4. Monthly reporting will be due on the 10th of each month and sent electronically to the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCCountyRelations>).

4.3.9.1.1.5. To meet fiscal year end requirements, monthly reporting for June 2025 data is due by July 3, 2025.

4.3.9.1.1.6. Data elements required to be submitted by Contractor shall be issued via HCPF Memo Series.

4.3.9.1.1.7. Meet and/or exceed a service-level performance target for Contractor's Call Center Average Speed to Answer (ASA) by the Second Semi-Annual Due Date, July 5, 2025.

4.3.9.1.1.8. The service-level performance targets for Contractor's Average Speed to Answer shall be jointly determined by the Department and Contractor at the beginning of Fiscal Year 2024-25. This joint determination will take place during the first technical assistance meeting, scheduled for August 2024, as mandated for that fiscal year. The ASA performance targets shall be calculated as an average over either the six-month period from January 2025 to June 2025 or the 12 month period from July 2024 to June 2025. The finalized targets will be communicated through the HCPF Memo Series.

4.3.9.1.1.9. Attend, at a minimum two, half-hour technical assistance (a learning and support session) with the Department's MCC Operations staff before June 14, 2025.

4.3.9.1.1.10. At a minimum, one technical assistance will occur during each of the reporting periods.

4.3.9.1.1.11. Contractor can request additional support, beyond the required session detailed 4.3.9.1.1.9, from the MCC Operations staff to improve its ASA performance by contacting the County Relations webform.

4.3.9.1.1.12. The Department can require additional technical assistance in addition to the two required technical assistance meetings if Contractor's data indicates additional support is necessary to meet the ASA targets.

4.3.9.1.1.13. Contractor assigned to Customer Service Tier 1 must comply with the provisions in sections 4.3.9.1.1 to earn a Customer Service Performance Incentive Payment.

#### 4.3.10. Customer Service Tier 2

4.3.10.1. If Contractor is assigned to the Customer Service Tier 2 category, the Department shall determine what Contractor's required metrics, targets and deliverables are.

4.3.10.2. If Contractor is classified as Tier 2, Contractor is understood to be small enough in operations and workload where a call center (defined as at least one or more staff members answering a dedicated line and to not have the technology in place, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls) is cost-prohibitive or not supportable under existing funding or staffing allocations.

4.3.10.3. If Contractor is classified as Tier 2, Contractor shall complete each of the following targets and deliverables to earn a Customer Service Performance Incentive Payment:

4.3.10.3.1. Implement the Customer Service Survey Outreach Plan submitted at the end of FY2022-23 and submit a report in FY 24-25 Reporting Period 2 updating the Department on the implementation of the Customer Service Survey Outreach Plan.

4.3.10.3.1.1. If Contractor classified as Tier 2 did not submit a Customer Service Survey Outreach Plan in FY 2022-23 or FY 2023-24, Contractor is required to submit a Customer Service Survey Outreach Plan in FY 2024-25 and to meet all other Tier 2 targets and deliverables to earn the Customer Service Incentive.

4.3.10.3.1.2. The Customer Service Survey shall be managed by the Colorado Department of Health Care Policy and Financing (HCPF). Contractor is not required to take any action regarding the administration or implementation of this survey. The Customer Service Survey will be distributed by HCPF to all members who have a name and email address submitted and who have opted in to receive communications from the Department. The survey distribution will occur on a quarterly basis each calendar year.

4.3.10.3.1.3. Contractor's baseline for member satisfaction was established at the end of Fiscal Year 2023-24. This baseline will serve as the reference point for calculating the percentage increase or decrease in member satisfaction for each survey question. Contractor is required to meet the performance targets issued through the HCPF Memo Series. These targets will outline the expected levels of member satisfaction based on the established baseline.

4.3.10.3.1.4. The Customer Service Survey Outreach Plan shall include Contractor's methodologies and strategies for increasing applicant and member participation in the Department's Customer Service Survey in the following contract cycle.

4.3.10.3.1.5. The Customer Service Outreach Plan will include, at minimum, the following:

4.3.10.3.1.6. Who is responsible for Contractor's Outreach Plan.

4.3.10.3.1.7. What communications, methodologies and strategies will be used to engage with applicants and members to increase participation in the survey.

4.3.10.3.1.8. How Contractor will ensure that negative action is not taken against applicants and members who decline to participate in the Customer Service Survey.

4.3.10.3.1.9. How Contractor tracks and monitors its participation rate based on Department-provided data.

4.3.10.3.1.10. No template is provided to Contractor for the Customer Outreach Plan; the Contractor's Outreach Plan shall be detailed on Contractor's letterhead.

#### 4.3.11. Customer Service Performance Incentive Standard Exemptions for Unusual Circumstances

4.3.11.1. Contractor may request an exemption for unusual circumstances for failure to meet the service-level performance targets as detailed in section 4.3.9.1.1.8, if Contractor was classified by the Department as Customer Service Tier 1.

4.3.11.2. No exemptions for unusual circumstances are allowed for deliverables for each Tier for Contractors classified as Customer Service Tier 1 or Tier 2. Deliverables include any required plans, reports, data, and technical assistance.

4.3.11.3. The exemption process for unusual circumstances is described in section 6, Exemptions; only Contractor exemption requests that follow the process and meet the requirements as outlined in section 6 will be considered by the Department.

#### 4.3.12. PERFORMANCE TARGETS:

4.3.12.1. Tier 1: Contractor's predetermined, individualized Average Speed to Answer (ASA) target is set forth in the HCPF Memo Series, which Contractor shall be at or below for the each Reporting Period. Additionally, each Contractor's individualized ASA target shall not exceed the following maximums:

4.3.12.1.1. For the First Reporting Period from July 2024 to December 2024, no ASA target shall exceed 30 minutes

4.3.12.1.2. For the Second Reporting Period from January 2025 to June 2025, no ASA target shall exceed 25 minutes

4.3.12.1.3. The Department may utilize, at its discretion, Contractor's data from the Reporting Period that best supports Contractor's performance.

4.3.12.2 Contractor is required to complete all necessary participation in technical assistance sessions with the Member Contact Center (MCC) as scheduled. Contractor must submit call center reporting data in accordance with the specifications outlined in sections 4.3.9.1.1.4 and 4.3.9.1.1.5 of this agreement. Additionally, the Customer Services Incentive Payment will constitute 30% of the total amount available for this County Incentive Contract.

4.3.12.3. Tier 2: Contractor shall submit a report detailing the implementation of each customer service plan. The report template will be provided by the Department. Additionally, Contractor will be required to submit a report that will include data on the process and/or procedures used by each county to address member calls. This data will include but is not limited to:

4.3.12.3.1. Current phone system (name/company: Cisco, 360 Connect, Vonage etc.)

4.3.12.3.2. Is your county task based or caseload based? Or a mixture of both? Is the caseload shared or individualized?

4.3.12.3.3. At your site which staff are responsible to answer inbound calls from members (Ex: staff at the front desk answer incoming calls or an eligibility technician is tasked with answering the phones, and this task is rotated amongst eligibility technicians daily)?

4.3.12.3.4. Expectations around returning phone calls (Calls are sent to eligibility, calls are returned by dedicated call takers, expected timeline of response, etc.):

4.3.12.3.5. Method for ensuring expectations are met (inbound/outbound calls are tracked and how they are tracked, or calls are monitored by leadership for internal escalations and such and are tracked by leadership)

4.3.12.4. Expectations for completing this report will be provided in the HCPF Memo Series.

4.3.12.4.1. Contractor is expected to achieve one of the following targets over the fiscal year:

4.3.12.4.2. An increase of 3% in customer service survey response rates, averaged over the fiscal year, compared to the baseline survey conducted in May 2023.

4.3.12.4.3. A baseline score of at least 3 out of 5 (three out of five) stars on customer service surveys over the fiscal year.

4.3.12.5 If Contractor did not submit a Customer Service Outreach Plan or Customer Service Improvement Plan (CSIP) in Fiscal Year 2023-234, Contractor is required to submit such a plan in Fiscal Year 2024-25 to qualify for the Customer Service Incentive. This requirement is in addition to meeting all other Tier 2 targets and deliverables. Additionally, the Customer Services Incentive Payment will constitute 30% of the total amount available for this County Incentive Contract.

## **5. SEMI-ANNUAL REPORTING**

5.1. Contractor shall submit documentation to the Department to verify Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis as required. Contractor must submit documentation to the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email [HCPF\\_CountyRelations@state.co.us](mailto:HCPF_CountyRelations@state.co.us), unless otherwise specified through the HCPF Memo Series.

5.1.1. For the Second Reporting Period, Contractor shall submit the following documentation:

5.1.1.1. Any Accuracy Performance Incentive Standard Review Sample Size Exemption Process documentation for the fiscal year if Contractor failed to meet specified target(s). Contractor shall only submit documentation upon the Department's request after the release of the Report Period 2 Status Report.

5.1.1.1.1. Any Customer Service Improvement Plan, Customer Service Outreach Plan, reports or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series. A due date for any plans not submitted in FY 2024-25 will be provided in HCPF Memo Series.

## **6. EXEMPTIONS**

6.1. Contractor may request an exemption for unusual circumstances for specific Performance Incentive Standards by following the process as outlined in section 6.

6.1.1. Based on the Department's review of Contractor's request, partial payment of the Performance Incentive Standard Payments may be made at the Department's discretion, which is not subject to exemption request or dispute. The Department's decision on partial payment is final in addition to any Performance Incentive Payments made based on the Department's determination.

### **6.2. Definition of Unusual Circumstances**

6.2.1. Unusual circumstances are defined as uncommon, rare or sudden events such as ransomware or other types of cybersecurity attacks, natural disasters, etc. The circumstance must have been out of Contractor's direct control, and which directly result in the failure to act in accordance with or meet the requirements of the specific Performance Incentive Standard.

6.2.2. Unusual circumstances for which Contractor can request exemption include circumstances that cause a large, sustained increase in workload.

6.2.3. Unusual circumstances do not include circumstances for which Contractor had direct knowledge or control over, including Contractor's clear and demonstrated failure to act in accordance with or meet the requirements of the specific Performance Incentive Standard is evident.

6.2.4. The Department's determination of whether Contractor's request for exemption meets the definition of unusual circumstances is final.

### **6.3. Process for Unusual Circumstances Exemption Requests**

6.3.1. The process for Contractor to submit an exemption request shall be communicated via the HCPF Memo Series for each Performance Incentive Standard.

6.3.2. Unusual circumstances exemption requests must include thorough supporting documentation from Contractor clearing outlining what unusual circumstance occurred and what occurred as a result of the unusual circumstance. Contractor shall be responsible for timely submission of any additional documentation requested by the Department for the exemption process determination.

6.3.3. General questions on unusual circumstances exemption requests should be submitted to the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email [HCPF\\_CountyRelations@state.co.us](mailto:HCPF_CountyRelations@state.co.us)

#### 6.4. Department Review and Approval of Exemption Requests

6.4.1. Based on Contractor's unusual circumstances exemption request and supporting documentation, the Department will provide Contractor with an approval or denial of the request on the Final Status Report.

6.4.2. If the Department approves the unusual circumstances exemption request, partial payment will be made to Contractor. Partial payment will align with the Performance Incentive Standard exemption request the Department ultimately approved.

6.4.2.1. The Department has the sole authority to determine the amount of partial payment, which is not subject to dispute by Contractor.

6.4.2.2. If partial payment is made based on Contractor's unusual circumstances exemption request, the Department will provide the actual amount of the partial payment on the Final Status Report.

6.4.3. If the Department denies the unusual circumstances exemption request submitted by the Contractor, the Performance Incentives Payments issued are final and are not subject to further dispute or appeal.

6.4.4. The Department has the sole discretion to approve or reject any request for unusual circumstances exceptions and may limit the total number of approved exemptions for all Performance Incentive Standards.

#### 6.4.5. Non-Allowable Exemption Reasons

6.4.5.1. The Department will deny unusual circumstances exemption requests that are (1) determined to be the fault of Contractor; (2) unusual circumstances that did not exist; (3) and/or any exemption requests based on the following but not limited to the following:

6.4.5.1.1. Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.

6.4.5.1.2. Contractor failed to meet contractually specified requirements relating to performance targets of any Performance Incentive Standards eligible for exemption requests.

6.4.5.1.3. Contractor's failure to review and utilize County Administration regulations at 10 CCR 2505-5 1.020 and County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series and the County Incentives Program Guide, that resulted



in Contractor failing to meet performance targets and deliverables relating to any Performance Incentive Standard.

6.4.5.1.4. The Department's final determination of Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.

6.4.5.1.5. Contractor's failure to use the MAP Dashboards for the purposes of fulfilling the purpose of meeting the performance measures outlined in this contract.

6.4.5.1.6. Contractor's failure to use EQA case review results for the purposes the purpose of meeting the performance measures outlined in this contract. The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.

6.4.6. Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further documentation from Contractor to determine whether the request for exemption meets the exemption standards as stated in Section 6, Exemptions.

6.5. Performance Incentive Standards Eligibility for Unusual Circumstances Exemption Requests.

6.5.1. Unusual circumstances exemption requests will be considered for any Performance Incentive Standard listed under section 6.5.1.

6.5.1.1. Customer Service Performance Incentive Standard

6.5.1.2. Accuracy Performance Incentive Standard

6.5.1.3. Performance Compliance Incentive Standard

## **7. NOTIFICATIONS**

7.1. After each Reporting Period, Contractor will be provided a Status Report that outlines Performance Incentive Standards that were met.

7.1.1. Contractor's Reporting Period Status Report will only detail which Performance Incentive Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.

7.1.2. If Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will be scored individually and the Final Status Report will outline final payment estimated earnings based on meeting the targets for each reporting period.

7.2. After the conclusion of the fiscal year, the Department will provide Contractor a Final Status Report that details which Performance Incentive Standards were not met and met and how much Performance Incentive Payments were earned by Contractor.

7.2.1. The Final Status Report cannot be disputed; if Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, Contractor must have disputed that result based on the Reporting Period Status Report.

7.3. Each Reporting Period Status Report and the Final Status Report will be sent to the county human/social services director and will act as the official notification of Contractor's compliance with the Performance Incentives Standards.

7.4. Status Reports for each Reporting Period will be sent within ten (10) Calendar Days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.

7.4.1. If the Department experiences unusual circumstances resulting in a delay with sending Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution during the ten (10) Calendar Days after the Semi-Annual Reporting due date for each Reporting Period and provide an updated timeline for sending Contractor's Reporting Period or final Status Reports.

7.5. The Final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.

7.6. Contractor will have the opportunity to dispute the Status Report results as defined in Section 8.1.

## **8. DISPUTE RESOLUTION**

### **8.1. Opportunity and Timeframe for Dispute Resolution**

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

8.1.1.1. The Final Status Report cannot be disputed per section 7.2.1.

8.1.1.1.1. Contractor shall have a period of five (5) Calendar Days, commencing the day following the issuance date of each Reporting Period Status Report, to review the report and raise any disputes regarding the results.

8.1.1.1.1.1. If Contractor fails to dispute the Reporting Period Status Report within five (5) Calendar Days commencing the day following the issuance date of each Report Period Status Report, the Status

Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.

## 8.2. Allowable Disputes

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

8.2.1.1. If the Department states supporting documentation was omitted in its entirety or if the Department states the documentation was submitted outside of the time frames outlined in the Contract and Contractor refutes the claim, Contractor must submit proof of submission. Contractor must show the documentation was in fact submitted in a timely manner and in accordance with the contractually required due date. Contractor requests a re-review of Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.

8.2.1.2. Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will be utilized to determine compliance with a Performance Incentive Standard.

8.2.1.2.1. Contractor will be responsible for providing all necessary and relevant data to the Department for the purposes of determining if Contractor's data in fact conflicts with the Department's data.

8.2.1.2.2. The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.

8.2.1.2.3. Any and all supporting documentation allowed under this sub-section must be submitted to the Department within (3) three Calendar Days of said documentation being determined relevant by the Department. If the documentation is not received by the Department by the timeframe outlined, it will no longer be considered in the Dispute Resolution process.

8.2.2. The Department reserves the right to add additional allowable dispute reasons on a case-by-case basis based on new and relevant information made available to the Department from Contractor. The Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.

## 8.3. Non-Allowable Disputes

8.3.1. Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:

8.3.1.1. Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.

8.3.1.2. Contractor failed to meet contractually specified requirements relating to performance targets of any Performance Incentive Standard.

8.3.1.3. Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the Memo Series and County Incentives Program Guide, that resulted in Contractor failing to meet performance targets and deliverables relating to any Performance Incentive Standard.

8.3.1.4. The Department's final determination of Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.

8.3.2. The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

## **9. COMPENSATION**

### **9.1. Compensation**

#### **9.1.1. Performance Incentive Payment**

9.1.1.1. The Department shall pay Contractor, after the end of the state fiscal year (SFY) in which the work was performed, Performance Incentive Payments for each Performance Incentive Standard met during the applicable Reporting Period as follows:

9.1.1.1.1. The Department shall pay Contractor an Accuracy Performance Incentive Payment, if applicable, after the Second Reporting Period if Contractor meets the requirements for that Performance Incentive Standard. To earn the entire Accuracy Performance Incentive Payment, Contractor must meet both targets as specified in section 4.2.1.1, which includes Target for Inaccurate Eligibility Determination Rate and Target for Errors That Do Not Impact Eligibility. If Contractor only meets one target, the Accuracy Performance Incentive Payment will be either 75% or 25% of the total amount for this Performance Incentive Standard as defined in section 4.2.1.

9.1.1.1.2. The Department shall pay Contractor a Performance Compliance Performance Incentive Payment at the conclusion of the Second Reporting Period if Contractor meets the requirements for that Performance Incentive Standard during the first and second Reporting Period as defined in section 4.3.1.3.

9.1.1.1.3. The Department shall pay Contractor a Customer Service Performance Incentive Payment as shown at the conclusion of the Second Reporting Period if Contractor meets the requirements for that Performance Incentive Standard defined in section 4.3.12.

#### **9.1.2. Remaining Funds Incentive Pool Payment**

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

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

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

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

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

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

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

9.1.2.2.1. Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.

9.1.2.2.2. Based on the proportion of total Incentive funds that Contractor is eligible to be paid in each SFY, Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.

9.1.2.2.3. Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.

## 9.2. Payment Procedures

9.2.1. Contractor shall receive Performance Incentive Payments at the end of the Second Reporting Period within ninety (90) Calendar Days following the end of the fiscal year in which the Performance Incentive Standards were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.

9.2.1.1. If Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize Contractor's earned Performance Incentive Payments during the closeout process.

9.2.2. Actual Performance Incentive Payment maximums are dependent on Contractor's share of Medicaid county administration expenditure. In no event shall Contractor be paid more than Contractor's county share of Medicaid county administration expenditure in any Reporting Period or fiscal year.

9.2.3. The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.

9.2.4. Contractor shall be paid the Performance Incentive Payments through the County Financial Management System (CFMS).

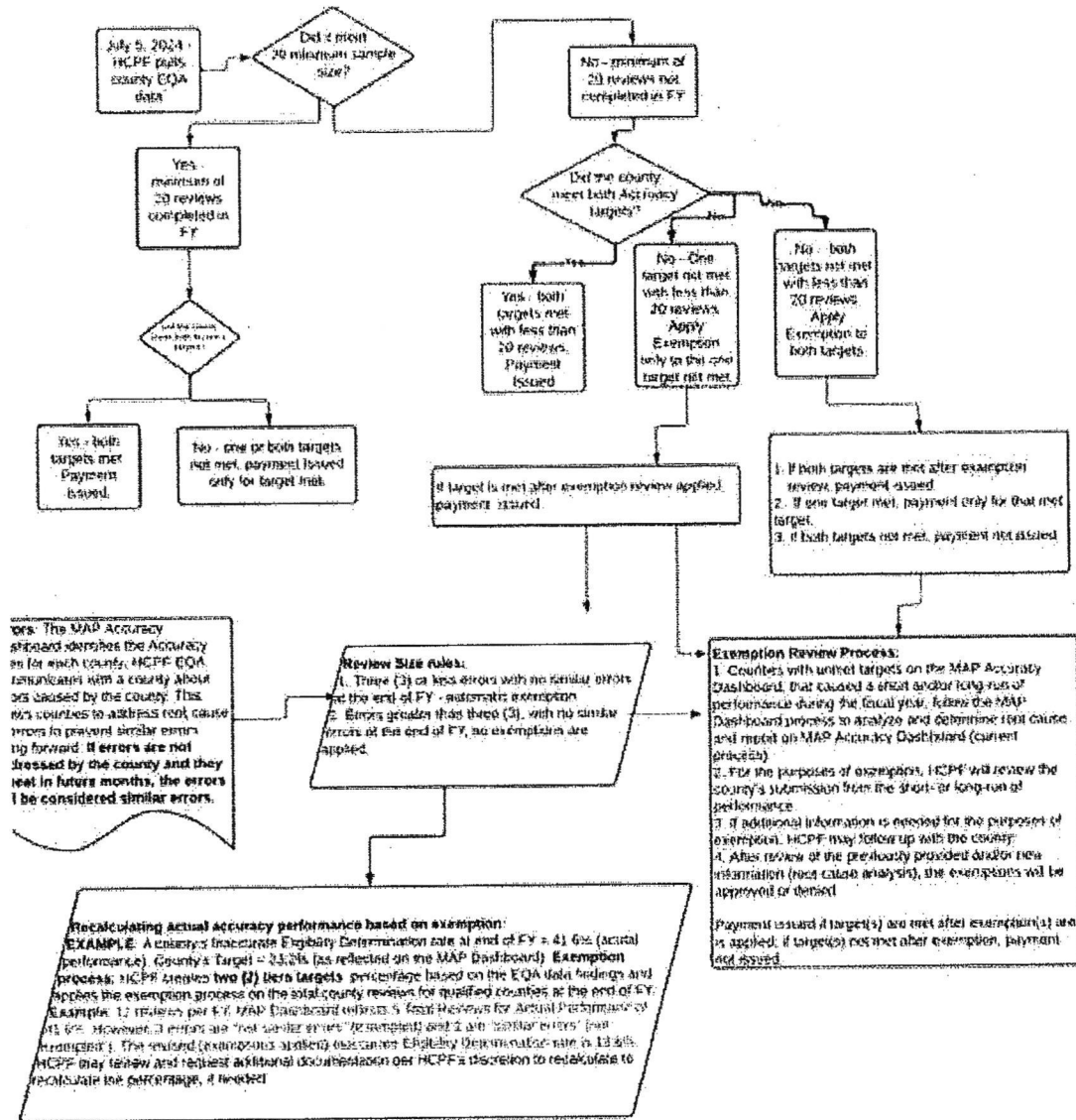
9.2.5. The Incentive Payment earned is unrestricted, and Contractor may utilize the fund per Contractors discretion.

## EXHIBIT B-3, RATES

### 1. SFY 2024-2025 Incentives Payment Table

<b>County Incentive Payment Measures</b>	<b>Percentage of the Incentive Contract</b>
Accuracy Performance Incentive Payment	40%
Performance Compliance Performance Incentive Payment	30%
Customer Service Incentive Payment	30%

### Exhibit D-1: Review Sample Size Exemption Process Flow





## BROKER SERVICES AGREEMENT

THIS **BROKER SERVICES AGREEMENT** (this "Agreement"), effective **November 1, 2024** (the "Effective Date"), is made by and between **Moffat County** ("Company"), and **Brown & Brown Insurance Services, Inc.** ("Broker").

### Background

Company wishes to retain Broker to perform certain specified insurance services as described in this Agreement. Broker wishes to perform such services according to the terms and conditions in this Agreement for the compensation set forth in this Agreement. The parties agree as follows:

1. **Relationship of Parties.** Broker is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. In consideration of the compensation paid to the Broker by the Company, Broker will provide services to the Company as an insurance broker. Company acknowledges that Broker, or its parent company, Brown & Brown, Inc. ("Parent"), and related or affiliated companies (collectively with Parent, "B&B Affiliates"), may provide services as an insurance agent on behalf of certain insurance carriers or risk-bearing entities. Company expressly consents to such relationship, if applicable, in the rendition of services by Broker under this Agreement.

2. **Broker Services.** Broker, subject to the terms of this Agreement, shall provide certain services set forth in the attached Schedule B (the "Services").

3. **Company Responsibilities.** In consideration of the Services provided by Broker, Company agrees as follows:

(a) Company shall cooperate fully with Broker and the insurance companies with whom Broker solicits in the performance of Broker's obligations under this Agreement.

(b) Company shall timely produce and complete accurate information including, but not limited to, current financial information, statements of values, loss information and any other information, necessary for the effectuation of insurance coverage at the request of Broker. Company further agrees to provide Broker with notice of any material changes in Company's business operations, risk exposures or in any other material information provided under this Agreement. In addition, Company shall carefully read each insurance policy issued to Company in order to confirm the accuracy of the facts reflected therein and that the policy(ies) contain(s) the terms and coverages desired. Company is responsible for recommending any changes to insurance policies issued to Company.

(c) Company shall timely pay all premiums and fees.

(d) Company shall provide Broker with at least ninety (90) days notice in advance of any policy effective date in the event Company intends to allow competing agents or brokers to solicit or market insurance to Company.

4. **Compensation.** In consideration of the Services, Company shall compensate Broker as set forth in Schedule A (the "Broker Services Fee"). With regard to the Broker Services Fee, Company and Broker acknowledge and agree as follows:

(a) **The Broker Services Fee is not a part of, but rather is in addition to, any premium that may be paid by the Company for the Lines of Insurance.**

(b) It is understood and agreed that Broker, or B&B Affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. Such contingent payments or allowances are not subject to this Agreement and will not be credited against the balance of the Broker Services Fee owed to Broker pursuant to this Agreement or paid to Company.

(c) Broker may utilize insurance intermediaries (such as a wholesale insurance broker, managing general agent (MGA), managing general underwriter or reinsurance broker) for the placement of Company's

insurance. In addition to providing access to the insurance company, the intermediary may provide the following services: (i) risk placement; (ii) coverage review; (iii) claims liaison services with the insurance company; (iv) policy review; and (v) current market intelligence. The compensation received by the insurance intermediary for placements and, if applicable, the services above is typically in the range of 5% to 15% of policy premium. There may be an intermediary utilized in the placement of your insurance, which may or may not be a B&B Affiliate. Any payments or allowances paid to the intermediary are not subject to this Agreement and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Company.

(d) If Company chooses to finance its premiums, Broker may assist Company in the arrangement of such financing. Any payments or allowances paid to Broker for arranging premium financing are not subject to this section and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Company.

(e) Broker may, in the ordinary course of its business, receive and retain interest on premiums paid by the Company from the date received by Broker until the date the premiums are remitted to the insurance company or intermediary. Any interest income retained by Broker on these premiums are not subject to this section and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to Company.

(f) Compensation for the Services specified under this Agreement is exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or hereafter imposed during the term of this Agreement, shall be in addition to the compensation, premiums and charges set forth in this Agreement and shall be paid by Company upon request.

(g) Company acknowledges and agrees that the Broker Services Fee is reasonable in relation to the Services to be provided by Broker hereunder.

5. **Confidentiality.** To the extent consistent with performances of Broker's duties under this Agreement, Broker and Company agree to hold in confidence Confidential Information (defined below). Company acknowledges, however, that Broker will disclose Confidential Information as reasonably required in the ordinary course of performing the Services to insurance companies and other insurance intermediaries. "**Confidential Information**" means all nonpublic information and all documents and other tangible items (whether recorded information, on paper, in computer readable format or otherwise) relating to the disclosing party's business (including without limitation business plans, manner of doing business, business results or prospects), proposals, recommendations, marketing plans, reports, any of which (i) at the time in question is either protectable as a trade secret or is otherwise of a confidential nature (and is known or should reasonably be known by receiving party as being of a confidential nature) and (ii) has been made known to or is otherwise learned by receiving party as a result of the relationship under this Agreement. Confidential Information should be protected with the same reasonable care as each party protects its own Confidential Information.

Confidential Information will not include any information, documents or tangible items which (i) are a matter of general public knowledge or which subsequently becomes publicly available (except to the extent such public availability is the result of a breach of this Agreement), (ii) were previously in possession of receiving party as evidenced by receiving party's existing written records, or (iii) are hereafter received by receiving party on a non-confidential basis from another source who is not, to receiving party's knowledge, bound by confidential or fiduciary obligations to disclosing party or otherwise prohibited from transmitting the same to receiving party. In the event that Broker, or Company become legally compelled to disclose any of the Confidential Information, they shall provide the other party with prompt notice so that such party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the other party waives compliance with the provisions of the Agreement, such party may disclose such information as is necessary or advisable to comply with the legal process.

6. **Term.** The term of this Agreement will be three (3) years commencing on the Effective Date unless terminated as provided in paragraph 7. This Agreement may be extended for subsequent terms by mutual written agreement between the parties.

7. **Termination.**

(a) Either party may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the other party at least ninety (90) days prior to the effective date of termination, which shall be specified in such written notice.

(b) Notwithstanding the provisions in sub-paragraph (a) above, Company may terminate this Agreement upon the happening of any one of the following causes: (i) Suspension or termination of Broker's insurance license in the State of CO if not cured by Broker within sixty (60) days following such suspension or termination; (ii) Broker's participation in any fraud; or (iii) Broker's material failure to properly perform its duties and responsibilities hereunder because of Broker's gross neglect, proven dishonesty, or commission of a felony.

(c) Notwithstanding the provisions in sub-paragraph (a) above, Broker may terminate this Agreement upon the happening of any one of the following causes: (i) Company's failure to pay any Broker Services Fee more than five (5) days after such payment is due; (ii) Company's participation in any fraud; or (iii) Company's material failure to properly perform its duties and responsibilities hereunder because of Company's gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in sub-paragraphs (b) or (c) shall become effective upon the delivery of written notice of termination to the breaching party or at such later time as may be specified in the written notice.

(d) Termination of this Agreement shall not release Company from any accrued obligation to pay any sum to Broker (whether then or thereafter payable) or operate to discharge any liability incurred prior to the termination date.

8. **Notices.** Any notices required or permitted to be given under this Agreement shall be sufficient if in writing by Certified Mail to:

If to Company:

Moffat County  
1198 W. Victory Way, Suite 111, Craig, CO 81625  
Attn: Rachel Bower and Cathy Nielson  
Email: [rbower@moffatcounty.net](mailto:rbower@moffatcounty.net) and [cnielson@moffatcounty.net](mailto:cnielson@moffatcounty.net)

If to Broker:

Brown & Brown Insurance Services, Inc.  
1125 17<sup>th</sup> Street, Suite 1450, Denver, CO 80202  
Attn: Jesse Stuedemann  
Email: [jesse.stuedemann@bbrown.com](mailto:jesse.stuedemann@bbrown.com)

With copy to:

Brown & Brown, Inc.  
300 N. Beach Street  
Daytona Beach, FL 32114  
Attn: Legal Department

or such other address as either shall give to the other in writing for this purpose.

9. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

10. **Colorado Law Applies; Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of CO without regard to its conflicts of laws principles. Exclusive venue is agreed to be in Moffat County, Colorado, in and for the 14<sup>th</sup> Judicial District.

11. **Limitation of Liability; Waiver of Jury Trial.** THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF THIS AGREEMENT. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

12. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

13. **General Use and Disclosure of Health Care Data.** This Agreement will encompass the terms of the Business Associate Agreement mutually executed on August 2, 2011 by and between Broker and Company.

14. **Entire Agreement.** This Agreement (including the schedules, documents and instruments referred to herein or attached hereto) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Company and Broker by their respective duly authorized representatives.

**Remainder of page intentionally left blank – signature page follows.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**COMPANY: Moffat County**

**BROKER: Brown & Brown Insurance Services, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE A**  
**COMPENSATION**

**Broker Services Fee:**

In consideration of the Services, Company shall compensate Broker annually in the amount of **THIRTY-FIVE THOUSAND DOLLARS AND 00/100 (\$35,000.00)** (the "Broker Services Fee"). The Broker Services Fee shall be fully earned and payable upon Company's execution and delivery of this Agreement. The Fee shall be paid in quarterly installments and Company shall remit payment to the Broker within thirty (30) days of the receipt of each invoice.

**Insurer Commissions:**

Any new lines of coverage placed subsequent to the effective date of this Agreement the Broker will receive standard commissions from the insurance companies.

Broker agrees that it will not receive any commission for the placement of Company's insurance business pursuant to this Broker Service Agreement. If Broker receives any such commission payments from an insurer in error or otherwise, Broker agrees it may offset the Broker Service Fees in the amount of such commission payment. Any commissions collected maybe offset against a future installment or a subsequent Fee Agreement as shall in all cases comply with applicable law.

**SCHEDULE B**  
**EMPLOYEE BENEFITS SERVICES**

**Strategic Planning & Objective Setting**

- Benefit plan consultation, interviews, and design with all stakeholders
- Quarterly stewardship reviews & carrier/vendor meetings as required
- Multi-year strategic readiness assessment, healthcare plan of action and long-term objectives support
- Development and maintenance of annual and/or multi-year service calendar(s)

**Marketing, Negotiating, Consulting, & Implementation**

- Requests for Proposals (RFP) development, marketing, and implementation support of the following insurance benefit programs, where applicable:
  - Medical/Rx carriers, administrators, and networks
  - Specific and aggregate stop-loss
  - Ancillary lines to include dental, vision, life, disability, and/or voluntary worksite benefits
  - FSA, HSA, COBRA, FMLA and additional leave administration
  - Telehealth, advocacy, and pricing transparency tools
  - Wellness, onsite medical clinics, and disease management programs

**Account Management Services**

- Benefit program knowledge and daily support
- Daily access to a dedicated Account Management Team
- Claim or vendor service issue intervention and advocacy

**Human Resource Support Services**

- HR services through third party expertise (Mineral) providing support and advice on a variety of complex HR issues
- 100% 'live answer" HR hotline to professional HR advisors
- Online portal hosting various Human Resources forms, documents, tools, checklists, and templates
- Access to 200+ on-demand management and employee training courses
- Access to job description builder and salary benchmarking tools
- Access ACA, HR and benefits compliance support

**Benefits Administration Technology**

- Benefits Administration Technology needs assessment and goal setting
- Functional vendor capabilities comparisons
- Facilitation of vendor interview process

**Compliance & Legislation Leadership**

- Form 5500 preparation assistance or 3<sup>rd</sup> party vendor alignment for client e-signature ready review and filing
- General compliance review of the customer's health and welfare benefit plan(s)
- Client-specific program review supporting ERISA, Section 125, ACA General Topics, ACA Employer Mandate, Reporting Under the Employer Mandate, COBRA, Wellness Plans, Self-Insured Plans, and HIPAA Privacy and Security through internal compliance team
- Ongoing education and customer support interpreting new laws and regulations impacting employee benefits
- Timely updates on employee benefit topics, including the ACA, HIPAA, FMLA, state laws, and other regulatory changes impacting employee benefit plans
- Local compliance webinars and seminars hosted throughout the year

### **Employee Communication & Education**

- Customized Mobile Benefits Platform
  - Benefit plan information, virtual ID cards, and all carrier/vendor information available on mobile smart phone, tablet, or online 24/7/365
  - Custom initial design for health plan offerings
  - Custom initial design for employee populations or geographies
  - Annual maintenance and platform update based on renewal plan design changes
- Development of customized open enrollment brochures
- Development of digital benefit Flip Books and PowerPoints
- Third Party Concierge Enrollment Solution sourcing and deployment

### **Health & Wellness Consultation**

- Benefits plan design model and assessment to include wellness initiatives, behavioral health, predictive modeling, and large case management
- Implementation support and ongoing oversight of outcomes-based wellness program where desired
- Evaluation of wellness vendor activities, strategies, and outcomes pre and post program implementation
- Year-round health strategies planning and support
- Customized Health & Wellness program ROI evaluation using Health Plan Intelligence (HPI) client-specific claims analytics where available

### **Medical Plan Design Management**

- Plan design evaluation, guidance, recommendations, and performance analysis
- Plan design and employee contribution modeling including strategic considerations to improve employer risk pool
- Analysis of full "member burden" incorporating actuarial value of plan design and employee contributions
- Regular reporting and monitoring of current and potential high-cost claim activity
- Modeling of alternative plan offerings and design components to improve program efficiency
- Actuarial analysis of plan value and recommendations for alternative plan offerings

### **Financial Analytics**

- Analytics package including loss ratio tracking, year to date comparison, projected costs vs. actual costs, and employee/employer contribution tracking. Reporting structure customized as requested by client, including location and plan
- Annual demographic analysis of population including review of pre- and post-enrollment migration activity
- Forecasting including trends/budget analysis
- High case/specific stop-loss analysis
- Annual COBRA premium rate development
- Annual IBNR calculation provided

### **Predictive Modeling and Claims Data Analytics**

- Annual Claims Analytics review and report, providing management level, key performance indicator analysis and utilization benchmarking
- Risk-adjusted predictive modeling based on Johns Hopkins Risk Adjustment Model dataset
- Plan design modeling application quantifying the impact of medical and pharmacy plan design alternatives based on actual claims from prior plan year
- Ability to accept, scrub, and synthesize datasets from multiple sources (onsite clinic, health risk assessment, short term disability, workers comp, etc)



### **Prescription Drug Program Management**

- Focused pharmacy reporting provided in monthly reports
- Pharmacy plan design consultation and benchmarking
- PBM negotiation, issue resolution, contract implementation and oversight
- Optional access to Brown & Brown proprietary PBM pricing and contract terms (MPA), separate fee structure applies
- Alternative Sourcing Evaluation and Contracting

### **International Benefits Consulting**

- Work with local broker partners for seamless customer service for multinational clients
- One single point of contact for all international benefit needs and a single database for all international policies which our clients have 24/7 access to Overall Global Benefits review and a needs analysis for medical, dental, life, disability, accident, retirement, etc.
- Understand international business goals and human resource objectives around international strategy
- Country analysis, where you are operating currently and future expansion
- Review compliance on each of the local plans in place
- Perform a benefits adequacy review – utilizing benchmarking data and corporate benefits philosophy
- Provide a complete report that allows you to understand what your company's benefits exposure is in each country in which you operate
- Pooling study to see where natural pools exist and where it makes sense to pool international exposure
- Ongoing renewal consulting support and compliance updates

## **Business Associate Agreement**

This Business Associate Agreement (“Agreement”) is being entered into between Brown & Brown of Colorado (“Business Associate”) and all of the Health Plans of Moffat County (“Covered Entity”) to facilitate compliance with the HIPAA Rules. It is also being entered into between the parties to facilitate compliance with the HITECH Amendment to HIPAA. In consideration for the compensation paid to Business Associate to provide services relating to and on behalf of Covered Entity, the parties agree to the terms set forth in this Agreement.

This Agreement is effective as of the date both parties have signed this Agreement.

### **Article 1**

#### **Definitions**

The following terms have the meanings described in this Article for purposes of the Agreement unless the context clearly indicates another meaning. Terms used, but not otherwise defined, in this Agreement have the same meaning as those terms in the Privacy Rule.

##### **1.1 Affiliate**

“Affiliate” means an affiliate of Business Associate that will adhere to this Agreement if Covered Entity wishes to engage in services with an Affiliate through the Business Associate during the course of the relationship of Business Associate and Covered Entity

##### **1.2 Business Associate**

“Business Associate” means the first entity described in the first paragraph of this Agreement.

##### **1.3 CFR**

“CFR means the Code of Federal Regulations.

##### **1.4 Covered Entity**

“Covered Entity” means all of the Health Plans maintained by Plan Sponsor.

##### **1.5 Designated Record Set**

“Designated Record Set” has the same meaning as the term “Designated Record Set” in 45 CFR 164.501.

## **1.6 Electronic Health Record**

“Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

## **1.7 HIPAA**

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996.

## **1.8 HIPAA Rules**

“HIPAA Rules” means the privacy, security, breach notification and enforcement rules of 45 CFR Parts 160 and 164.

## **1.9 HITECH Amendment**

“HITECH Amendment” means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

## **1.10 Individual**

“Individual” has the same meaning as the term “individual” in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

## **1.11 Plan Sponsor**

“Plan Sponsor” means Moffat County.

## **1.12 Protected Health Information or PHI**

“Protected Health Information” or “PHI” has the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

## **1.13 Required By Law**

“Required By Law” has the same meaning as the term “required by law” in 45 CFR 164.103.

## **1.14 Secretary**

“Secretary” means the Secretary of the Department of Health and Human Services or his designee.

## **1.15 Security Incident**

“Security Incident” has the same meaning as the term “Security Incident” in 45 CFR 164.304.

## Article 2

### **Obligations and Activities of Business Associate**

Business Associate agrees to perform the obligations and activities described in this Article.

Business Associate understands that it is subject to the HIPAA Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Rules for business associates, including, but not limited to, the following: Business Associate shall establish policies and procedures to ensure compliance with the HIPAA Rules, Business Associate shall train its workforce regarding the HIPAA Rules, Business Associate shall enter into this privacy/security Agreement with Covered Entity, Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving PHI, and Business Associate shall conduct a security risk analysis.

**2.1** Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law.

**2.2** Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of the PHI other than as provided for by this Agreement.

**2.3** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

**2.4** Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware. With regard to inconsequential Security Incidents that occur on a frequent basis, such as “pings” or other unsuccessful attempts to penetrate computer networks or servers containing PHI maintained by Business Associate, Business Associate agrees to report to Covered Entity upon written request and no more frequently than annually, whether such inconsequential Security Incidents have occurred during the 12 month period preceding the date of the request.

**2.5** Business Associate agrees to the following in connection with the breach notification requirements of the HIPAA Rules:

**(a)** If Business Associate discovers a breach of unsecured PHI, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within 10 calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by

exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured PHI has been or it has reasonably believed to have been breached and any other available information in Business Associate's possession which the Plan is required to include in the individual notice contemplated by 45 CFR 164.404.

(b) Notwithstanding the immediately preceding paragraph, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured PHI was committed by Business Associate or its employee, officer, subcontractor or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate will prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(c) Further, where a breach involves more than 500 individuals and was committed by the Business Associate or its employee, officer, subcontractor or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Again, Business Associate will prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(d) Business Associate shall either report the above-described breaches of unsecured PHI with respect to Covered Entity to the Secretary in accordance with 45 CFR 164.408 or alternatively, shall maintain a log of the above-described breaches of unsecured PHI with respect to Covered Entity and shall submit the log to Covered Entity within 30 calendar days following the end of each calendar year so that the Plan may report breaches to the Secretary in accordance with 45 CFR 164.408(c).

**2.6** Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits PHI on behalf of Business Associate regarding Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement and the HIPAA Rules to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic PHI.

**2.7** Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual or the Individual's designee in order to meet the requirements under 45 CFR 164.524. If Business Associate receives a request directly from an

Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

**2.8** Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526, or take any other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

**2.9** Following receipt of a written request by Covered Entity, Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI created, received, transmitted or maintained by Business Associate on behalf of Covered Entity, reasonably available to the Secretary for purposes of the Secretary determining compliance with the HIPAA Rules.

**2.10** Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528, or effective as of such date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of PHI from an Electronic Health Record in accordance with the HITECH Amendment.

**2.11** Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual or the Individual's designee, information collected in accordance with Section 2.11 of this Agreement, to permit Covered Entity to respond to a request by an Individual or the Individual's designee for an accounting of disclosures of PHI in accordance with 45 CFR 164.528, or effective as of such date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of PHI from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

**2.12** To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

### **Article 3**

#### **Permitted Uses and Disclosures by Business Associate**

**3.1** Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the underlying service agreement between Plan Sponsor and Business Associate with respect to the Health Plan(s), provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. If there is no underlying service agreement between Plan Sponsor and Business Associate with respect to the

Health Plan(s), Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity for the purposes of payment, treatment or health care operations as those terms are defined in the HIPAA Rules, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

Business Associate is authorized to use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Before proceeding with any such de-identification, Business Associate shall inform Covered Entity in writing of the manner in which it will de-identify the PHI and the proposed use and disclosure by the Business Associate of the de-identified information.

**3.2** Business Associate may use or disclose PHI as Required by Law.

**3.3** Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.

**3.4** Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in this Article.

**3.5** Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

**3.6** Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

**3.7** Business Associate may use PHI to provide data aggregation services relating to the health care operations of the Covered Entity.

#### **Article 4**

##### **Obligations of Covered Entity**

**4.1** Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

**4.2** Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

**4.3** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**4.4** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. However, there is an exception to this restriction if, pursuant to this Agreement, Business Associate uses or discloses PHI for data aggregation or management and administration and legal responsibilities of the Business Associate.

## **Article 5**

### **Term and Termination**

#### **5.1 Term**

This Agreement shall replace and take precedence over any prior business associate agreement entered into between the parties. It shall take effect on the date when both parties have signed this Agreement and shall terminate on the date the Agreement is terminated for cause pursuant to Section 5.2, when the underlying service agreement between the parties with respect to the Health Plan(s) terminates, or as of such other date as agreed to by the parties in writing.

#### **5.2 Termination for Cause**

Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines that Business Associate has violated a material term of the Agreement. In this situation, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within a reasonable time, as specified by Covered Entity; or

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.

#### **5.3 Effect of Termination**

(a) Except as provided in subparagraph (b), upon termination of this Agreement, for any reason, Business Associate shall return or if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI.

(b) In the event that Business Associate determines that the PHI is necessary for its own management and administration or to carry out its legal



responsibilities and Business Associate determines that it needs to retain the PHI for such purposes after termination of the Agreement, Business Associate agrees to the following restrictions set forth in this subsection. Specifically, upon termination of this Agreement, for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

(1) Retain only the PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(2) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this subsection, for as long as Business Associate retains the PHI;

(3) Not use or disclose the PHI retained by Business Associate other than for the purposes for which the PHI was retained and subject to the same conditions set out in Sections 3.5 and 3.6 which apply prior to termination; and

(4) Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(c) Notwithstanding any other provision of this Section, Covered Entity may authorize Business Associate to transmit PHI to another Business Associate of the Covered Entity at termination pursuant to Covered Entity's written instructions.

## **Article 6**

### **Miscellaneous**

#### **6.1 Notice**

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

Business Associate:

Brown & Brown of Colorado  
1125 17<sup>th</sup> St, Suite 1450  
Denver, CO 80202  
Contact Person: Jesse Stuedemann, Assistant Vice President

Covered Entity:

Health Plans of: Moffat County  
1198 W. Victory Way, Suite 111  
Craig, CO 81625  
Contact Person: Rachel Bower, Human Resources Director

**6.2 Regulatory References**

A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

**6.3 Amendment**

This Agreement may only be amended in a written document signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

**6.4 Survival**

The respective rights and obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.

**6.5 Interpretation**

Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Rules.

**6.6 Successors**

This Agreement is binding on each party's legal successors.

**6.7 Indemnification**

Business Associate agrees to indemnify and hold harmless Covered Entity, Plan Sponsor and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys fees resulting from or arising out of or in connection with a use or disclosure of PHI by Business Associate or its subcontractors or agents in violation of this Agreement.

Covered Entity and Plan Sponsor agree to indemnify and hold harmless Business Associate and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys fees resulting from or arising out of or in connection with a use or disclosure of PHI by Covered Entity or Plan Sponsor, or agents of Covered Entity or Plan Sponsor, in violation of this Agreement.

**6.8 No Beneficiaries**

Nothing expressed or implied in this Agreement is intended to confer, nor shall anything confer, upon any person other than the Covered Entity, Plan Sponsor and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.

Brown & Brown of Colorado (Business Associate)

Dated: \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Moffat County (Covered Entity)

Dated: \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

## JOINDER AGREEMENT

This "Joinder Agreement" is effective as of January 1, 2024 (the "Joinder Effective Date") between HealthComp Holding Company, LLC ("Client"), RxBenefits, Inc. ("Administrator") and Moffat County ("Participating Group") utilizing Optum for pharmacy benefits management services ("PBM").

WHEREAS, RxBenefits, Inc. provides prescription drug benefit administration services (the "Services") pursuant to the Administrative Services Agreement (the "Agreement") between Client and Administrator dated January 1, 2023. Those parties desire for prescription drug benefit services to be provided to Participating Group under that same Agreement and pursuant to the terms and conditions therein; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. CAPITALIZED TERMS. Capitalized terms used throughout this Joinder Agreement and not otherwise defined shall have the meaning set forth in the Agreement.

2. SERVICES. Participating Group adopts Client's Agreement with Administrator and adopts Administrator as its exclusive provider of the prescription drug benefit administration services set forth in the Agreement to support the Participating Group's Plan, and Administrator accepts this engagement, subject to the terms of the Agreement and Exhibit A attached hereto. Client may assess additional fees to Participating Group for Client's provision of services related to the Agreement.

3. PLAN RESPONSIBILITY.

3.1 Participating Group will promptly furnish to Administrator the Plan Specifications and all other information necessary, including but not limited to eligibility information, and required under the Agreement for Administrator to render the Services.

3.2 Participating Group shall be responsible for the accuracy of the enrollment information and any and all revisions and updates to the enrollment information. Upon becoming aware of any errors in the enrollment information, Participating Group shall promptly correct the information as necessary.

3.3 Participating Group authorizes the disclosure of employee or dependent confidential information to Administrator in connection with a Plan and applicable law, and Participating Group represents and warrants that it has obtained all required consents and/or other approvals or authorizations (either in writing or through opt-out procedures) from each Plan Participant or, if applicable, each dependent Plan Participant or other applicable party, regarding such disclosures to Administrator for purposes of the Agreement and the services provided to Plan Participants hereunder, and relating to the use and disclosure of information by Administrator or other applicable parties, including without limitation Protected Health Information under HIPAA as permitted under the Agreement or as otherwise reasonably necessary to effect and/or carry out the purposes and intent of the Agreement and the services to be performed and rendered by Administrator, PBM, Client or other applicable third parties with respect to the Agreement. Further, Participating Group hereby authorizes PBM to contract with pharmaceutical companies for Rebates as a group purchasing organization for a Plan. PBM and/or Administrator may use, disclose, reproduce or adapt information obtained in connection with the Agreement, including Claims and eligibility information, which is not identifiable on a Plan Participant basis. PBM and/or Administrator shall maintain the confidentiality of this information to the extent required by applicable law and may not use the information in any way prohibited by applicable law.

3.4 Should Participating Group identify erroneous, mistaken or incorrect Claims payments made by Administrator, refunds in the amount of any such erroneous Claims payments to Participating Group shall be made by Administrator within thirty (30) days after the Claim has been reprocessed, following receipt by Administrator of written notice from Participating Group identifying such errors and providing reasonable supporting documentation to support them. Participating Group acknowledges, covenants and agrees that such refunds made by Administrator shall be the sole and exclusive remedy of Participating Group and any Plan Participant against Administrator, its Representatives or any third party (including PBM) resulting from any such erroneous, mistaken or incorrect Claims payments made by or to Administrator, and Participating Group further covenants and agrees to hold harmless and indemnify Administrator and its Representatives for any Losses beyond such refunds claimed by any party from Administrator. The Parties acknowledge that Administrator may seek to recover any overpayments from a Plan Participants, the providers of service or any other party unjustly enriched as a result of such overpayments at any time after notice or awareness of any such error.

#### 4. FINANCIAL ARRANGEMENT

4.1 Administrator will invoice Participating Group (through its designee, Client) for the Prescription Charges paid during the immediately prior Claims Cycle in accordance with the Claims Cycle billing applicable to Client's adjudication platform (collectively, "Charges").

4.2 Administrator will invoice Participating Group (through its designee, Client) for the Transaction Fees (defined below), regardless of the amount of Claims activity, if any. All invoices will be due and payable seven (7) business days from receipt by Participating Group and payment shall in no event be received by Administrator later than 7 business days from the due date stated in the invoice. Refer to Article 5, for rules applicable to late payment of invoices. Participating Group and Client shall not (and acknowledges that it shall not) have any right to offset any disputed amounts or amounts due and/or payable or purported to be due and/or payable from Administrator and/or PBM from any payments except as specifically approved in writing by Administrator.

4.3 Administrator's charges to Participating Group for Claims will include the sum of the Prescription Charges (defined below) with respect to such Claims that Administrator has paid or is obligated to pay to PBM on behalf of Participating Group. For purposes of the Agreement, the "Prescription Charges" with respect to a particular Claim shall be an amount equal to:

- (a) the lesser of: (i) the sum of (x) the ingredient cost of the drug, plus (y) the pharmacy dispensing fee for such drug (each as set forth on the Participating Health Plan Application); or (ii) the pharmacy's U&C amount for such drug; **plus**
- (b) state tax, where applicable; **minus**
- (c) any co-pay and/or deductible amount which a Plan Participant is obligated to pay with respect to such Claim under a Plan or other applicable benefits program.

In addition to and without limiting the foregoing, any sales, use or other tax or assessment, including without limitation any surcharge or similar fee imposed under applicable law on any health care provider, Participating Group, Plan Participant, service, supply or product provided or to be provided under the Agreement, will be the responsibility of Participating Group and will be added to any invoices to Participating Group hereunder as applicable.

4.4 Administrator may charge Participating Group administration fees (a) per Plan Participant-employee per calendar month payable on a monthly basis, and/or (b) per Claim made by Plan Participants payable on a bi-monthly basis (collectively, the "Transaction Fees"). The Transaction Fees to be paid by

Plan Administrator (on behalf of its Participating Health Plans) to Administrator under the Agreement are as specified in the Participating Health Plan Application.

4.5 Participating Group acknowledges that there are certain clinical programs and related prescription drug services (e.g., formulary management, generic substitution programs, concurrent drug utilization review, prior authorizations, appeals) made available by PBM and other strategic partners of Administrator and administered by Administrator for the benefit of Participating Group and its Plan Participants which Participating Group may elect, in its discretion and subject to mutual agreement with Administrator, to include as part of the prescription drug benefits and services made available by Participating Group to its Plan Participants under the Agreement (collectively, "Clinical Programs" and "Optional Services"). Participating Group further acknowledges and agrees that (a) any such Clinical Programs and Optional Services it elects to include as part of its Plan may require the payment of additional charges as set forth in the Participating Health Plan Application (collectively, the "Program Fees") and (b) a portion of any such Program Fees paid by Participating Group may be retained by Administrator.

4.6 Rebates actually received by Administrator from PBM during the Term for Claims attributable directly to the Plan Participants will be paid or remitted to Client on behalf of Plan Administrator or a Plan in accordance with and subject to the terms and conditions agreed upon by the Parties in the Participating Health Plan Application. Furthermore, Plan Administrator acknowledges and understands that except for the Rebates payable to Plan Administrator on Claims for Brand Drugs pursuant to the Minimum Guaranteed Pricing of the Participating Health Plan Application: PBM may retain all or a portion of any formulary rebate fees received from pharmaceutical companies or otherwise prior to making payment of Rebates, if any, to Administrator or other monetary amounts with respect to prescription drugs that are not covered under the Plan. The Parties further acknowledge and understand that rebates will not be paid to the Parties with respect to any Claims reimbursed on a unit basis by Medicaid agencies or other federal or state health care programs. Upon request, Administrator will provide a report breaking down the rebates by Participating Health Plan.

4.7 Participating Health Plan acknowledges and is aware that Administrator, pursuant to its contractual agreement with PBM: (a) is paid by PBM an administrative services credit payment per mail and retail Claim administered by Administrator on behalf of each Plan Participant in a Plan (the "PBM Service Credit"); and (b) may also receive from PBM a one-time per Plan Participant implementation and marketing credit payment designed to reimburse Administrator for actual expenses and out-of-pocket costs incurred by Administrator to market and implement PBM products and services and transition Participating Group (and its Plan Participants) to PBM's benefit offerings (the "Implementation Credit"). It shall be Administrator's responsibility to obtain and collect such PBM Service Credit and any Implementation Credit directly from PBM and Participating Group shall have no responsibility (payment or otherwise) with respect to such credits payable by PBM. The PBM Service Credit and Implementation Credit are the sole and exclusive responsibility of PBM to credit and compensate to Administrator. The Parties acknowledge and agree that (1) Administrator shall be responsible for any and all transition and implementation costs it incurs (exclusive of any Implementation Credit received by it as described above) with respect to the marketing and transition of Participating Group (and its Plan Participants) to benefit offerings administered by Administrator for Participating Group, and (2) Participating Group shall be responsible for any and all transition and implementation costs it incurs with respect to the transition and implementation of such benefit offerings. To the extent applicable to the Parties, it is the Parties' intention that, for purposes of the Federal Anti-Kickback Statute and any required government reporting, the PBM Service Credit and Implementation Credit shall constitute and shall be treated by Administrator and Participating Group as a discount against the price of drugs within the meaning of 42 U.S.C. § 1320a-7b(b)(3)(A). By executing this Joinder Agreement, each of Administrator and Participating Group hereby agrees that the PBM Service Credit and any Implementation Credit shall be so treated and reported, as and to the extent applicable to each such Party.

## 5. LATE PAYMENT

5.1 If the Charges for Claims, the Transaction Fees or any Program Fees specified in the Agreement are not paid by Participating Group and received by Administrator, by the due date of the applicable invoice, Participating Group shall pay Administrator a service charge equal to five percent (5%) (or the maximum amount allowable under applicable law if such amount is less than 5%) of all then past due amounts. In addition to such service charge, any past due amounts (inclusive of service charges) will incur interest beginning on the due date and continuing thereafter until fully paid at a rate of ten percent (10%) per annum (or the maximum amount allowable under applicable law if such amount is less than 10%). Provided that Participating Group has paid and maintains the value of any deposits required by Administrator, if any, Administrator will not accrue service charges or interest on an applicable invoice until the applicable invoice is seven (7) days past due, at which time service charges and interest shall accrue and be calculated from the due date of the applicable invoice in accordance with this paragraph. After 21 days of non-payment, Administrator will evaluate charging interest retroactive to the initial invoice due date.

5.2 Furthermore, if payment of the Charges for Claims, the Transaction Fees or any Program Fees payable by Participating Group are not received by the due date of the applicable invoice, Administrator may, at its option, cease or suspend the provision of administrative services provided by Administrator under the Agreement, and deactivate all prescription drug cards issued to the Plan Participants. Additionally, Administrator's may have the option and right to terminate this Joinder Agreement at any time if Participating Group fails to make full and timely payment of such Charges and fees (including any applicable service charges and interest) to Administrator.

5.3 If at any time Administrator reasonably determines that Participating Group may have difficulty meeting its financial commitments under this Joinder Agreement, Administrator may request from Client financial information, reasonable assurances, or both, satisfactory to Administrator as to Participating Group's ability to timely and fully meet its commitments and responsibilities hereunder. Such assurances may include, without limitation, Administrator requiring Participating Group to make a deposit in such amount reasonably sufficient in Administrator's judgment to secure Participating Group's payment obligations. If Participating Group provides Administrator with such a deposit, Administrator may apply the deposit to past due balances and shall return the remaining deposit, if any, after the termination of this Joinder Agreement and the payment of all amounts payable to Administrator hereunder. Any deposit made by Participating Group hereunder shall not be deemed a Plan asset.

5.4 Administrator's failure to charge or collect a service charge and/or interest from Participating Group shall not waive or otherwise limit in any respect any future right of Administrator under this Joinder Agreement to charge or collect a service charge and/or interest from Participating Group.

## 6. TERM AND TERMINATION.

6.1 The initial term of this Joinder Agreement will begin on the Joinder Effective Date set forth above, and shall continue in effect, unless sooner terminated as provided herein, for a period of one (1) year after the Joinder Effective Date ("Initial Term"). Thereafter, this Joinder Agreement will automatically renew for additional 12-month renewal periods ("Renewal Term"), provided that either party may terminate this Joinder Agreement effective as of the last day of the Initial term or any Renewal term by providing written notice of non-renewal to the other party at least ninety (90) days prior to the end of such Initial Term or Renewal Term. The Plan Administrator, on behalf of Participating Health Plan, shall remain liable to Administrator for all Claims of Participating Health Plan's Plan Participants and any associated Transaction

Fees or other fees charged by the PBM which are incurred and due as of the Participating Health Plan's date of termination. At no time shall Administrator provide the Services for Participating Group if this Joinder Agreement is not in place.

6.2 Administrator or Client may terminate the Agreement and/or this Joinder Agreement upon written notice to the other Party if, as a result of any change in law, the rights or obligations of the requesting Party would be materially and adversely affected. Any such termination shall be effective on the day immediately preceding the effective date of such change in law, subject to the provisions of immediately following sentence. Notwithstanding the foregoing sentence, the Parties hereby agree to use prompt, good faith efforts to renegotiate the terms of the Agreement or any applicable Joinder Agreement. If the Parties successfully conclude such negotiations prior to the effective date of the change in law, this Agreement or the respective Joinder Agreement shall not terminate and shall be amended to reflect the negotiated terms mutually agreed upon by the Parties. In the event the Parties are unable to successfully conclude and reach mutual agreement through such good faith negotiations, this Agreement or the respective Joinder Agreement shall terminate as provided above and herein.

6.3 On and after the date of termination of the Agreement or the Joinder Agreement, Administrator shall be obligated to complete such administrative services provided for in this Agreement as have been commenced prior to the date of termination. Therefore, Claims incurred or reported after the date of termination are the sole responsibility of Participating Group and are not the responsibility of Administrator. Furthermore, termination of this Agreement or any respective Joinder Agreement shall not relieve Participating Group of its obligation to pay Administrator for any outstanding Claims, charges, fees (including without limitation any applicable service charges), interest and reasonable collection costs and attorneys' fees incurred by Administrator associated with such collections. Upon termination of this Agreement or any respective Joinder Agreement, Administrator shall not have any obligation to transition Claims files and/or histories (or other information prior to such information being scrubbed of PBM's or Administrator's confidential, proprietary or trade secret information) to the extent that they contain PBM and/or Administrator cost, pricing and/or other proprietary, financial information, to a new prescription benefit manager or any other third party. With respect to any files requested by Participating Group or its new prescription benefit manager, any associated charges shall be the responsibility of Participating Group.

6.4 Administrator may, in its sole and absolute discretion, suspend performance or terminate this Agreement at any time without giving any advance notice, written or otherwise, to Client or Participating Group and without penalty or liability for any Losses if (1) Participating Group fails to make timely payment of the Charges for Claims, the Transaction Fees or any Program Fees owed to Administrator in accordance with the terms and conditions of this Agreement or, if requested, does not provide a deposit to Administrator as provided in 5.3 above, (2) Participating Group makes an assignment for the benefit of creditors, (3) Participating Group is the subject of a voluntary or involuntary petition for bankruptcy or is adjudicated insolvent or bankrupt, or (4) a receiver or trustee is appointed for any portion of Participating Group's property.

## 7. INDEMNIFICATION

7.1 Except as otherwise provided in this Joinder Agreement or the Agreement, Participating Group agrees to hold harmless and to indemnify Client and Administrator and its respective Representatives from and against any Losses arising out of or related to Participating Group's breach or violation of this Agreement.

7.2 Participating Group agrees to hold harmless and to indemnify Client and Administrator and its respective Representatives from and against all Losses arising out of or in connection with (1) Participating Group's default in the performance of any duty, requirement or obligation of Participating Group under this



this Joinder Agreement and the Agreement, its Plan or otherwise owed to Participating Group's employees and their dependents (whether or not in relation to this Agreement or a Plan). (2) the acts or omissions of any Representative of Participating Group's (whether or not in relation to this Joinder Agreement, the Agreement, or a Plan) or (3) any representations, warranties, covenants or statements, whether written, oral or otherwise, made by Participating Group's to its Representatives and/or their dependents.

## 8. ERISA, COBRA AND HIPAA DUTIES

8.1 If Participating Group's offering of the prescription drug program provided for in this Agreement constitutes part of a "welfare plan" within the meaning of Section 3(1) of ERISA, it is understood and agreed that the duties of Participating Group, Client and Administrator are as follows:

8.1.1 Plan and Summary Description: It shall be the duty of Participating Health Plan (and not the duty of Client or Administrator) to furnish any Plan or summary plan description or summary of material modifications to participants and beneficiaries as required by ERISA and any regulations under it. It shall be the duty of Administrator to provide Participating Group, upon request, with a summary of benefits available under a Plan for use in conjunction with the summary plan description or summary of material modifications.

8.1.2 Annual and Summary Annual Reports: It shall be the duty of Participating Group to furnish any annual reports to participants and/or governmental agencies as required by ERISA, the Internal Revenue Code and any regulations thereunder. It shall be the duty of Administrator to send to Participating Group, upon Participating Group's reasonable request, such information which Administrator has within its possession as will permit Participating Group to make the annual reports. It shall be the duty of Participating Group to provide the Plan Participants with summary annual reports as required by ERISA and any regulations under it.

8.1.3 Plan Administrator: It is expressly understood and agreed by the Parties that any and all duties assigned by ERISA and any regulations thereunder to the Plan Administrator including, but not limited to, those duties specified in a Plan shall be deemed for purposes of this Agreement as duties of Participating Group and not those of Administrator or Client. It is also expressly understood and agreed by the Parties that any notices required by the amendments to ERISA by COBRA (P.L. 99-272, as amended) to be given by the Plan Administrator to participants and beneficiaries shall be the obligation of Participating Group under this Agreement and not the obligation of Administrator or Client. Further, Administrator will not accept payment directly from any former employee (or dependent of such employee) who is eligible for continuation coverage under a Plan. It shall be the responsibility of Participating Group (and not Administrator), or such other third party administrator handling the health plan of which the prescription drug program is a part, to collect the premiums due from the employee (or dependent of the employee) for continuation coverage and to satisfy any and all other COBRA duties and responsibilities.

8.2 Participating Group expressly acknowledges and agrees that: (1) Administrator and Client are not (nor shall it be deemed to be at any time) a "fiduciary" under ERISA, the Internal Revenue Code and any regulations thereunder, applicable state law, common law or otherwise for any purposes whatsoever pursuant to this Agreement or otherwise; and (2) Participating Group (and not Client or Administrator) possesses and expressly retains at all times during this Joinder Agreement and the Agreement and thereafter the sole and absolute authority to design, amend, terminate, modify, in whole or in part, all or any portion of a Plan, including without limitation the sole and absolute authority to control and administer a Plan and any assets of a Plan. Participating Group (and not Administrator or Client) will also have complete discretionary, binding and final authority to construe the terms of a Plan, to interpret ambiguous Plan language, to make factual determinations regarding the payment of Claims or provision of benefits, to review denied Claims and to resolve complaints by Plan Participants.

8.3 Participating Group shall be responsible for any and all duties and responsibilities applicable to Participating Group under HIPAA and similar state law that may apply to the prescription drug program offered under this Agreement at any time, including but not limited to those provisions applicable to Participating Group relating to portability, non-discrimination, privacy and security. The Parties agree to sign a HIPAA Business Associate Agreement in the form attached hereto as Exhibit B.

8.4 Claims, as well as eligibility information, which is de-identified in accordance with HIPAA and other applicable law, and which is not identifiable on a Plan Participant basis, may be used, disclosed, reproduced, adapted or sold by PBM and/or Administrator. Such de-identified data may be provided to nationally recognized data integration firms to support appropriate administration of PBM's drug management programs as this benchmarking data enables PBM to compare against other drug population sets and seek to improve programs and services for clients or otherwise.

9. GENERAL.

9.1 Notices. All notices, requests, consents, demands or other communications under this Joinder Agreement will be in writing and deemed to have been duly given either (a) when delivered, if delivered by hand, sent by United States registered or certified mail (return receipt requested) or delivered personally by commercial courier or (b) on the second following business day, if sent by United States Express Mail or a nationally recognized commercial overnight courier at the following address (or at other addresses as specified by a notice) with applicable postage or delivery charges prepaid.

If to Client:

HealthComp Holding Company, LLC  
Attn: Legal  
621 Santa Fe Ave.  
Fresno, CA 93721

If to Participating Group:

Moffat County

Attn: \_\_\_\_\_  
1198 W. Victory Way  
Craig, Colorado 81625

If to Administrator:

RxBenefits, Inc.  
Attn: Legal  
3700 Colonnade Parkway, Suite 600  
Birmingham, AL 35243

Such addresses may be changed by either Party by written notice as to the new notice address given to the other Party as provided in this Agreement. Participating Group shall act as agent of its employees to receive all notices to them hereunder and to notify the employees and their participating dependents affected thereby. It also shall be the responsibility of Participating Group to notify all employees (and their dependents) of the expiration or termination of this Agreement by a Party. In the case of changes in, or termination of, the Agreement, notice to or by Participating Group shall be deemed to constitute notice to all employees of Participating Group and their dependents, and no further notice need be given by Administrator or Client to any employee or dependent in order to effectuate any change in, or termination of, this Joinder Agreement. The Agreement, or the benefits or coverage provided for herein or made available hereby.

9.2 Compliance with Laws. Client and Participating Group shall take all actions necessary and appropriate to assure that they comply with the applicable federal, state and local laws and regulations, including, without limitation, the Anti-Kickback Statute, the Public Contracts Anti-Kickback Act, the Stark Law and the laws and regulations relating to disclosure or notification of plan benefits or the terms of rebate administration under this Joinder Agreement.

9.3 The Agreement is not a contract of insurance and Administrator and Client are not an insurer or underwriter of a Plan's liability. Except as otherwise provided in this Agreement, Plan Administrator and/or Participating Health Plan has and will retain the ultimate responsibility for payment of Claims and other expenses under a Plan.

9.4 Participating Group may audit Administrator in accordance with Article VIII.H.2 of the Agreement. Additionally, Participating Group acknowledges that government agencies, or their agents may seek eligibility or similar data from PBM regarding Plan Participants. Additionally, government agencies, or their agents, may submit to PBM claims for reimbursement for prescription drug benefits provided by such government agencies, or their agents, to Plan Participants ("Government Claims"). Participating Group authorizes PBM to provide such data as requested by government agencies or their agents and further authorizes PBM to process such Government Claims, in accordance with applicable law. Participating Group acknowledges that PBM and Administrator may advance payment for Government Claims on behalf of Participating Group. Participating Group will reimburse PBM or Administrator, in accordance with Participating Group's payment obligations under this Joinder Agreement, for all amounts advanced by PBM or Administrator for payment of Government Claims. Participating Group acknowledges that Government Claims submitted by or on behalf of a state Medicaid agency shall be paid if submitted within three (3) years from the original date of fill unless a longer period is required by applicable law. In addition, Government Claims submitted by or on behalf of a state Medicaid agency may not be denied on the basis of the format of the Government Claim or failure to present proper documentation at the point of sale. Participating Group shall also reimburse PBM or Administrator for any adjustments or reconciliations to previously processed Government Claims that may be payable to government agencies in accordance with applicable laws and regulations. The administrative fee for processing Government Claims will be invoiced at the paper submitted Claim rate stated in the Participating Health Plan Application or as otherwise agreed in writing by Participating Group and Administrator. PBM reserves the right to (i) terminate these services upon ninety (90) days prior written notice to Participating Group; or (ii) delegate these services to a third-party claims processor. In no event will PBM process Government Claims beyond the Term of this Agreement.

9.5 Except as specifically modified by this Joinder Agreement, all of the terms and conditions of the Agreement will remain in effect and Participating Group agrees to be bound by the terms of the Agreement. With respect solely to Participating Group, all references in the Agreement to "Client Data" shall be deemed to be replaced with "Participating Group Data."

**IN WITNESS WHEREOF**, the parties herein have caused this Joinder Agreement to be executed by their duly authorized representatives as of the effective date written above.

**CLIENT:**

**HealthComp Holding Company, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**PARTICIPATING GROUP:**

**Moffat County**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ADMINISTRATOR:**

**RxBenefits, Inc.**

By: \_\_\_\_\_

Its: Vice President of Compliance and Legal Affairs

## RADIO TOWER SITE LEASE AGREEMENT

THIS AGREEMENT, made this day 25 of September, 2024, by and between MOFFAT COUNTY, a body corporate and politic, 1198 West Victory Way, Suite 104, Craig, CO 81625, hereinafter referred to as the "Lessor" and, Three Forks Ranch, 144 Carbon County Road 710, Savery, Wyoming 82332, hereinafter referred to as the "Lessee".

### WITNESSETH:

In consideration of the rents and covenants specified herein, the parties agree as follows:

1. Lessor represents and warrants that it is the lessee of a radio tower site situate in Moffat County, State of Colorado, being more particularly described as follows:

A 50 foot by 50 foot area within the W ½, E ½, E ½ of Section 10, Township 11, Range 90 West of the 6<sup>th</sup> Prime Meridian, the midpoint of which is located at the following points of latitude and longitude:

Latitude: 40 55' 36.5" North

Longitude: 107 28' 18.7" West

Said 50 foot by 50 foot area is referred to hereinafter as "Bakers Peak Tower Site." Older leases may refer to the same site as "Dalton Flats."

2. Lessor's interest in the Bakers Peak Tower Site is derived from a Lease and Easement Agreement between James A. Bridges, Lessor, and Moffat County, a body corporate and politic, Lessee, which was entered into on July 18, 2006, and is recorded in the public records of Moffat County, Reception Number 20063416, on July 18, 2006 ("the Bridges Lease").
3. Lessor has the right to sublet the Bakers Peak Tower Site, pursuant to paragraph 5 of the Bridges Lease. Lessee desires to enter into a non-exclusive sublease with Lessor for the purpose of installing and operating radio communications equipment on the Bakers Peak Tower Site.

4. Lessor grants Lessee permission to install, or have installed, and to operate radio communications equipment on Lessor's radio communications tower on the Bakers Peak Tower Site.
  
5. Lessor agrees that Lessee, as Permittee of Lessor, shall have access to the tower site and the building at the base of the tower for the purpose of installation of the radio equipment and operation and repair of said equipment.
  
6. Lessee will provide Lessor with documentation that Lessee carries commercial general liability insurance coverage for Lessee's equipment and activities on Bakers Peak Tower Site with a combined single incident limit of \$1,000,000.00 per occurrence and will name Lessee as an additional insured on Lessor's insurance policy. Lessee shall not suffer or permit its employees or agents to ascend the radio tower for any purpose whatsoever unless a certificate of insurance for tower ascent is provided to Lessor, with Lessor named as an additional insured. Lessor assumes no liability with respect to Lessee's employees, agents or representatives ascending the tower, or for any other operations or activities of Lessee on the Bakers Peak Tower Site.
  
7. Lessor has obtained easements for access to the Bakers Peak Tower Site and, as Lessor's Permittee, Lessee's authorized personnel and those persons under the direct supervision of Lessee's authorized personnel, shall have full rights of ingress and egress to and from the tower site from Moffat County Road 2 to the tower site for the purpose of installing, operating and maintaining Lessee's radio communications system. Lessee agrees that it will not enter or travel on the right-of-way established by paragraph 13 of the Bridges Lease ("the road") during wet conditions, nor will Lessee do anything to damage the road. Lessee agrees to repair any damage to the road caused by the use of the road by Lessee and that it will restore the road to its condition as it existed immediately prior to the time of the damage. Lessee shall indemnify and hold Lessor harmless from any liability for damage to the road caused by Lessee. Lessor makes no representation, warranties or agreements regarding the passability or condition of the road to the Bakers Peak Tower Site.
  
8. It is agreed and understood that Lessee's equipment, its installation and its operation:

- A. Will in no way damage the building or tower structure.
- B. Will not interfere with the maintenance of the Lessor's tower and the tower lighting system.
- C. Will not interfere with the operation of the Lessor's radio communication equipment or the equipment of other sub lessees of the tower. In the event that there is interference with any other party's operations of radio communication equipment, Lessee shall take all steps necessary to correct such interference. If said interference cannot be eliminated within a reasonable period of time, Lessee agrees to remove Lessee's equipment from the leased premises.
- D. Will comply with all applicable rules and regulation of the Federal Communications Commission and the electrical codes of Moffat County and/or the State of Colorado.

9. TERM: This lease shall commence on July 9, 2024, and run for a period of five years, through July 8, 2029. However, either party may cancel this lease upon thirty days written notice to the other party. If this lease is cancelled by either party as provided herein, the Lessee shall, during the said thirty day notice, remove all equipment installed on the Bakers Peak Tower Site and leave the premises in substantially the same condition as existed on the date of this agreement, normal wear and tear excepted.

10. RENT: Rent shall be One Hundred and Thirty Dollars (\$ 130.00) per month, payable by Lessee to Lessor on the 1<sup>st</sup> day of each month during the term of this Agreement. The rent shall include the County furnishing power to Lessee's radio equipment located on the tower site without additional cost to Lessee.

11. Lessee agrees to indemnify and hold Lessor harmless from any claims that may arise during the term of this agreement by reason of any occurrence attributable solely and directly to Lessee's negligent installation, operation or maintenance of Lessee's equipment or Lessee's activities on the Bakers Peak Tower Site. Lessee shall provide suitable property insurance coverage with regard to Lessee's equipment.

12. Lessor is not responsible to correct any interference caused by Lessor's radio communications operations or by any other station or radio communications equipment.

13. If, after the execution of this lease, Lessee is unable to occupy Lessor's tower due to action of the Federal Communications Commission or for any other reason, this lease may be canceled without obligation on the party of either party, except that the Lessee may be required to reimburse Lessor for any expense incurred during the negotiations or execution of this lease. Said reimbursement shall not exceed One Hundred Dollars (\$100.00).

14. Lessee shall have no right, privilege or interest in and to the leased area or surrounding premises other than the use of the premises for a radio transmission site and for all purposes necessary or incidental thereto.

15. Notices shall be served by registered or certified mail addressed as follows:

If to Lessor: Moffat County Board of County Commissioners  
1198 West Victory Way, Suite 104  
Craig, CO 81625  
970-824-5517

If to Lessee: John Kerr  
Director  
Three Forks Ranch  
P.O Box 69  
1445 Carbon County Road 710  
Savery, WY 82332  
970-583-2258  
[John@threeforksranch.com](mailto:John@threeforksranch.com)

The mailing of any such notice properly enclosed, addressed, stamped and registered or certified shall be considered proper service.

16. This lease may not be assigned without the prior written consent of the Lessor. The provision of this Agreement shall apply to all successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have subscribed their names this 25<sup>th</sup> day of September, 2024



Moffat County Board of County Commissioners, Lessee

By: \_\_\_\_\_  
Tony Bohrer

STATE OF COLORADO        )  
  )ss.  
County of Moffat            )

The forgoing documents were signed and acknowledged before me by Tony Bohrer,  
Chairman, Moffat County Board of County Commissioners, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024.

Witness my hand and official seal.  
My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public


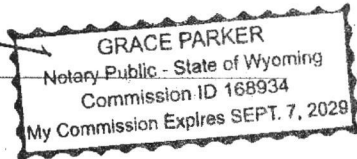
Three Forks Ranch, Lessor

By: \_\_\_\_\_  
John Kerr

STATE OF WYOMING        )  
  )ss.  
County of Carbon         )

The forgoing documents were signed and acknowledged before me by John Kerr, for  
Three Forks Ranch this 25<sup>th</sup> day of ~~August~~ September, 2024.

Witness my hand and official seal.  
My Commission expires: 9/7/2029

 Notary Public  


**Resolution 2024-111  
Observed Holidays for 2025**

**WHEREAS**, the Board of County Commissioners met at a regular meeting on 22<sup>nd</sup> of October, 2024; and

**WHEREAS**, the Board of County Commissioners reviewed the proposed Observed Holidays for 2025; and

**WHEREAS**, after reviewing the proposed Observed Holidays for 2025, it was decided to approve the holidays.

**NOW THEREFORE BE IT RESOLVED**, by motion, the Board of County Commissioners agreed to approve the following Observed Holidays for the year 2025:

Wednesday, January 1	New Year's Day
Monday, February 17	President's Day
Monday, May 26	Memorial Day
Friday, July 4	Independence Day
Monday, September 1	Labor Day
Tuesday, November 11	Veteran's Day
Thursday, November 27	Thanksgiving
Friday, November 28	MLK Day (observed)
Wednesday, December 24	Christmas Eve (Columbus Day observed)
Thursday, December 25	Christmas Day
Friday, December 26	Juneteenth (observed)

**ADOPTED** this 22<sup>nd</sup> day of October, 2024.



\_\_\_\_\_  
Tony Bohrer, Chair

STATE OF COLORADO    )  
  ) ss.  
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 22<sup>nd</sup> day of October, 2024.



\_\_\_\_\_  
(Deputy) Clerk and Ex-officio to the County  
Commissioners, Moffat County, State of Colorado  
Erin Miller



October 29, 2024

I am interested in serving on the Fair Board. I was born and raised in NW Colorado, growing up in Routt and Moffat counties. I have been in cattle ranching for my whole life. I showed market beef and beef breeding for 9 years in Routt county. I am a buyer at the Fair sale and sponsor of the Fair. I also have 3 young children who will be coming into fair age in the next few years. Thank you.

LEE GITTLESON

October 25, 2024

To whom it may concern,

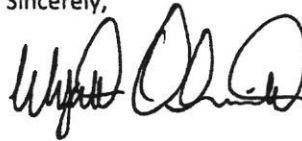
My name is Wyatt Oberwitte, and I am interested in a fair board position. I was born and raised in Moffat County and grew up with 4-H as a large part of my life. After graduating high school, I moved away and traveled across the country for work. Just over 7 years ago, I moved back to the area, and it immediately felt like home again. With 4-H being such a large part of my upbringing, I have been attending the fair every year in one fashion or another, unfortunately being more and more disappointed every year, as it is not the fair I and many of us had the pleasure of growing up with!

I say this, not to "knock" or "cast blame" to any of the members or leaders, but as a concerned member of the 4-H community. In my opinion, there isn't any better stock when it comes to the younger generations entering today's society, than those that come through 4-H. One thing I stand by, is "you can't complain about something, if you're not willing to help better it." Realizing that the Moffat County Fair Board quite simply doesn't have enough help and is stretched thin enough, I would like to be a part of that betterment.

I feel like I am a well-qualified applicant, from not only what I learned throughout my 10 years in various 4-H projects, but from being able to apply those teachings later in life. As mentioned earlier, shortly after moving back 7 years ago, I started my career selling vehicles for the Manotis family at Victory Motors. Quickly grasping the concepts of business, I have been the Business Manager / Finance Director for 5 years now this month. As part of the management team, I have been a large part of the organization in many of the events put on by Victory Motors including an ever-growing Trunk or Treat for the kids at Halloween, and The Victory Motors Cancer Drive fundraiser held every fall.

Thank you for taking the time to read my letter of intent to join such an important organization of the community, I understand my letter is tardy, please don't hesitate to reach out with any questions.

Sincerely,



Wyatt Oberwitte

Jennifer Pieroni

Craig CO 81625

11/5/2024

Dear County Fair Board Members,

I am writing to express my intent to serve on the Moffat County Fair Board. With a deep appreciation for our community and a passion for supporting children, agriculture, and Colorado culture, I believe I can contribute positively to the board's mission.

Having been a resident of Moffat for 3 years, I have witnessed firsthand the vital role the county fair plays in bringing our community together. My involvement as a 4-H mom, as a representative of the state tasked with helping our community navigate the coal transition, learning daily about the challenges our agricultural community faces, as a social worker for individuals with disabilities and as a local Non-profit business owner, have equipped me with a unique perspective and a strong commitment to fostering community engagement.

I am particularly interested in supporting children with delays, disabilities, and unique needs. I believe that with my background as a social worker for individuals with disabilities, I can help implement innovative ideas that align with the fair's objectives.

I am excited about the possibility of serving on the Fair Board and would be honored to work alongside fellow members to enhance our county fair's impact. Thank you for considering my application. I look forward to the opportunity to contribute to this important community institution.

Sincerely,



# MOFFAT COUNTY ROAD DEPARTMENT

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November 12, 2024

## Retainage Release to Stripe-A-Lot Inc.

Release of partial retainage fee for final settlement to Stripe-A-Lot Inc. for the 2024 pavement striping project pursuant to Revised Statutes 1973, Section 38-26-107

The Road and Bridge Department has advertised for the release of final payment in the Craig Daily Press on October 16, 2024 and again on October 23, 2024. No notices of claims or outstanding payments have been received by the Road Dept.. We would like consent to make final payment to Stripe-A-Lot Inc. in the amount of \$9,689.32.

Thank you,

Bruce White/Manager

Road and Bridge Dept.



# MULTI-USE EVENTS & RESILIENCY CENTER FEASIBILITY STUDY & MASTER PLAN

Presented By  
Johnson Consulting, MIG, CD Smith & Cumming  
November 12, 2024

EST. 1911



**JOHNSON  
CONSULTING**

**M I G**

**CDSmith**

**CUMMING  
GROUP**

# CONSULTING TEAM



**CHARLES JOHNSON**  
President & CEO  
Project Executive



**SARAH EMMERTON**  
Project Manager  
Director of Research



**MARK DE LA TORRE**  
Director of Denver  
Area Operations,  
Director of Visualization



**CLAIRE FETTIG**  
Project Associate



**CHARLES D. SMITH**  
Equestrian  
& Arena Architect



**MARGARET BUTLER**  
Principal  
MHM

CDSmith

CUMMING  
GROUP



**LUCAS STOVER**  
Director,  
Cost Management



# Introduction

The Consulting Team was retained by Moffat County to provide a Feasibility Study and Master Plan for a new Multi-Use Events & Resiliency Center at, and broader campus improvements to, the Moffat County Fairgrounds in Craig, CO.

Today's **workshop** will summarize key components of our Feasibility Study and Master Plan:

1. Key Objectives & Methodology
2. Existing Conditions Review
3. Community Engagement Findings
4. Market Analysis
5. Strategic Recommendations
6. Key Performance Metrics
7. Responsiveness of Final Plan to Key Objectives

✓	Task 1	Project Management/ Kick-Off Meeting and Field Work	
✓	Task 2	Existing Conditions Review	Tasks 2 & 7: Existing Conditions Review
✓	Task 3	Market Analysis	
✓	Task 4	Stakeholder and Community Engagement	
✓	Task 5	Regional and Comparable Facilities Analysis	
✓	Task 6	Strategic Recommendations	
✓	Task 7	Site Analysis	
✓	Task 8	Site Concept Options	
✓	Task 9	Architectural Renderings	Tasks 10-13: Key Performance Metrics
✓	Task 10	Probable Cost Estimates	
✓	Task 11	Demand Projections	
✓	Task 12	Financial Projections	
✓	Task 13	Economic and Fiscal Impact Analysis	
✓	Task 14	Final Plan	

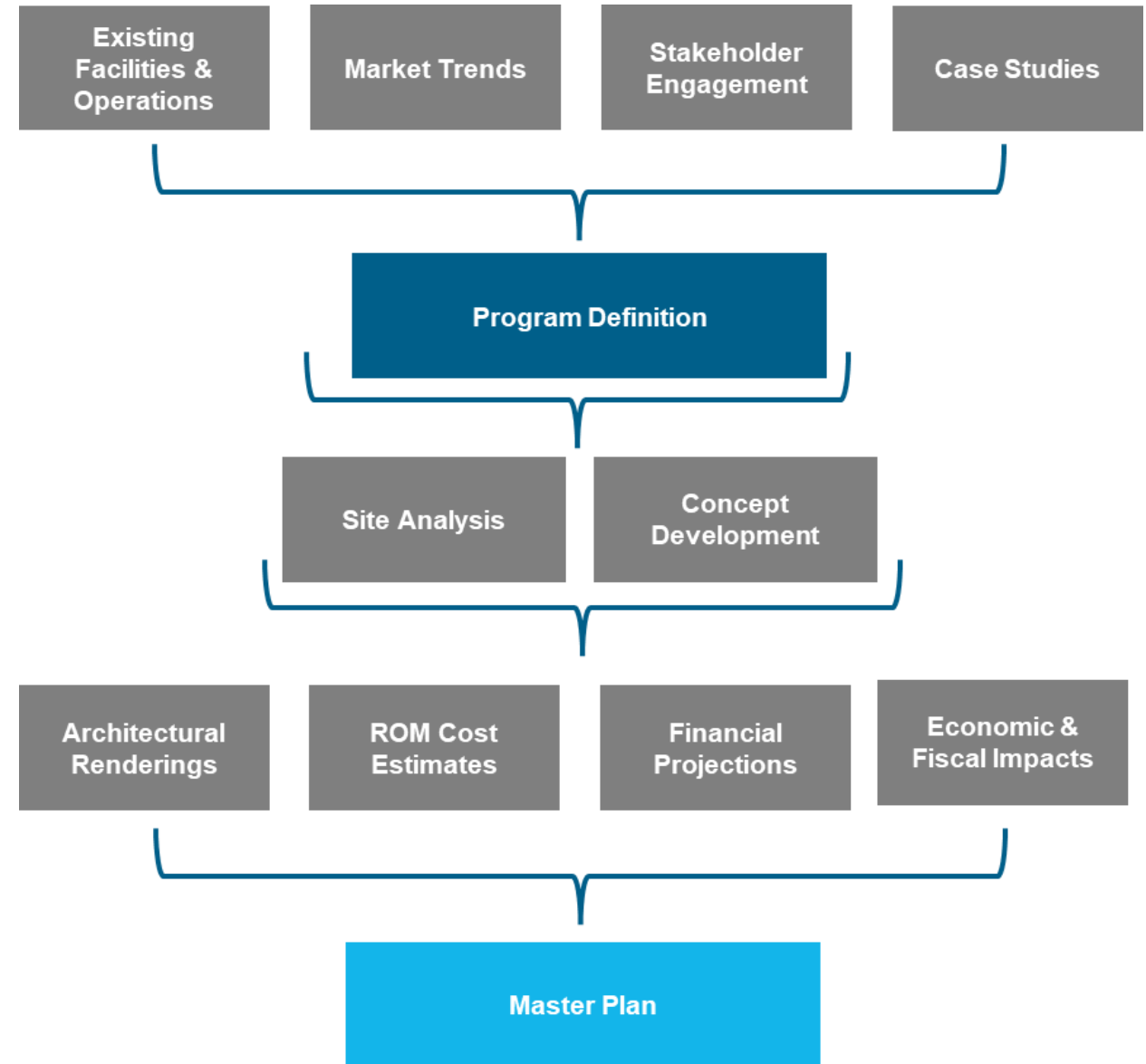
# 1. Key Objectives & Methodology

Moffat County is exploring the potential for a Multi-Use Events & Resiliency Center, and broader improvements to the Fairgrounds, to:

- Diversify County revenues and serve as an **economic development driver** that will draw visitors from outside of the local area, particularly given that there are very few venues like this in the region.
- Help to **offset the impact** of the closure of Tri-State Energy's coal mines and the Craig Station power plant, by 2028.

## Key Objectives

1. **Maintain the core function of the Fairgrounds and facilitate the annual Fair and other major events, including Grand Old West Days (GOWD).**
2. **Increase year-round events, attendance, and revenue generation, to maximize the Fairgrounds' economic impact, and drive economic development and tourism.**



# 2. Existing Conditions - Operations



## STAFF

- Very lean, competent and passionate staff
- Consider adding dedicated marketing, sales and booking, and sponsorship procurement functions



## EXISTING TENANCIES & CONTRACTS

- Annually repeating events - Moffat County Fair, Grand Old West Days (GOWD), Moffat County High School Rodeo, and Rio Caromo lease agreement
- Tenancies and contracts do not provide any significant contribution to operating revenues – target 20-25% “known” revenues



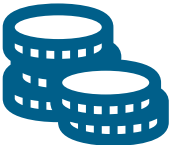
## BOOKING, SALES, & MARKETING

- Existing social media accounts - no formal marketing plan, no record of lost/ turned-away business
- Opportunity for dedicated marketing staff to improve presence – websites optimization, analytics, sponsorships, cross-promotion, other advertising mediums, testimonials, “festivalization”



## DEMAND

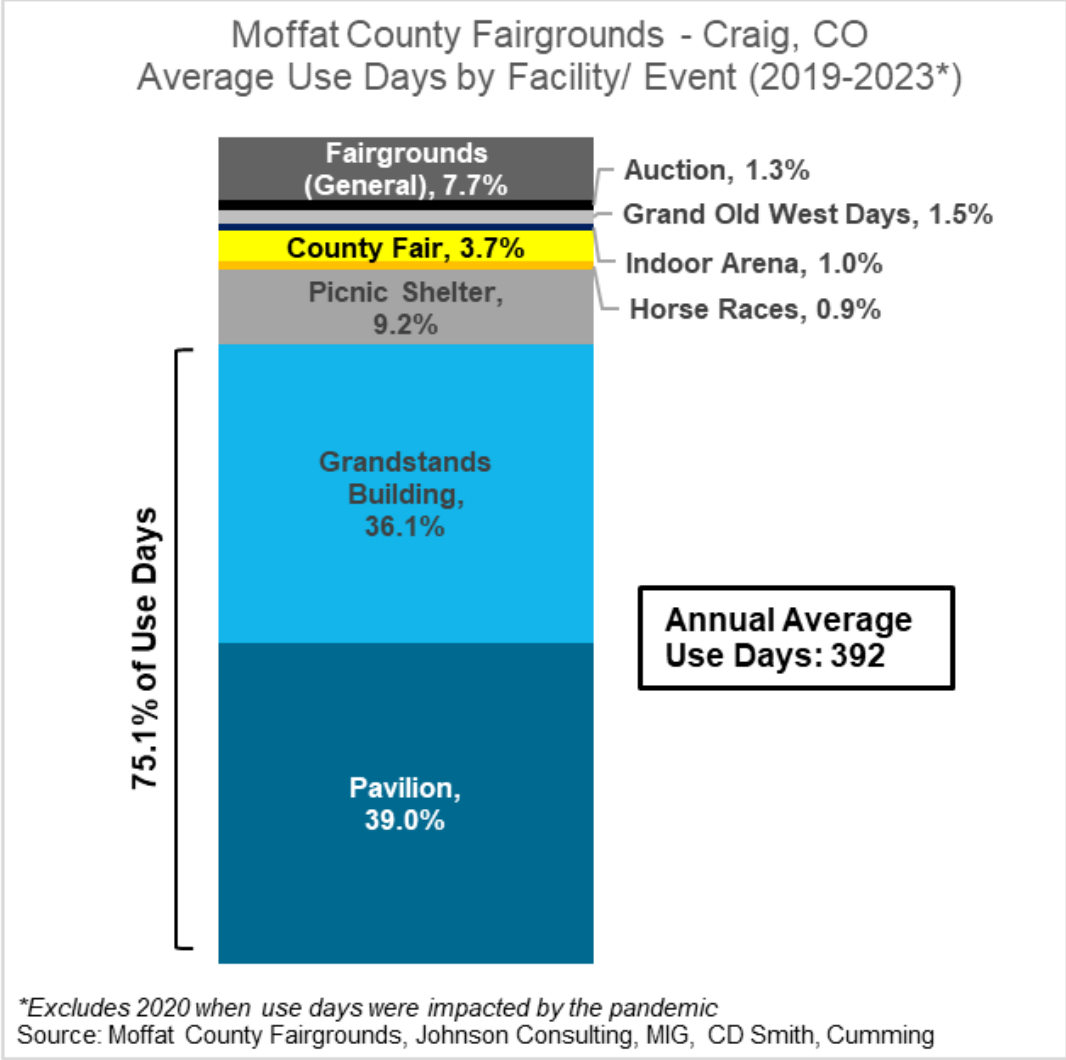
- Robust – 435 use days in 2022 and 434 in 2023, including Fair and GOWD
- Pavilion and Grandstand Building account for 75.1% annual use days – indicative of demand for indoor multi-purpose space



## FINANCES

- Operates at a deficit – not uncommon but many Fairgrounds have dedicated funding sources
- County support for capital improvements, dedicated funds for Multi-Use Events & Resiliency Center, ARPA funds
- Complex rental fee structure – simplify to streamline communication with potential users

# 2. Existing Conditions – Utilization



Moffat County Fairgrounds - Craig, CO Use Days (2019-2023)						
Facility/ Event	2019	2020	2021	2022	2023	CAGR*
Pavilion	160	90	150	145	156	(0.8%)
Grandstands Building	128	86	103	169	166	9.1%
Picnic Shelter	35	31	40	40	29	(6.1%)
Horse Races	6	1	3	3	2	(30.7%)
County Fair	15	15	15	15	13	(4.7%)
Indoor Arena	-	-	-	7	8	-
Grand Old West Days	6	6	6	6	6	0.0%
Auction	3			8	4	10.1%
Fairgrounds (General)	2	16	27	42	50	192.4%
<b>TOTAL</b>	<b>355</b>	<b>245</b>	<b>344</b>	<b>435</b>	<b>434</b>	<b>6.9%</b>

\*Compounded Annual Growth Rate 2019-2023 (excluding 2020 when use days were impacted by the pandemic)

Source: Moffat County Fairgrounds, Johnson Consulting, MIG, CD Smith, Cumming

- **High number of use days** – attendance is highest on event days (when both participants and spectators are present).
- Prevalence of 4H and animal activities reflects the core mission of the Fairgrounds.
- Opportunity to **expand or duplicate** more of the same types of events particularly in the typical closed season, and **attract new, diversified**, event types.

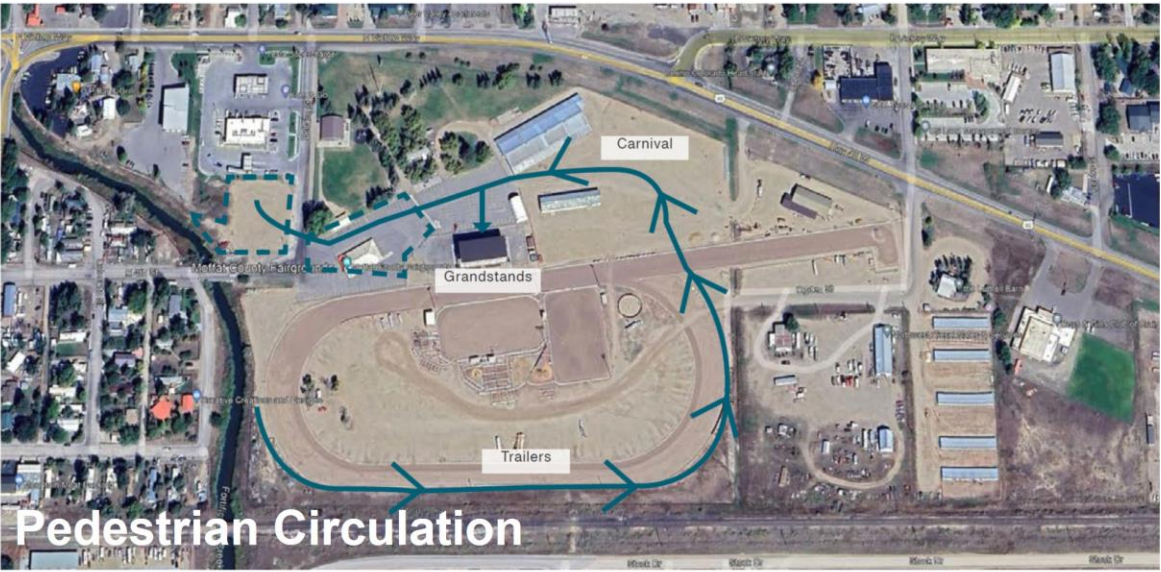
# 2. Existing Conditions – Site



## MOFFAT COUNTY FAIRGROUNDS

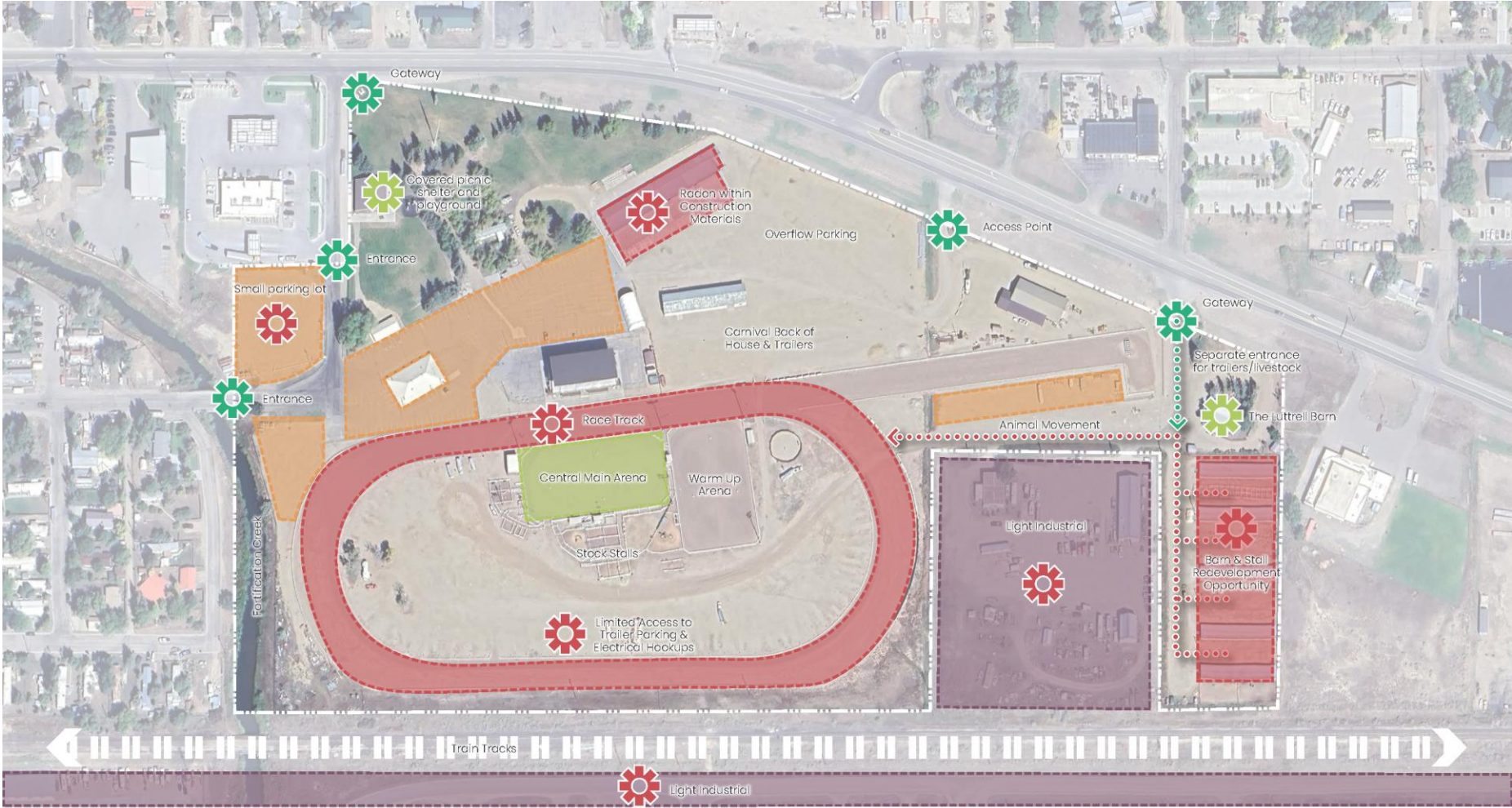


# 2. Existing Conditions – Site Analysis



Site Analysis was completed, reviewed and accepted in March 2024.

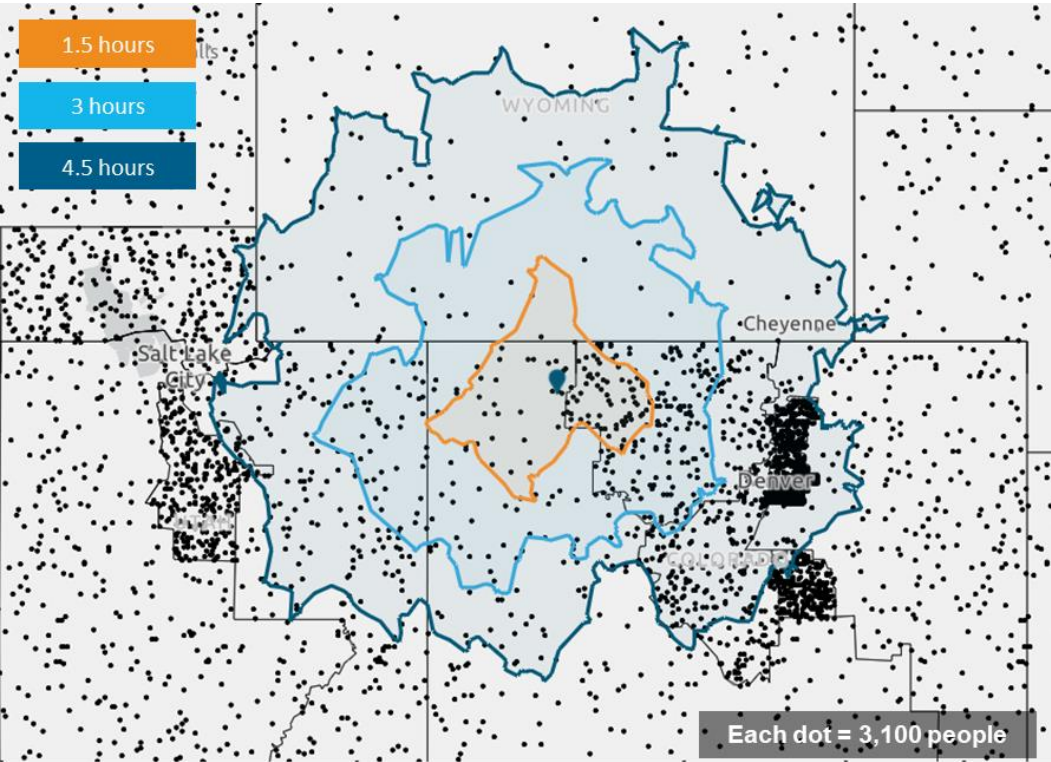
# 2. Existing Conditions – Opportunities/ Constraints




## MOFFAT COUNTY FAIRGROUNDS

# 3. Market Analysis – Demographic Snapshot

- Moffat County has a fairly **small population base**.
- Access to significant population bases within a 1.5- and 3-hour (drive time) radius of the Fairgrounds, with much **greater propensity to spend** on entertainment/recreation.




### 2023 Moffat County Demographic Snapshot




**Population**  
13,164 (2023) / 13,003 (2028)

**2023 1.5-Hour Catchment:** 42,607

**2023 3-Hour Catchment:** 502,987




**Educational Attainment**  
Moffat County: 20.5%  
U.S.: 36.1%  
Bachelor's Degree or Higher



**Median Age**  
Moffat County: 38.1  
U.S.: 39.1

**2023 1.5-Hour Catchment:** 40.5

**2023 3-Hour Catchment:** 38.0




**Entertainment Spend Per Person (Select Categories\*)**  
Moffat County: \$101.23  
Colorado: \$137.34


**2023 1.5-Hour Catchment:** \$174.13

**2023 3-Hour Catchment:** \$173.27


\* Concerts, Entertainment, Museums, Parks, Sports



**Unemployment**  
3.0%  
2023 US: 3.5%



**Age Distribution**  
31% of the population is between 25 and 49 years old



**Top Industries**  
Construction  
Health Care/Social Assistance  
Retail Trade

**Median Household Income**  
\$60,889 (2023) / \$75,196 (2028)

2023 US: \$72,603

**2023 1.5-Hour Catchment:** \$81,240

**2023 3-Hour Catchment:** \$77,788

Source: ESRI BAO, U.S. Bureau of Labor Statistics, Johnson Consulting, MIG, CD Smith, Cumming



### 3. Community Engagement - What We Heard

#### Moffat County...

Has a mission to promote what it already offers – attractions with potential to provide a unique experience

Has significant ecotourism potential

Lacks large year-round multi-purpose/ conference/ expo space - residents have to leave the community to host / attend events

Needs improved hotel inventory to support large events

Lacks good transportation connectivity - potential for a depot if passenger rail comes into Craig

Has a deficit of sports facilities (outdoor fields, indoor courts, swim/ dive facilities)

### 3. Community Engagement - What We Heard

#### Moffat County Fairgrounds...

Should be positioned as an economic driver with community benefit

Lacks large year-round multi-purpose/ expo space

Lacks updated equestrian/ livestock/ rough stock facilities

The Pavilion - the main space used for community events - has functional/ capacity limitations

Parking is a challenge

# 3. Community Engagement - What We Heard

## A new Multi-Use Events & Resiliency Center...

Would provide the ability to have indoor year-round events at the Fairgrounds

Should be presented to the community as a true multi-use facility

Must ensure that ease of resident use is not lost (booking policies and cost)

Could be mutually beneficial to the Fair, by providing a larger and newer space with updated facilities/amenities

Will require updated equestrian/ livestock facilities (proximate stalls)

Will require more storage space and thoughtful parking/ trailer parking

May be limited by transportation (lack of ride-share options, year-round service to Hayden airport)

Could attract new equestrian and sports/entertainment events to the market (skijoring, extreme trail riding, monster truck shows)

Could attract people from Steamboat and other regional areas to Moffat County – most residents work in Steamboat

Could accommodate youth sports – residents currently leave Craig

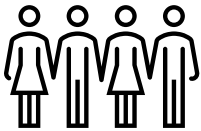
Potential for the arts community to utilize a new facility and expand their current events (such as the Holiday Artisan Market)

# 3. Community Engagement - What We Heard

## Desired Programming and Demand Layers



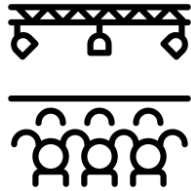
Equestrian Events



Community / Cultural Events



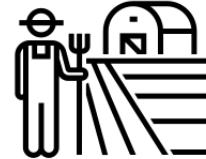
Conference / Expo / Trade Show / Consumer Show Events



Concerts / Entertainment



Ag Events



4H/ FFA Events



Enhanced Fair



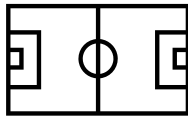
Agritourism



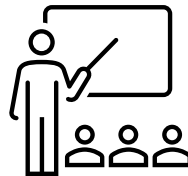
Extreme Trail Riding, Motorcycle Jumping, Skijoring, etc.



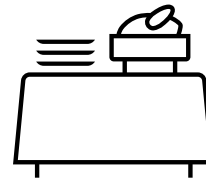
Weddings



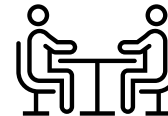
Youth Sports



Education Programming/ Classrooms



Commercial Kitchen/ Catering/ Food Service



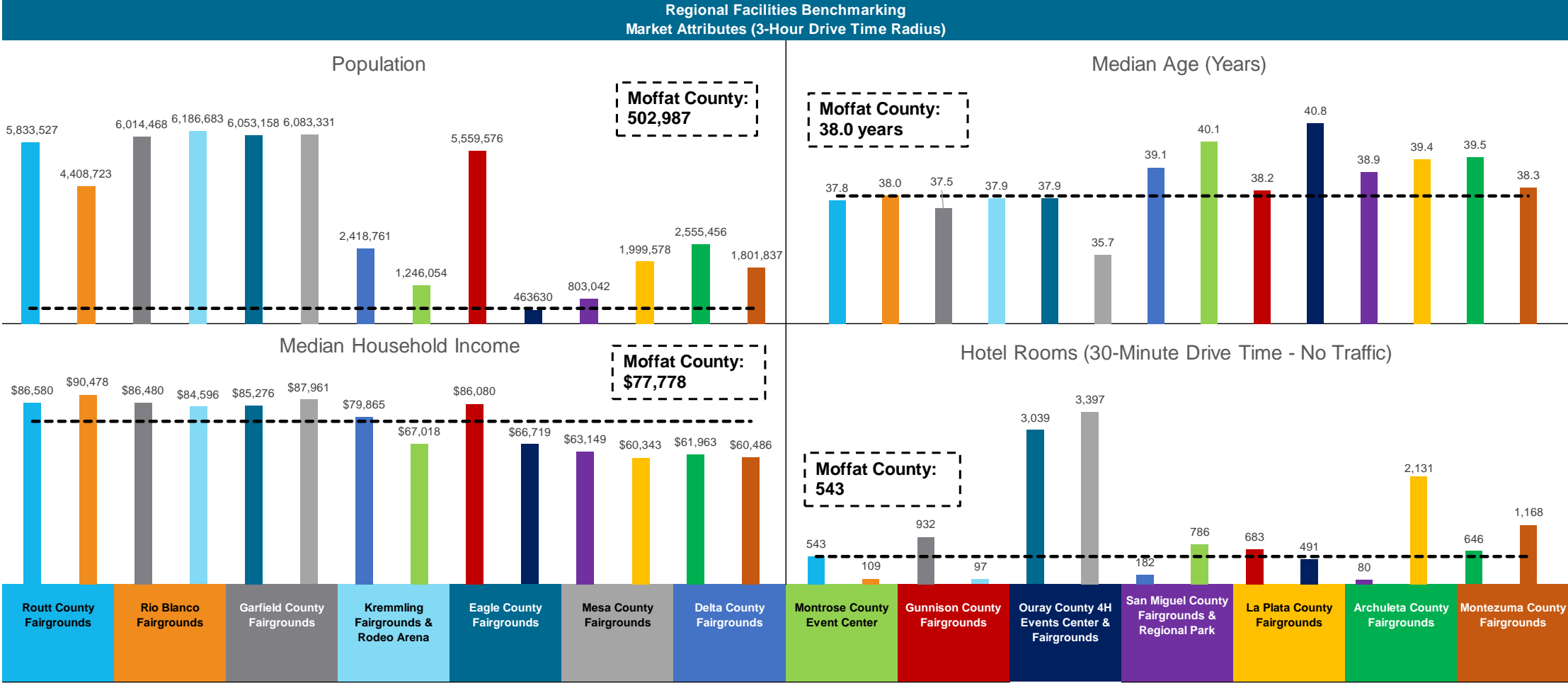
Flex Space



Parking

# 4. Regional Facilities

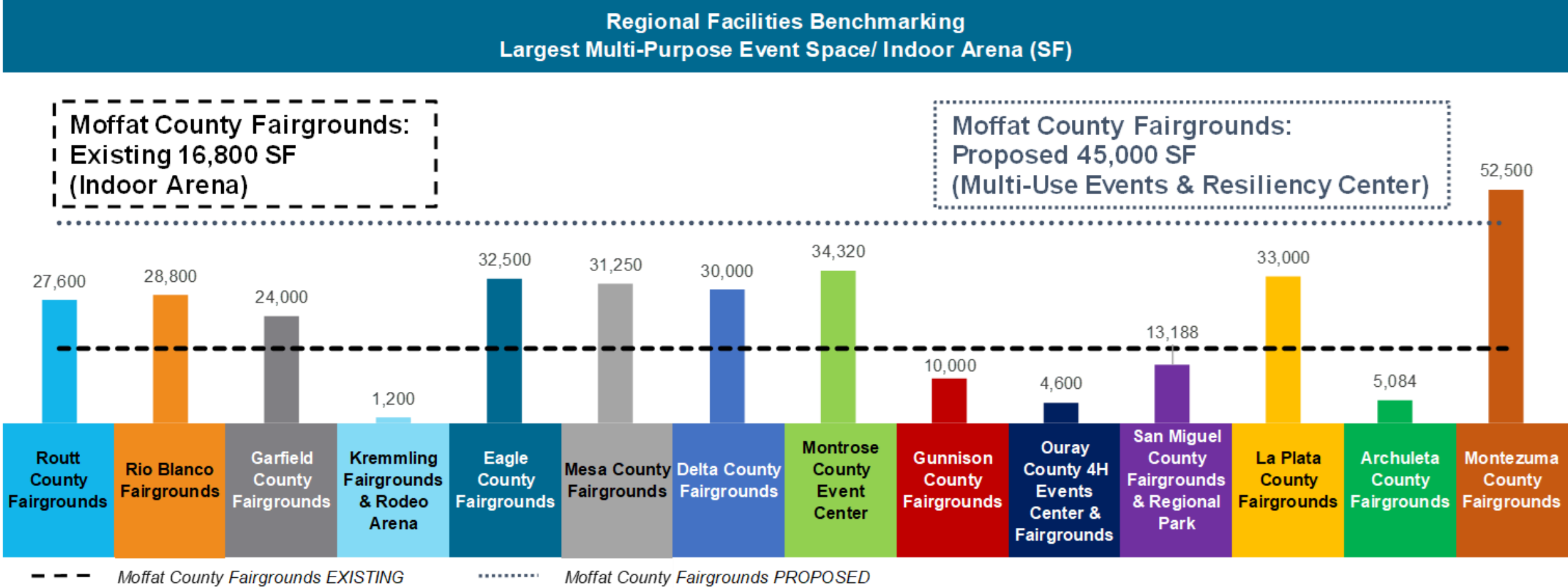
## Benchmarking – Market Attributes



--- Moffat County Fairgrounds  
Source: Esri, CoStar, Johnson Consulting, MIG, CDSmith, Cumming

# 4. Regional Facilities

## Benchmarking – Largest Multi-Purpose Event Space/ Indoor Arena

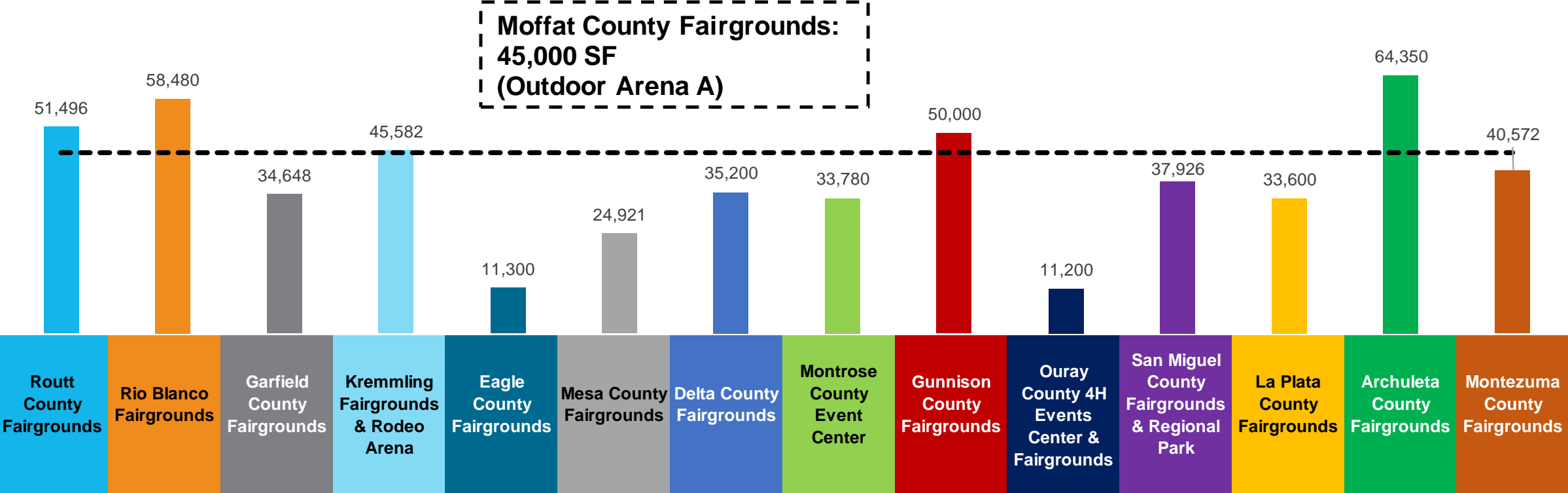


Source: Relevant Facilities, Johnson Consulting, MIG, CDSmith, Cumming

# 4. Regional Facilities

## Benchmarking – Largest Outdoor Arena

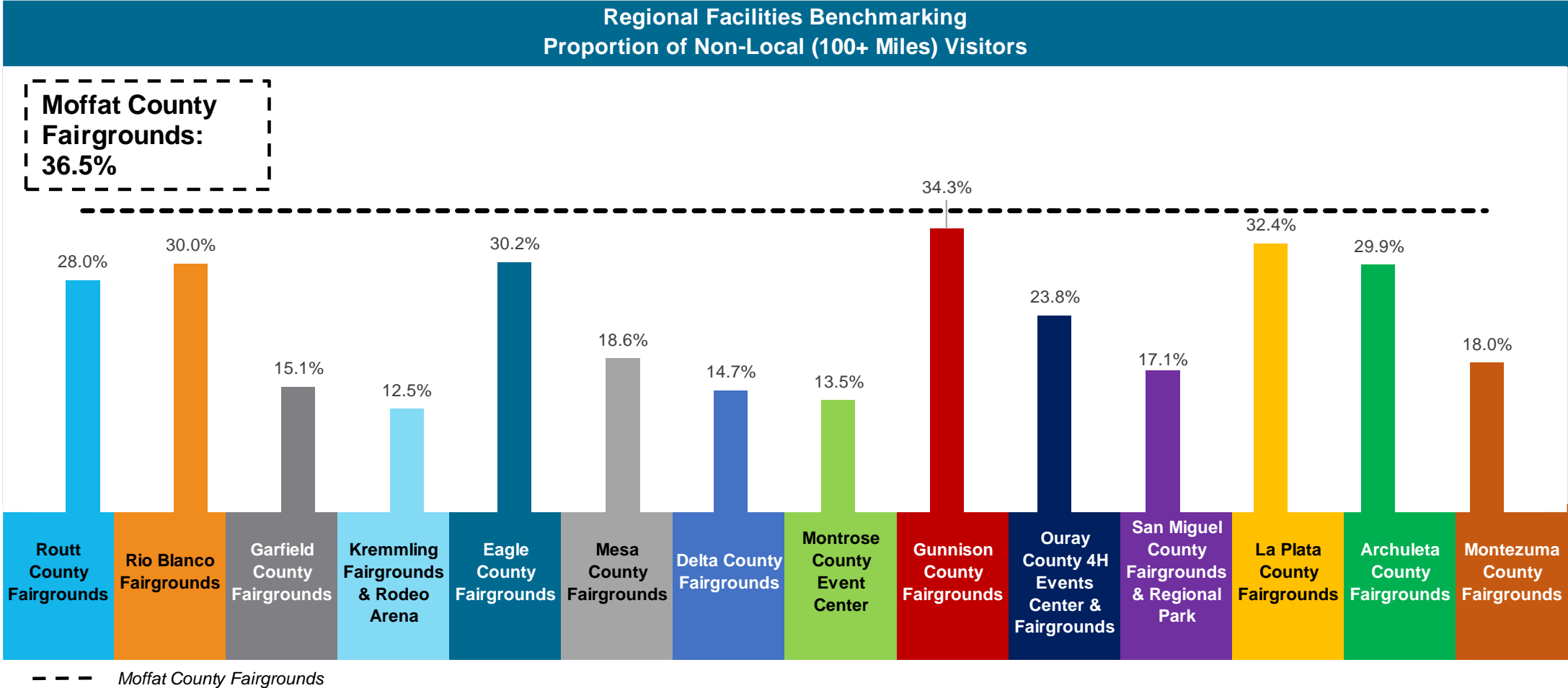
### Regional Facilities Benchmarking Largest Outdoor Arena (SF)



--- Moffat County Fairgrounds  
 Source: Relevant Facilities, Johnson Consulting, MIG, CDSmith, Cumming

# 4. Regional Facilities

## Benchmarking - Visitors



Source: Placer.ai, Johnson Consulting, MIG, CDSmith, Cumming



# 4. Comparable Facilities

Key Characteristics of Comparable Facilities and Markets							
	Moffat County Fairgrounds		Western Park	Montrose County Event Center	Event Center at Archer	Garfield County Fairgrounds & Event Center	Sweetwater Events Complex
	EXISTING	PROPOSED					
Location	Craig, CO		Vernal, UT	Montrose, CO	Cheyenne, WY	Rifle, CO	Rock Springs, WY
<b>Economic and Demographic Characteristics (2023)</b>							
<b>3-Hour Drive Time</b>							
Population	502,987		976,812	445,834	5,260,920	516,450	2,284,839
Median Age (Years)	38.0		31.1	41.0	37.6	39.5	33.2
Median Household Income	\$77,788		\$79,583	\$67,889	\$87,713	\$75,177	\$81,719
Hotel Rooms (30-Minute Drive Time - No Traffic)	543		1,218	786	2,842	932	2,085
<b>Facility Attributes</b>							
<b>Largest Multi-Purpose Event Space/ Indoor Arena (SF)</b>	16,800	<b>45,000</b>	40,000	34,320	52,800	24,000	20,000
Capacity (Persons)	- (up to 1,250)	<b>1,800</b> <b>(up to 4,500)</b>	1,500 Smaller Indoor Arena: 5,000	1,727 (up to 6,000)	1,164 (up to 2,164)	Limited Seating (2,000 standing)	1,500
Flooring Type	Dirt	<b>Concrete</b>	Concrete	Dirt	Concrete	Dirt	Dirt
<b>Largest Outdoor Arena (SF)</b>	45,000		43,000	33,780	51,000	34,638	30,000
Capacity (Persons)	1,800		6,500	1,500	2,000	2,000	5,000
<b>Largest Expo/ Meeting Space (SF)</b>	4,000	<b>11,400</b>	10,000	17,580	21,500	7,500	20,000
Permanent Stalls	120	<b>300</b>	160	196	98	148	983
RV Hookups	~30	<b>~100</b>	30	25	80	42	1,224
Racetrack	✓	<b>Straight Track</b>	✓	X	X	✓	✓
Amphitheater	X	X	✓	X	X	X	X
Commercial Kitchen	✓	✓	✓	✓	✓ (OVG360 Use)	✓	✓
<b>Demand</b>							
Annual Fair	Moffat County Fair (5 days/ 13 days of total use)		Uintah County Fair (4 days)	Montrose County Fair & Rodeo (10 days)	Laramie County Fair (11 days)	Garfield County Fair & Rodeo (9 days)	The Big Show (9 days)
Event Days	434	<b>662</b>	600	260 Indoor Arena: 130	160	Indoor Arena: 327	Indoor Arena: 246 Exhibit Hall: 87 Campus: 1,313 (use days)
Predominant Event Types	Rodeo/ Equestrian; Community; 4H	Rodeo/ Equestrian; Community; 4H; Meetings, Consumer Shows	Equestrian; Sports; Community; Entertainment; Consumer Shows	Rodeo/ Equestrian; 4H	Animal; Community; Consumer Shows; Sports/ Entertainment	Equestrian	Equestrian; 4H; Consumer Shows; Meetings; Social Events
2023 Non-Local* Visitors (%)	35.0%	n/a	28.2%	15.4%	21.3%	13.9%	37.5%

\* Defined as visitors who live 100+ miles away

Source: Relevant Facilities, Esri, Placer.ai, Johnson Consulting, MIG, CD Smith, Cumming

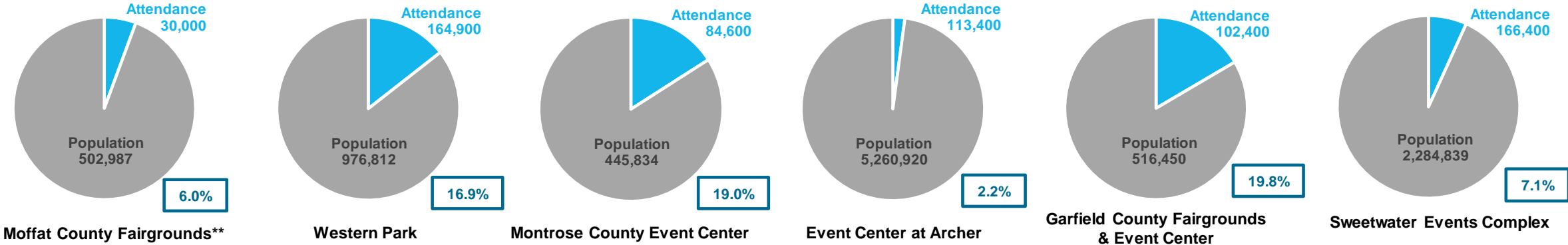
# 4. Regional & Comparable Facilities – Summary of Observations



## LOCATION/ DEMOGRAPHICS

- Predominantly rural locations
- Moffat County Fairgrounds’ 3-hour (drive time) catchment is comparable to Montrose County Fairgrounds and Garfield County Fairgrounds & Event Center.
- Low penetration of 3-hour catchment area – 6.0 percent compared to 18.6 percent across comparable facilities
- Opportunity to achieve greater attendance with right mix of facility offerings and events

Penetration Rate\* of Population Base (within 3-Hour Drive Time Catchment) - Moffat County Fairgrounds vs. Comparable Facilities (2023)



**AVERAGE PENETRATION RATE\*\*\* (ATTENDANCE PER POPULATON) = 18.6%**

\*Penetration rate calculated by dividing attendance (visits sourced from Placer.ai) by total population within catchment area (sourced from ESRI)

\*\*Reflects estimate for Moffat County Fairgrounds (sourced from Placer.ai)

\*\*\*Average penetration rate excludes Event Center at Archer and Sweetwater Events Complex which are outliers in terms of total population base

Source: Placer.ai, ESRI, Johnson Consulting, CD Smith, MIG, Cumming

# 4. Regional & Comparable Facilities – Summary of Observations



## OWNERSHIP/ MANAGEMENT

- All County-owned/ operated
- Moffat County Fairgrounds has smallest staff – average 8



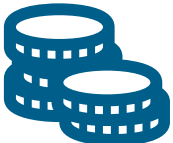
## FACILITIES

- All have 1+ Indoor Arena, supplemented by Outdoor Arena(s)
- Many have dedicated multi-purpose (non-dirt) space of varying scale
- Moffat County Fairgrounds has 2<sup>nd</sup> largest Outdoor Arena but by far the smallest indoor space
- Combination of these facilities correlates with higher utilization



## DEMAND

- Moffat County Fairgrounds reports relatively high number of use days
- Attracts 2<sup>nd</sup> highest proportion of non-local visitors (100+ miles) – 36.5 percent
- Reflects regional drawer – high-impact events currently include GOWD, State competitions (Colorado High School and Middle School Rodeo Finals) and the National Omoksee Championship - established reputation as a high-quality rodeo and equestrian facility, and lack of facilities in local market



## REVENUES & EXPENSES

- All operate at a deficit except Western Park
- Moffat County Fairgrounds has lowest deficit but also lowest revenues – opportunity for growth
- Operating deficits are not uncommon – value in economic impact and community benefit

# 4. Regional & Comparable Facilities – Summary of Observations



## RENTAL RATES

- \$1,000 per day = upper threshold for individual facility
- All offer varied rates for private/ commercial and non-profit/ government
- Moffat County Fairgrounds is the only facility that offers discounted rates for County residents – merit in serving local community and maximizing utilization vs. added complexity in terms of pricing communication



## FUNDING

- Funding support for Moffat County Fairgrounds limited to capital projects
- All facilities receive General Fund support for capital projects and ongoing operations
- Western Park has dedicated sales tax support
- Sweetwater Events Complex has dedicated property tax support

- The most successful facilities are those that are **thoughtfully designed**, with a target market in mind, while also being able to adapt to **respond to changing demographics and market dynamics**.
- Moffat County Fairgrounds **benefits from proximity to WY and UT borders**; Regional facilities do not offer indoor space of the scale nor quality contemplated for the Multi-Use Events & Resiliency Center.
- Supplementing equestrian-focused/ ag and animal facilities with multi-purpose space has enabled many comparable facilities to expand their **demand calendars** and generate **additional revenues**. Notwithstanding this, operating deficits are not uncommon.
- Key is to **establish ongoing and reliable funding sources** and define resources to attract sponsorships, donations and other forms of support.

# 5. Strategic Recommendations

## TOP OPPORTUNITIES TO IMPROVE MOFFAT COUNTY FAIRGROUNDS:

- Develop a **Multi-Use Events & Resiliency Center** that can provide greater event flexibility and opportunities for year-round activities - 45,000 SF (300' x 150') concrete arena floor, with seating for 1,800 spectators, supplemented by ~15,000 SF of **dedicated conference/meeting space**.
- Design the Multi-Use Events & Resiliency Center to **LEED Certified Gold** standards, incorporating **geothermal and solar energy**.
- Develop an **indoor warm-up arena and stall barn** (~200 stall capacity) attached to the Multi-Use Events & Resiliency Center.
- Create a more **campus-like environment** through improved public spaces and landscaping; Redesign the primary site entrances to create **strong community gateways**; and Create a cohesive and navigable **wayfinding** system.
- **Decommission the racetrack** and reconfigure to create a straight track (60' x 390') in front of the Grandstand; and Improve and enhance the Grandstand.
- Upgrade, improve and provide additional **RV campsites**; **Address parking issues**; and Provide additional storage on the site.
- Re-skin the existing Indoor Arena and remove the existing Pavilion.
- Expand staffing to include **dedicated marketing, sales and booking, and/ or sponsorship procurement functions**. This will be particularly important in the initial years prior to opening of the new Multi-Use Events & Resiliency Center.































# 5. Strategic Recommendations

## Summary of Recommendations

Each of the opportunities identified above, including facility-specific uses and campus improvements, **responds to the Fairgrounds’ mission, market demand or community needs**, or a combination of these factors.

The intent is to **create cohesive uses and dedicated facility offerings** that appeal to specific user groups, while **working synergistically** with other uses to create a critical mass of facility offerings to support current users, attract new users, and ensure year-round utilization of the Fairgrounds campus.

The recommended facility and site strategies will also serve to support the annual Fair and GOWD and encourage them to grow and draw visitors from a broader catchment.

	Mission-Driven	Community-Driven	Market-Driven
New Multi-Use Events & Resiliency Center			
Re-Skin Indoor Arena			
Remove Pavilion			
Additional Stalls & Warm-Up/ Practice Arenas			
Grandstand Improvements			
Decommission Racetrack (Maintain Short Track)			
Additional RV Spaces			
Address Parking Issues			
Cohesive Thematics			
Strong Community Gateways			
Enhanced Wayfinding			
Enhanced Campus Environment			
Acquire Industrial Property			
Marketing & Sponsorship Procurement Functions			

# 5. Strategic Recommendations - Site Concept



### Legend

- Buildings
- Landscaping
- Gravel
- Plaza
- Parking and Roads
- Concrete
- Arena Addition



# 5. Strategic Recommendations - Phasing



## Phase 1 Plan

### Legend

- Buildings
- Landscaping
- Gravel
- Plaza
- Parking and Roads
- Concrete
- Arena Addition



# 5. Strategic Recommendations - Phasing



## Phase 2 Plan

### Legend

- Buildings
- Landscaping
- Gravel
- Plaza
- Parking and Roads
- Concrete
- Arena Addition



# 5. Strategic Recommendations - Phasing



## Phase 3 Plan

### Legend

- Buildings
- Landscaping
- Gravel
- Plaza
- Parking and Roads
- Concrete
- Arena Addition



# 5. Strategic Recommendations - Conceptual Aerial Renderings

BEFORE



# 5. Strategic Recommendations - Conceptual Aerial Renderings

AFTER



# 5. Strategic Recommendations - Conceptual Perspective Renderings

BEFORE  
GATEWAY



# 5. Strategic Recommendations - Conceptual Perspective Renderings

AFTER  
GATEWAY



# 5. Strategic Recommendations - Conceptual Perspective Renderings

BEFORE  
PLAZA



# 5. Strategic Recommendations - Conceptual Perspective Renderings

AFTER  
PLAZA

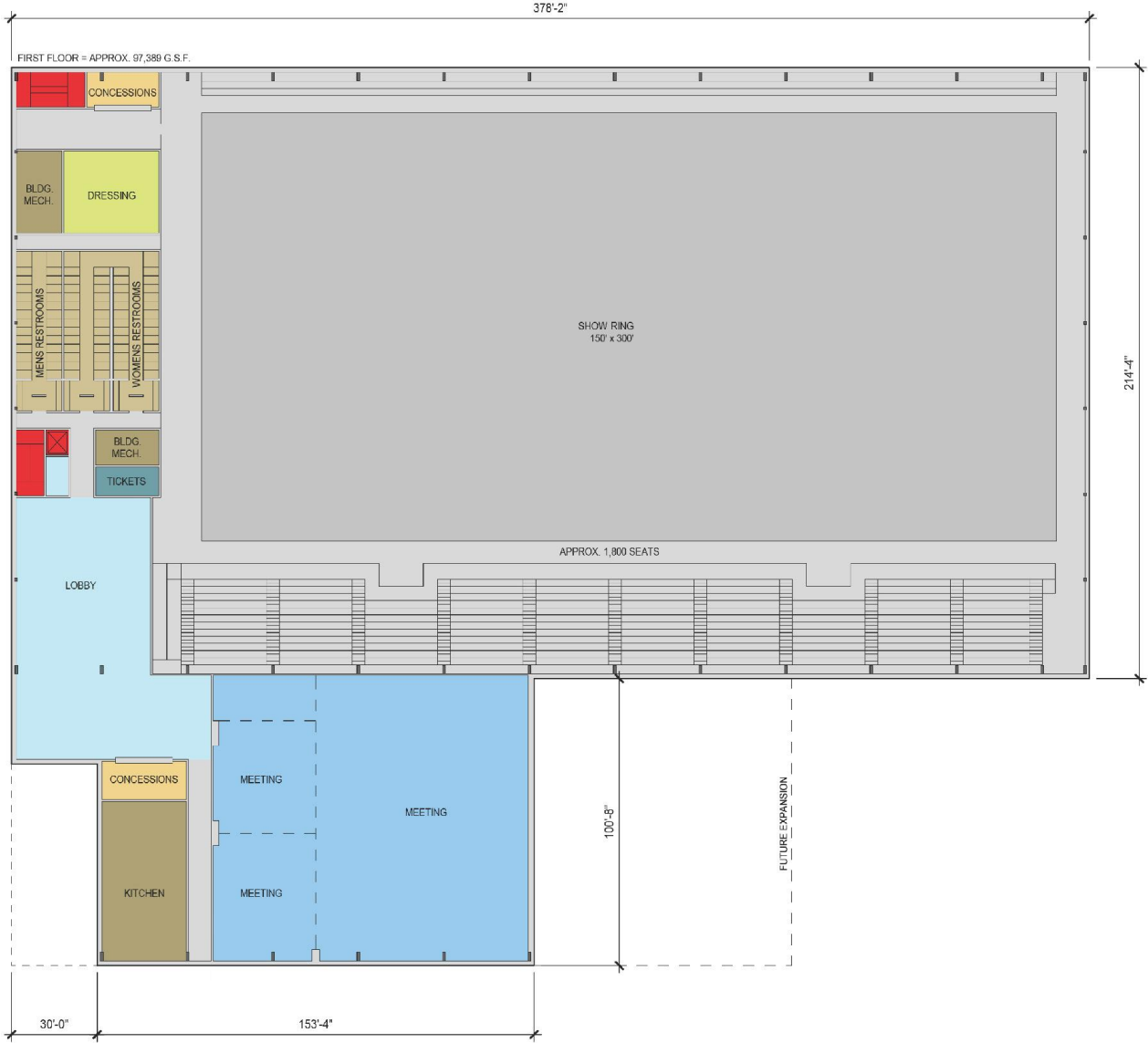




# 5. Strategic Recommendations - Building Layout

## MULTI-USE EVENTS & RESILIENCY CENTER PLAN FIRST FLOOR

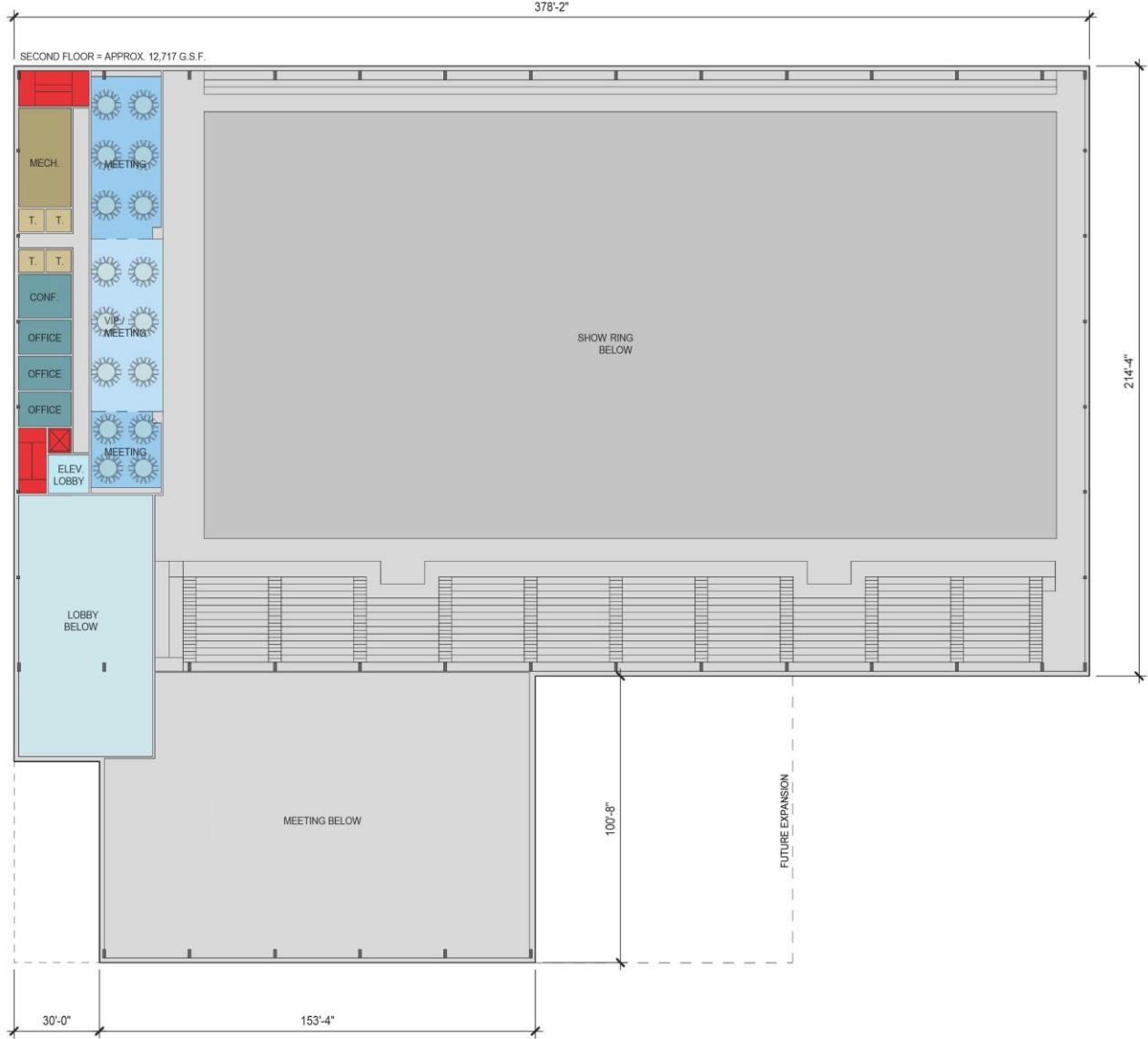
Merced County Fairgrounds and Arena | Concepts | 08/07/2024



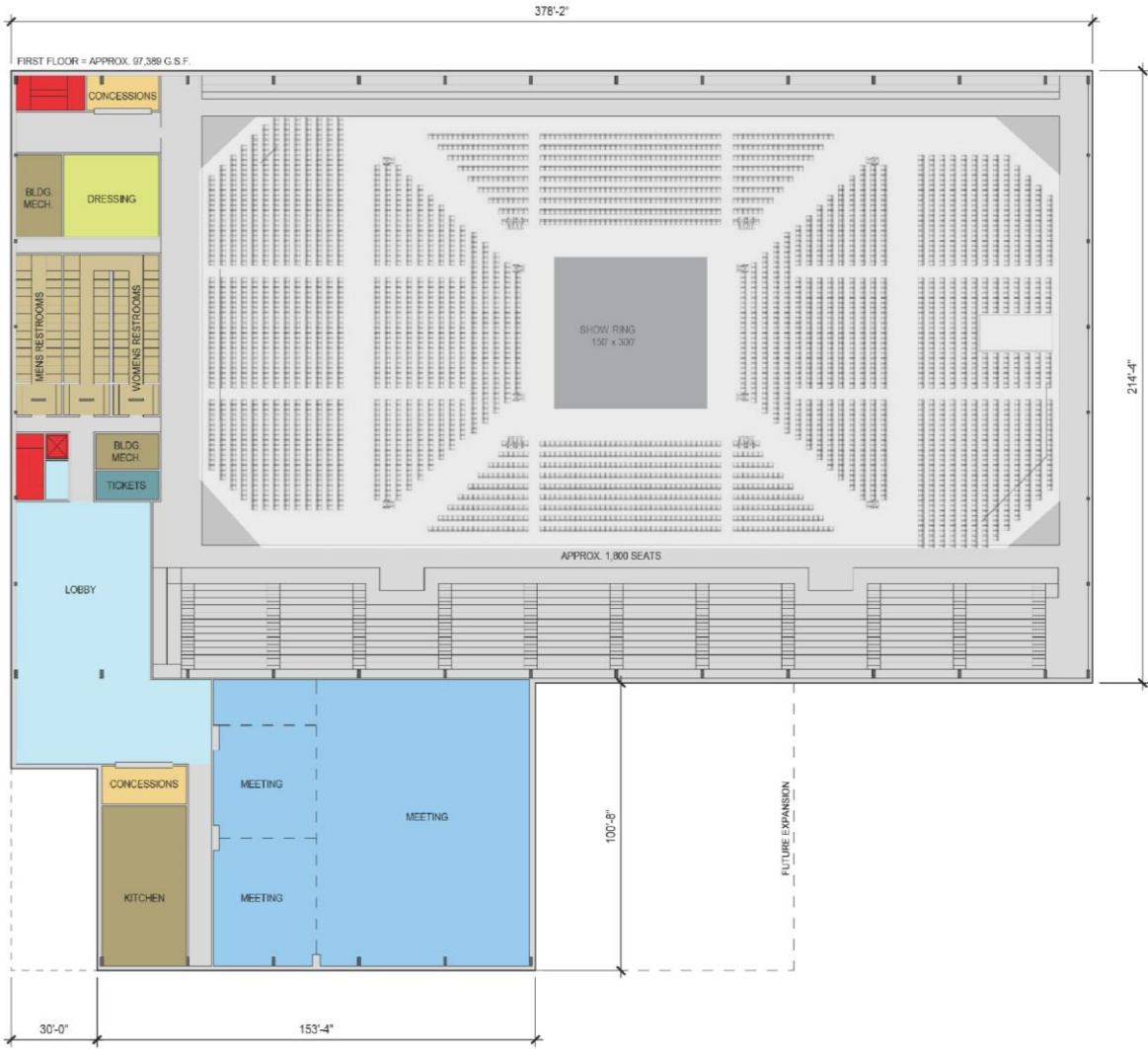
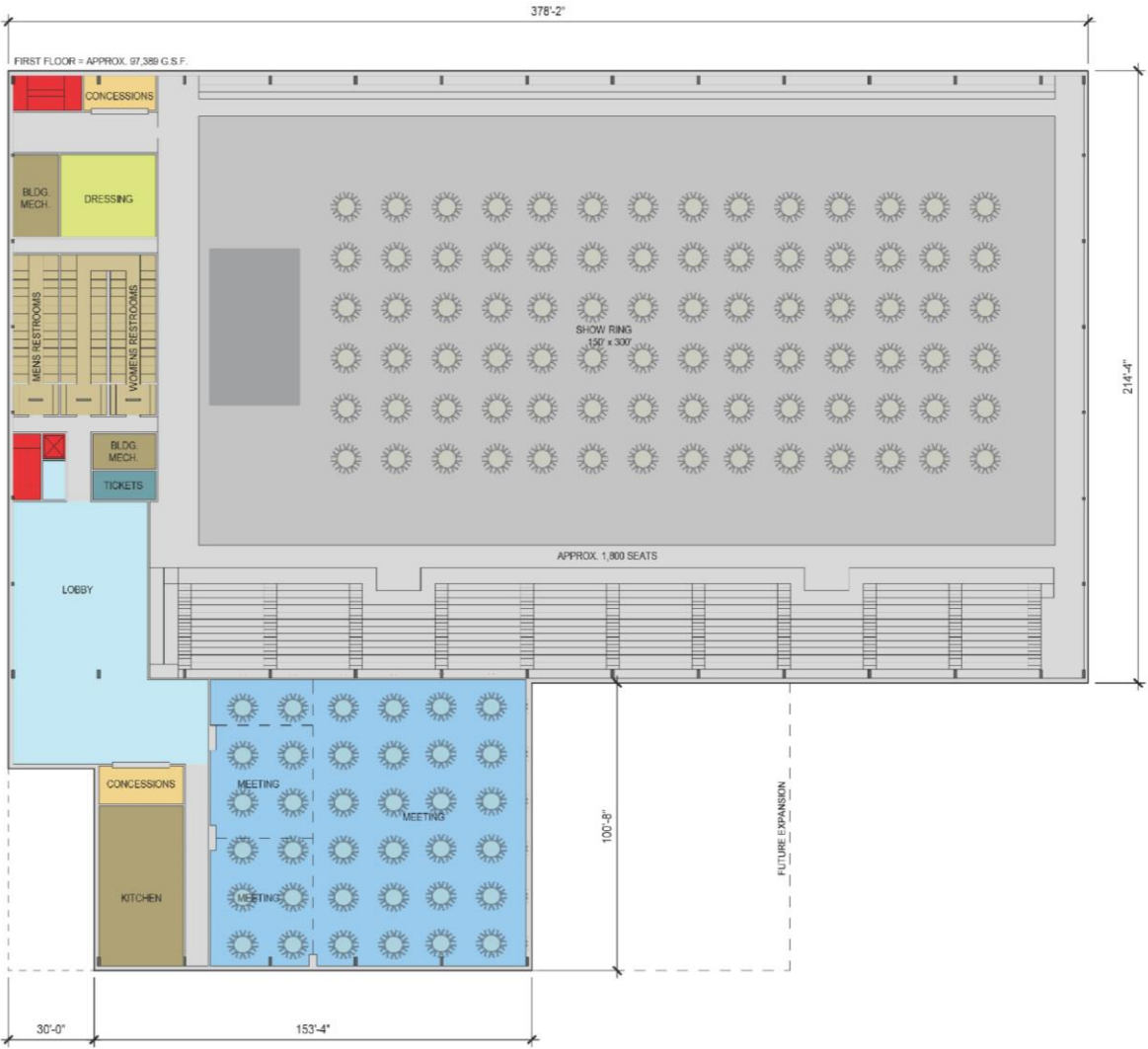
# 5. Strategic Recommendations - Building Layout

## MULTI-USE EVENTS & RESILIENCY CENTER PLAN MEZZANINE FLOOR

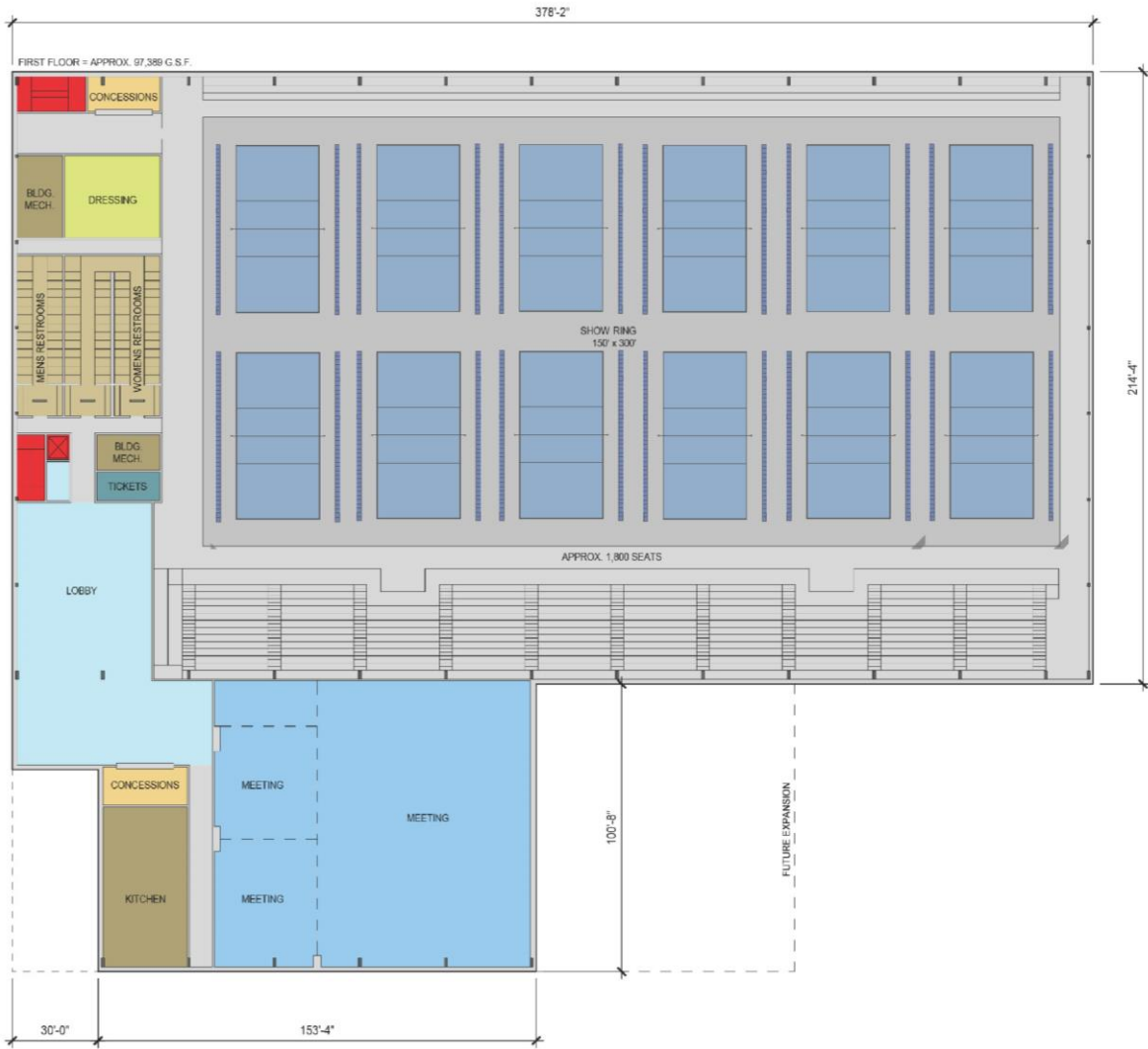
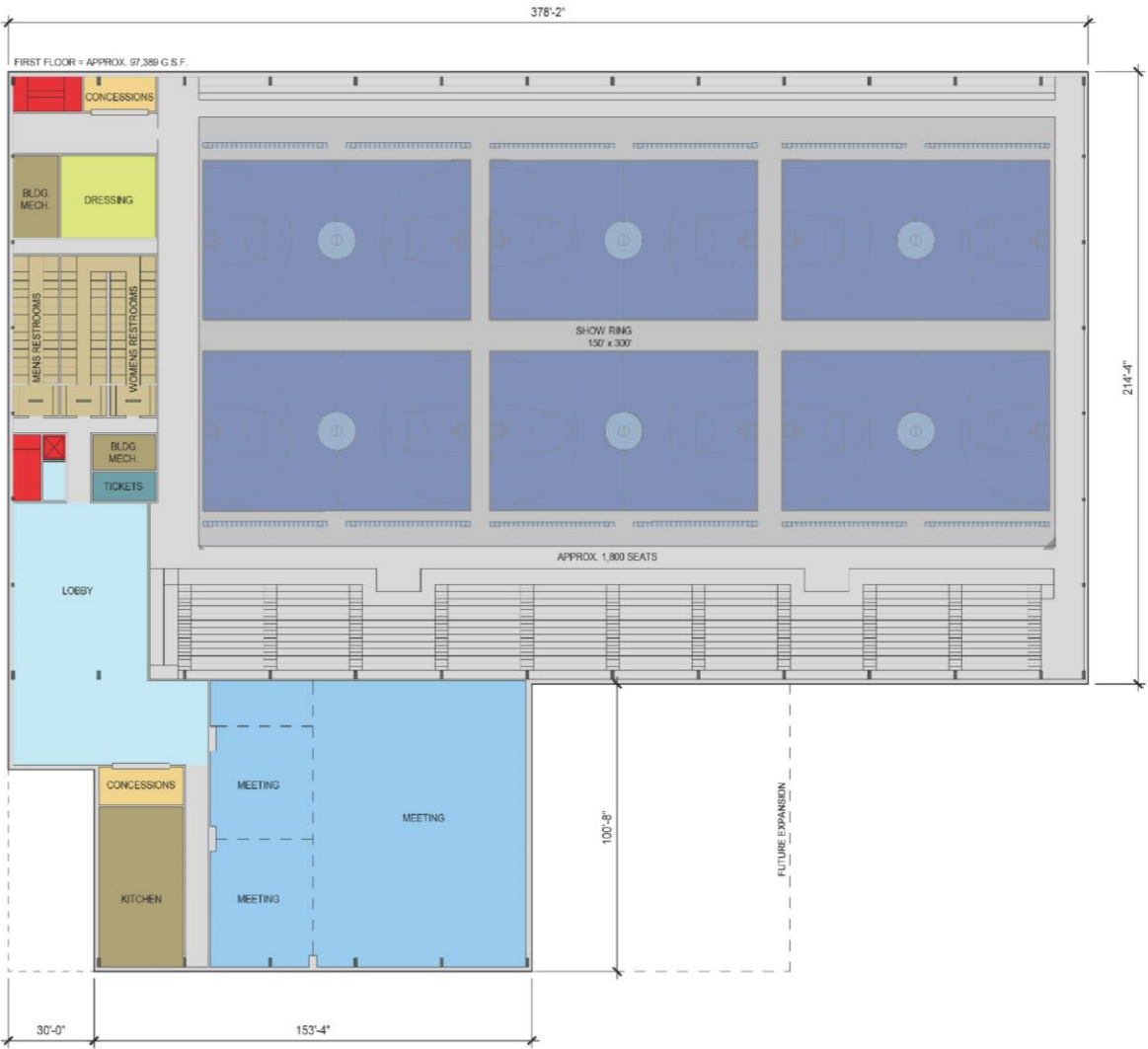
Metrol County Fairgrounds and Arena | Concepts | 08/07/2024



# 5. Strategic Recommendations - Example Event Layouts



# 5. Strategic Recommendations - Example Event Layouts



# 5. Strategic Recommendations - Conceptual Building Renderings

RENDERING AT ENTRY  
MULTI-USE EVENTS &  
RESILIENCY CENTER



# 5. Strategic Recommendations - Conceptual Building Renderings

RENDERING AT ENTRY  
MULTI-USE EVENTS &  
RESILIENCY CENTER



# 5. Strategic Recommendations - Conceptual Building Renderings

RENDERING  
AT PLAZA/ CARNIVAL/  
FLEX SPACE



# 5. Strategic Recommendations - Conceptual Building Renderings

RENDERING AT ENTRY



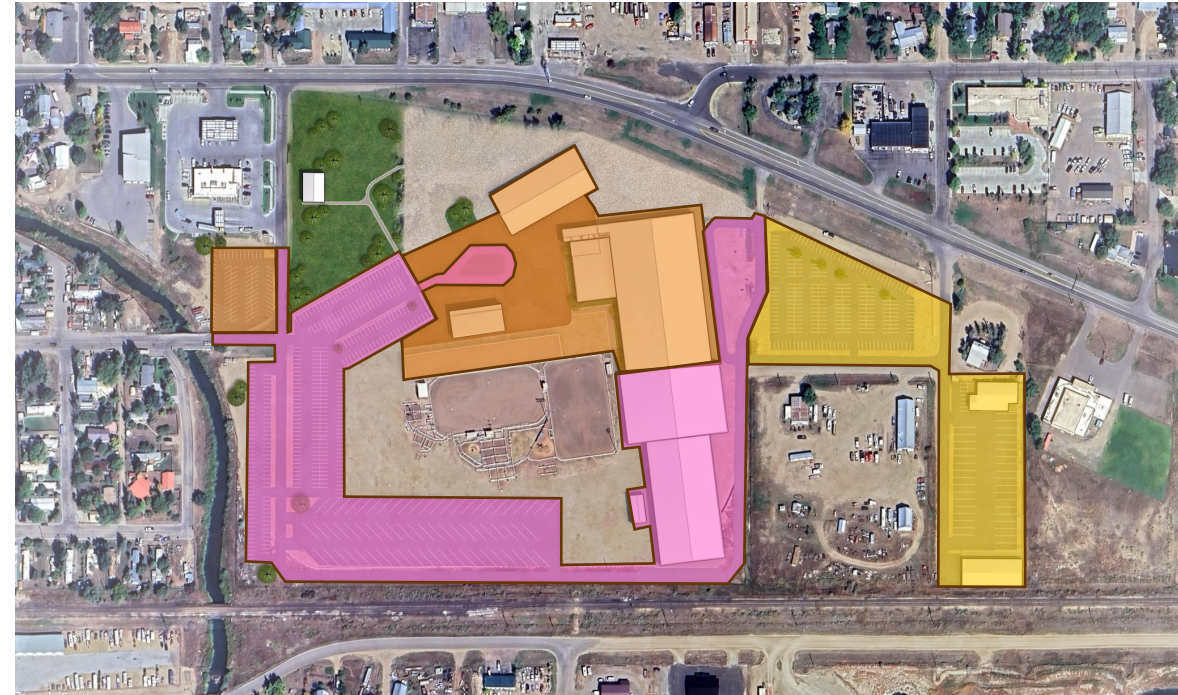


# 6. Key Performance Metrics - Probable Cost Estimates

Moffat County Fairgrounds Master Plan Estimate of Probable Costs					
	\$/SF	Phase 1	Phase 2	Phase 3	TOTAL
<b>PROGRAM ELEMENTS</b>					
- New Construction/ Renovation		Multi-Use Events & Resiliency Center; Indoor Arena; Plaza/ Flex Space; Small Animal Barn (Relocation)	Warm-Up Arena; Stall Barn; Holding Pens; Parking	Grandstand; Fair Office (Relocation); Storage; Parking	
- Demolition		Hog Barn; Racetrack	Pavilion	Existing Stall Barns	
<b>PROBABLE COSTS</b>					
Demolition & Site Prep	\$11	\$456,626	\$1,959,038	\$500,848	\$2,916,512
New Buildings & Structures	\$150	\$27,820,939	\$11,406,735	\$422,945	\$39,650,618
Hard Scapes	\$25	\$1,713,336	\$3,403,975	\$1,587,353	\$6,704,664
Soft Landscaping	\$4	\$962,342	\$125,667	\$0	\$1,088,009
Site Fixtures, Fittings & Furnishings	\$6	\$1,255,828	\$320,728	\$0	\$1,576,556
Site Lighting	\$4	\$537,500	\$322,500	\$215,000	\$1,075,000
Utilities	\$28	\$3,262,120	\$3,647,720	\$343,360	\$7,253,200
<b>Subtotal</b>	<b>\$229</b>	<b>\$3,262,120</b>	<b>\$3,647,720</b>	<b>\$343,360</b>	<b>\$7,253,200</b>
General Conditions & Requirements	\$13	\$2,070,500	\$1,218,216	\$176,497	\$3,465,212
Phasing Premium	\$3	\$457,000	\$268,900	\$39,000	\$764,900
Insurance	\$6	\$963,400	\$566,800	\$82,100	\$1,612,300
Contractor's Fee	\$13	\$1,975,000	\$1,162,000	\$168,400	\$3,305,400
Design Contingency	\$53	\$8,294,900	\$4,880,500	\$707,100	\$13,882,500
<b>Total Estimated Construction Cost (2024 \$)</b>	<b>\$316</b>	<b>\$49,769,490</b>	<b>\$29,282,779</b>	<b>\$4,242,603</b>	<b>\$83,294,871</b>
<b>Escalation to MOC</b>		\$1,482,260	\$2,043,426	\$465,764	\$2,480,730
<b>Total Estimated Construction Cost (Escalated)</b>		<b>\$51,251,750</b>	<b>\$31,326,204</b>	<b>\$4,708,367</b>	<b>\$85,775,601</b>
<b>FF&amp;E Allowance</b>		\$3,310,000	\$500,000	\$200,000	\$4,010,000

Key Assumptions & Exclusions: Design, bid, build; Phased construction excluded; Flat site assumed; Excavated materials to be spread on site; All buildings are pre-engineered systems; Project soft costs excluded; Hazardous materials excluded; Utility installation assumed; Future use areas excluded; Fairgrounds manager shop & Luttrell barn

Source: Johnson Consulting, MIG, CD Smith, Cumming



Phase 1 (Year 1) Phase 2 (Year 3) Phase 3 (Year 5)

# 6. Key Performance Metrics - Demand Projections

## Projected Use Days

Moffat County Fairgrounds - Craig, CO Projected Incremental Use Days										
	PHASE 1		PHASE 2		PHASE 3					
First Full Year of Operation	Year 1		Year 3		Year 5					
<b>PROGRAM ELEMENTS</b>	Multi-Use Events & Resiliency Center;		Warm-Up Arena; Stall Barn; Holding Pens; Parking		Grandstand; Fair Office (Relocation); Storage; Parking					
- New Construction/ Renovation	Indoor Arena; Plaza/ Flex Space;									
	Small Animal Barn (Relocation)									
- Demolition	Hog Barn; Racetrack		Pavilion		Existing Stall Barns					
ROM COST ESTIMATE (\$M)*	\$51.3		\$31.3		\$4.7					
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
<b>Exhibit Events</b>										
Conventions/ Trade Shows	12	12	16	20	24	24	24	24	24	24
Consumer Shows/ Specialty Shows	15	15	20	25	30	30	30	30	30	30
<b>Subtotal Exhibit Events</b>	<b>27</b>	<b>27</b>	<b>36</b>	<b>45</b>	<b>54</b>	<b>54</b>	<b>54</b>	<b>54</b>	<b>54</b>	<b>54</b>
<b>Ag-Related Events</b>										
Fair	13	13	13	13	13	13	13	13	13	13
GOWD	6	6	6	6	6	6	6	6	6	6
Animal Shows/ Auctions	6	7	10	11	14	14	16	16	16	16
Rodeo/ Equestrian Events	28	28	35	35	41	41	45	45	45	45
4-H & FFA Events	5	5	10	10	14	14	14	14	14	14
Farmers / Flea/ Vintage Market	2	2	4	4	6	6	6	6	6	6
<b>Subtotal Ag-Related Events</b>	<b>60</b>	<b>61</b>	<b>78</b>	<b>79</b>	<b>94</b>	<b>94</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>
<b>Community and Social Events</b>										
Meetings	100	120	120	150	150	150	150	150	150	150
Banquets	12	12	18	18	24	24	24	24	24	24
Entertainment/ Concerts/ Festivals/ Sports	9	9	12	15	19	19	19	19	19	19
Community and Other Events	16	16	19	19	23	23	23	23	23	23
<b>Subtotal Community and Social Events</b>	<b>137</b>	<b>157</b>	<b>169</b>	<b>202</b>	<b>216</b>	<b>216</b>	<b>216</b>	<b>216</b>	<b>216</b>	<b>216</b>
<b>Total (Excluding Fair &amp; GOWD)</b>	<b>205</b>	<b>226</b>	<b>264</b>	<b>307</b>	<b>345</b>	<b>345</b>	<b>351</b>	<b>351</b>	<b>351</b>	<b>351</b>
Less Transferred Use Days*	86	86	164	164	164	164	164	164	164	164
<b>Total Incremental Use Days (Excluding Fair &amp; GOWD)</b>	<b>119</b>	<b>140</b>	<b>100</b>	<b>143</b>	<b>181</b>	<b>181</b>	<b>187</b>	<b>187</b>	<b>187</b>	<b>187</b>
Baseline Use Days (2023)	434	434	434	434	434	434	434	434	434	434
<b>Total Use Days (Including Fair &amp; GOWD)</b>	<b>553</b>	<b>574</b>	<b>534</b>	<b>577</b>	<b>615</b>	<b>615</b>	<b>621</b>	<b>621</b>	<b>621</b>	<b>621</b>

\*Assumes 50% of event days at the Pavilion and 100% of event days at Indoor Arena will transfer to new Multi-Use Events Center in Years 1 & 2; and almost all event days at the Pavilion will transfer to the new Multi-Use Events Center upon demolition of the Pavilion.

\*\*Construction Cost inclusive of contingency and escalation

Source: Johnson Consulting, MIG, CD Smith, Cumming

- Following completion of all Master Plan improvements (Year 5), total use days are projected to stabilize at **615 use days** (including baseline use days and the annual Fair and GOWD).
- Projections assume a mix of single- and multi-day events, and are consistent with comparable facilities.

# 6. Key Performance Metrics - Demand Projections

## Projected Attendance

Moffat County Fairgrounds - Craig, CO Projected Attendance										
	PHASE 1		PHASE 2		PHASE 3					
First Full Year of Operation	Year 1		Year 3		Year 5					
<b>PROGRAM ELEMENTS</b>	Multi-Use									
- New Construction/ Renovation	Events & Resiliency Center;		Warm-Up Arena;		Grandstand; Fair Office (Relocation);					
	Indoor Arena; Plaza/ Flex Space;		Stall Barn; Holding Pens; Parking		Storage; Parking					
	Small Animal Barn									
- Demolition	Hog Barn; Racetrack		Pavilion		Existing Stall Barns					
<b>ROM COST ESTIMATE (\$M)**</b>	\$51.3		\$31.3		\$4.7					
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
<b>Exhibit Events</b>										
Conventions/ Trade Shows	4,050	4,050	5,700	7,020	8,380	8,520	8,660	8,800	8,940	9,080
Consumer Shows/ Specialty Shows	5,300	5,300	6,900	8,950	11,080	11,320	11,560	11,800	12,040	12,280
<b>Subtotal Exhibit Events</b>	<b>9,350</b>	<b>9,350</b>	<b>12,600</b>	<b>15,970</b>	<b>19,460</b>	<b>19,840</b>	<b>20,220</b>	<b>20,600</b>	<b>20,980</b>	<b>21,360</b>
<b>Ag-Related Events</b>										
Fair	5,100	5,200	5,300	5,410	5,550	5,690	5,830	5,980	6,130	6,280
GOWD	9,690	9,880	10,080	10,280	10,540	10,800	11,070	11,350	11,630	11,920
Animal Shows/ Auctions	2,400	2,870	4,200	4,730	6,160	6,300	7,360	7,520	7,680	7,840
Rodeo/ Equestrian Events	16,800	17,080	21,700	22,050	26,650	27,470	31,050	31,950	32,850	33,750
4-H & FFA Events	1,500	1,500	3,000	3,100	4,480	4,620	4,760	4,900	5,040	5,180
Farmers / Flea/ Vintage Market	600	600	1,200	1,240	1,920	1,980	2,040	2,100	2,160	2,220
<b>Subtotal Ag-Related Events</b>	<b>36,090</b>	<b>37,130</b>	<b>45,480</b>	<b>46,810</b>	<b>55,300</b>	<b>56,860</b>	<b>62,110</b>	<b>63,800</b>	<b>65,490</b>	<b>67,190</b>
<b>Community and Social Events</b>										
Meetings	2,000	2,400	2,400	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Banquets	1,800	1,800	2,700	2,700	3,600	3,600	3,600	3,600	3,600	3,600
Entertainment/ Concerts/ Festivals/ Sports	7,400	7,400	9,820	12,340	15,960	16,500	17,040	17,580	18,120	18,660
Community and Other Events	4,800	4,800	5,700	5,890	7,360	7,590	7,820	8,050	8,280	8,510
<b>Subtotal Community and Social Events</b>	<b>16,000</b>	<b>16,400</b>	<b>20,620</b>	<b>23,930</b>	<b>29,920</b>	<b>30,690</b>	<b>31,460</b>	<b>32,230</b>	<b>33,000</b>	<b>33,770</b>
<b>Total</b>	<b>61,440</b>	<b>62,880</b>	<b>78,700</b>	<b>86,710</b>	<b>104,680</b>	<b>107,390</b>	<b>113,790</b>	<b>116,630</b>	<b>119,470</b>	<b>122,320</b>
Less Baseline Attendance at Transferred Events*	3,210	3,210	6,130	6,130	6,130	6,130	6,130	6,130	6,130	6,130
Less Baseline Attendance at Fair & GOWD	14,500	14,500	14,500	14,500	14,500	14,500	14,500	14,500	14,500	14,500
<b>Total Incremental Attendance</b>	<b>43,730</b>	<b>45,170</b>	<b>58,070</b>	<b>66,080</b>	<b>84,050</b>	<b>86,760</b>	<b>93,160</b>	<b>96,000</b>	<b>98,840</b>	<b>101,690</b>
Baseline Attendance (Including Fair & GOWD)	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
<b>Total Attendance (Including Fair &amp; GOWD)</b>	<b>73,730</b>	<b>75,170</b>	<b>88,070</b>	<b>96,080</b>	<b>114,050</b>	<b>116,760</b>	<b>123,160</b>	<b>126,000</b>	<b>128,840</b>	<b>131,690</b>

\*Reflects estimated 2023 attendance at events other than Fair & GOWD of 15,500 persons, equating to an average of 37 persons per use day and 86 transferred use days in Year 1 & 2, and 164 transferred use days in Year 3 onwards.

\*\*Construction Cost inclusive of contingency and escalation

Source: Johnson Consulting, MIG, CD Smith, Cumming

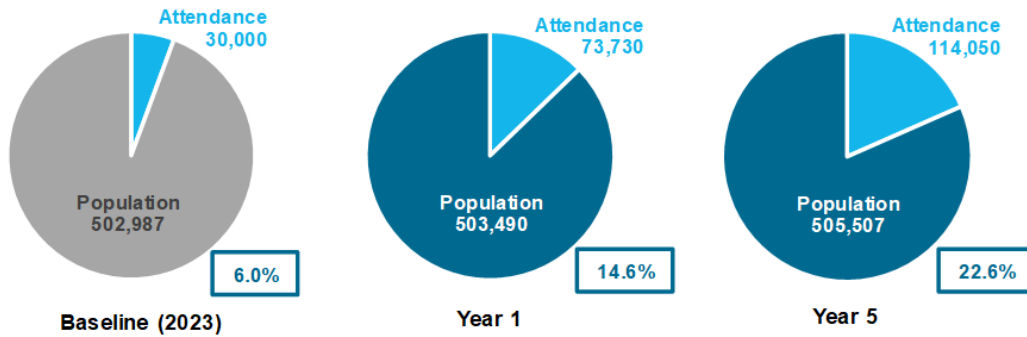
- Total attendance is projected to be **114,050 persons** in Year 5 (upon completion of all Master Plan improvements), including 64,050 incremental attendees.

# 6. Key Performance Metrics - Demand Projections

## Penetration Analysis

- Moffat County Fairgrounds will achieve a **penetration rate of 22.6 percent** in Year 5 – slightly higher than comparable facilities (18.6 percent) reflecting the scale and quality of recommended improvements.

Penetration Rate\* of Population Base\*\* (within 3-Hour Drive Time Catchment)  
Moffat County Fairgrounds (Baseline 2023 vs. Projected Year 1 & Year 5)



**AVERAGE PENETRATION RATE\*\*\* (ATTENDANCE PER POPULATION) = 18.6%**

\*Penetration rate calculated by dividing attendance by total population within catchment area (sourced from ESRI)

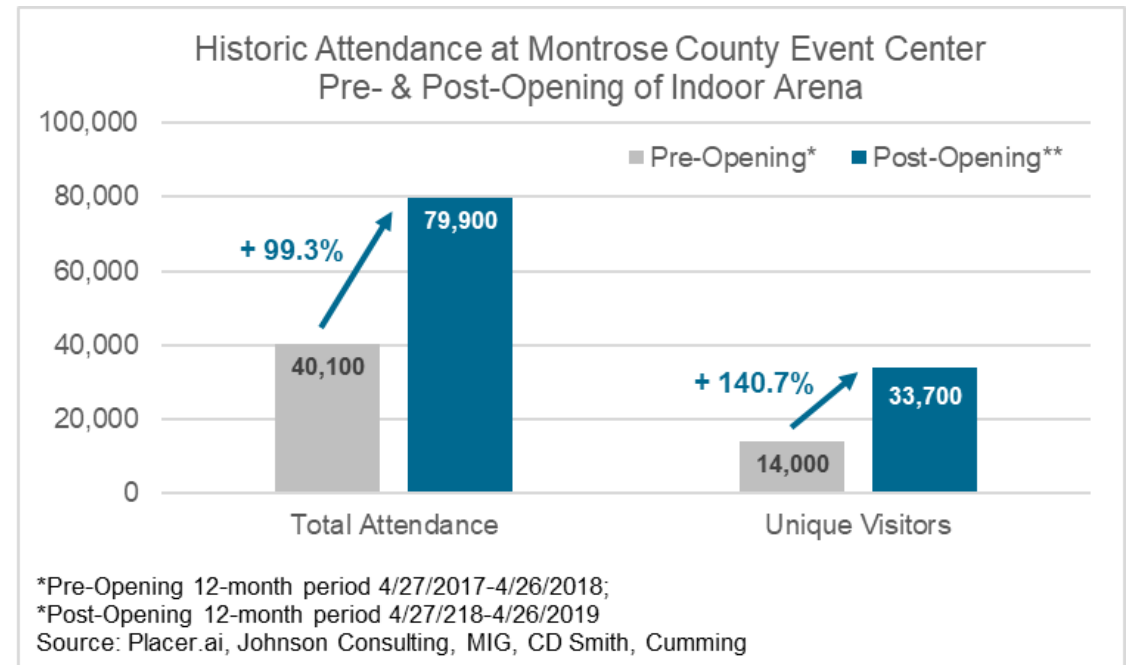
\*\*Population base is assumed to grow at an annual rate of 0.1 percent (based on projections sourced from ESRI)

\*\*\*As previously shown, includes average penetration rates of Western Park, Montrose County Event Center, and Garfield County Fairgrounds & Event Center (2023)

Source: ESRI, Johnson Consulting, CD Smith, MIG, Cumming

## Comparative Analysis

- Year 1 projected attendance at Moffat County Fairgrounds represents an **increase of 145.8 percent over the 2023 baseline estimate** (30,000 visitors).
- Higher rate of increase relative to Montrose County Event Center (post-opening of the Indoor Area) - reflects a **larger venue** at Moffat County Fairgrounds, including **dedicated conference space**, and is considered to be reasonable and achievable.



\*Pre-Opening 12-month period 4/27/2017-4/26/2018;

\*\*Post-Opening 12-month period 4/27/2018-4/26/2019

Source: Placer.ai, Johnson Consulting, MIG, CD Smith, Cumming

# 6. Key Performance Metrics - Financial Projections

Moffat County Fairgrounds Combined Pro Forma Operating Statement of Revenue and Expenses by PHASE (Inflated)						
	PHASE 1	PHASE 2	PHASE 3			
<b>First Full Year of Operation</b>	Year 1	Year 3	Year 5			
<b>PROGRAM ELEMENTS</b>						
- New Construction/ Renovation	Multi-Use Events & Resiliency Center; Indoor Arena; Plaza/ Flex Space; Small Animal Barn (Relocation)	Warm-Up Arena; Stall Barn; Holding Pens; Parking	Grandstand; Fair Office (Relocation); Storage; Parking			
- Demolition	Hog Barn; Racetrack	Pavilion	Existing Stall Barns			
<b>ROM COST ESTIMATE (\$M)**</b>	\$51.3	\$31.3	\$4.7		\$85.8	
	2022 Actual	PHASE 1	PHASE 2	PHASE 3	Incremental	TOTAL* Assumptions
<b>OPERATING REVENUES</b>						
Campground Rental	\$4,528	\$9,195	\$10,350	\$10,605	\$6,077	\$10,605 Reflects new demand at improved campgrounds; Consistent with comparable Fairgrounds
Department Fees	29,335	374,358	535,860	841,004	811,669	841,004 Includes rental fees; Assumes outside organization is contracted to provide catering/concessions (45% of gross sales are retained by the venue)
RV Dump Fees	8,908	18,089	20,362	20,863	11,955	20,863 Adjusted proportional to Campground Rental
Advertising/ Naming Rights	0	45,000	47,741	50,648	50,648	50,648 Assumes \$100,000 in advertising of which 90% is sold and 50% is retained by venue
Reimbursement	0	0	0	0	0	0
<b>Total Operating Revenues</b>	<b>\$42,771</b>	<b>\$446,642</b>	<b>\$614,312</b>	<b>\$923,119</b>	<b>\$880,348</b>	<b>\$923,119</b>
<b>OPERATING EXPENSES</b>						
<b>Personnel</b>						
Full Time Wages	\$96,285	\$189,174	\$200,694	\$212,916	\$116,631	\$212,916 Reflects 2 additional FTE staff (sales/ marketing and 1 x maintenance)
Over Time	1,378	1,419	1,506	1,597	219	1,597 Inflated
Longevity	2,600	2,678	2,841	3,014	414	3,014 Inflated
Leave Paid Out	3,557	3,664	3,887	4,124	567	4,124 Inflated
Contract Labor	33,005	33,995	36,065	38,262	5,257	38,262 Inflated
Fringe Benefits	43,569	85,601	90,814	96,345	52,776	96,345 Adjusted proportional to Full Time Wages
Retirement	6,099	11,983	12,713	13,487	7,388	13,487 Adjusted proportional to Full Time Wages
<b>SubTotal Personnel</b>	<b>\$186,493</b>	<b>\$328,514</b>	<b>\$348,520</b>	<b>\$369,745</b>	<b>\$183,252</b>	<b>\$369,745</b>
<b>Operating</b>						
Utilities Garbage Removal	\$1,978	\$2,973	\$5,339	\$8,463	\$6,485	\$8,463 Reflects incremental event days
Maintenance Contracts	4,472	4,606	4,887	5,184	712	5,184 Inflated
Repairs Building	452	466	494	524	72	524 Inflated
Repairs Equipment/ Maintenance	6,484	6,679	7,085	7,517	1,033	7,517 Inflated
Utilities	53,551	80,492	144,537	229,109	175,558	229,109 Reflects incremental event days
Telephone	1,821	1,876	1,990	2,111	290	2,111 Inflated
Gas & Oil	197	203	215	228	31	228 Inflated
Maintenance Supplies	9,624	9,913	10,516	11,157	1,533	11,157 Inflated
Event Costs (Dirt Floor)	0	177,125	218,530	261,880	261,880	261,880 New line item: Assumes \$6,500 per event to install/ remove dirt
Sales & Marketing	0	70,000	75,382	55,191	55,191	55,191 New line item: Assumes Marketing Firm is engaged in Years 1-3 for \$50,000 per annum.
Miscellaneous	2,075	2,137	2,267	2,405	330	2,405 Inflated
<b>SubTotal Operating</b>	<b>\$80,654</b>	<b>\$356,469</b>	<b>\$471,243</b>	<b>\$583,769</b>	<b>\$503,115</b>	<b>\$583,769</b>
<b>Total Operating Expenses</b>	<b>\$267,147</b>	<b>\$684,983</b>	<b>\$819,763</b>	<b>\$953,514</b>	<b>\$686,367</b>	<b>\$953,514</b>
<b>Net Operating Profit (Loss)</b>	<b>(\$224,376)</b>	<b>(\$238,341)</b>	<b>(\$205,450)</b>	<b>(\$30,394)</b>	<b>\$193,982</b>	<b>(\$30,394)</b>
<b>Capital Expenditures</b>	<b>\$109,971</b>	<b>\$113,270</b>	<b>\$120,168</b>	<b>\$127,487</b>	<b>\$17,516</b>	<b>\$127,487</b> Inflated, in the interest of being conservative
<b>Operating Profit (Loss)</b>	<b>(\$334,347)</b>	<b>(\$351,611)</b>	<b>(\$325,619)</b>	<b>(\$157,881)</b>	<b>\$176,466</b>	<b>(\$157,881)</b>

\*Total upon completion of all Phases

\*\*Construction Cost inclusive of contingency and escalation

Source: Moffat County, Johnson Consulting, MIG, CD Smith, Cumming

- Before accounting for regular capital expenditures, excluding the Master Plan improvement costs, the improved Moffat County Fairgrounds is projected to report a net operating loss of (\$238,341) upon completion of the Phase 1, improving to a deficit of (\$205,450) upon completion of Phase 2, and to a slight deficit of (\$30,394) upon completion of Phase 3.
- This equates to an incremental increase of \$193,982 in net operating profit, over 2022 actuals, by Year 5.

# 6. Key Performance Metrics - Financial Projections

Moffat County Fairgrounds											
Non-Fair Pro Forma Operating Statement of Revenue and Expenses (Inflated)											
	2022 Actual	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
<b>OPERATING REVENUES</b>											
Campground Rental	\$4,528	\$9,195	\$9,451	\$10,350	\$9,805	\$10,605	\$9,622	\$9,638	\$9,655	\$9,672	\$9,690
Department Fees	29,335	\$374,358	\$403,333	\$535,860	\$650,733	\$841,004	\$940,651	\$1,070,905	\$1,207,108	\$1,349,498	\$1,498,327
RV Dump Fees	8,908	18,089	18,593	20,362	19,289	20,863	18,929	18,961	18,994	19,029	19,064
Advertising/ Naming Rights	-	45,000	46,350	47,741	49,173	50,648	52,167	53,732	55,344	57,005	58,715
Reimbursement	-	-	-	-	-	-	-	-	-	-	-
<b>Total Operating Revenues</b>	<b>\$42,771</b>	<b>\$446,642</b>	<b>\$477,727</b>	<b>\$614,312</b>	<b>\$729,000</b>	<b>\$923,119</b>	<b>\$1,021,368</b>	<b>\$1,153,236</b>	<b>\$1,291,101</b>	<b>\$1,435,204</b>	<b>\$1,585,796</b>
<b>OPERATING EXPENSES</b>											
<b>Personnel</b>											
Full Time Wages	\$96,285	\$189,174	\$194,849	\$200,694	\$206,715	\$212,916	\$219,304	\$225,883	\$232,660	\$239,639	\$246,829
Over Time	1,378	1,419	1,462	1,506	1,551	1,597	1,645	1,695	1,746	1,798	1,852
Longevity	2,600	2,678	2,758	2,841	2,926	3,014	3,105	3,198	3,294	3,392	3,494
Leave Paid Out	3,557	3,664	3,774	3,887	4,003	4,124	4,247	4,375	4,506	4,641	4,780
Contract Labor	33,005	33,995	35,015	36,065	37,147	38,262	39,410	40,592	41,810	43,064	44,356
Fringe Benefits	43,569	85,601	88,169	90,814	93,539	96,345	99,235	102,212	105,279	108,437	111,690
Retirement	6,099	11,983	12,342	12,713	13,094	13,487	13,891	14,308	14,737	15,180	15,635
<b>SubTotal Personnel</b>	<b>\$186,493</b>	<b>\$328,514</b>	<b>\$338,369</b>	<b>\$348,520</b>	<b>\$358,976</b>	<b>\$369,745</b>	<b>\$380,837</b>	<b>\$392,263</b>	<b>\$404,030</b>	<b>\$416,151</b>	<b>\$428,636</b>
<b>Operating</b>											
Utilities Garbage Removal	\$1,978	\$2,973	\$4,067	\$5,339	\$6,811	\$8,463	\$10,114	\$11,793	\$13,473	\$15,152	\$16,831
Maintenance Contracts	4,472	4,606	4,744	4,887	5,033	5,184	5,340	5,500	5,665	5,835	6,010
Repairs Building	452	466	480	494	509	524	540	556	573	590	607
Repairs Equipment/ Maintenance	6,484	6,679	6,879	7,085	7,298	7,517	7,742	7,975	8,214	8,460	8,714
Utilities	53,551	80,492	110,111	144,537	184,407	229,109	273,811	319,279	364,746	410,213	455,681
Telephone	1,821	1,876	1,932	1,990	2,050	2,111	2,174	2,240	2,307	2,376	2,447
Gas & Oil	197	203	209	215	222	228	235	242	250	257	265
Maintenance Supplies	9,624	9,913	10,210	10,516	10,832	11,157	11,492	11,836	12,191	12,557	12,934
Event Costs (Dirt Floor)	-	177,125	188,216	218,530	230,993	261,880	268,427	275,137	282,016	289,066	296,293
Sales & Marketing	-	70,000	71,750	75,382	53,845	55,191	56,570	57,985	59,434	60,920	62,443
Miscellaneous	2,075	2,137	2,201	2,267	2,335	2,405	2,478	2,552	2,629	2,707	2,789
<b>SubTotal Operating</b>	<b>\$80,654</b>	<b>\$356,469</b>	<b>\$400,799</b>	<b>\$471,243</b>	<b>\$504,334</b>	<b>\$583,769</b>	<b>\$638,923</b>	<b>\$695,094</b>	<b>\$751,496</b>	<b>\$808,134</b>	<b>\$865,014</b>
<b>Total Personnel &amp; Operating Expenses</b>	<b>\$267,147</b>	<b>\$684,983</b>	<b>\$739,168</b>	<b>\$819,763</b>	<b>\$863,310</b>	<b>\$953,514</b>	<b>\$1,019,760</b>	<b>\$1,087,357</b>	<b>\$1,155,527</b>	<b>\$1,224,285</b>	<b>\$1,293,650</b>
<b>Net Operating Profit (Loss)</b>	<b>(\$224,376)</b>	<b>(\$238,341)</b>	<b>(\$261,441)</b>	<b>(\$205,450)</b>	<b>(\$134,310)</b>	<b>(\$30,394)</b>	<b>\$1,608</b>	<b>\$65,880</b>	<b>\$135,575</b>	<b>\$210,919</b>	<b>\$292,146</b>
<b>Capital</b>											
<b>SubTotal Capital</b>	<b>\$109,971</b>	<b>\$113,270</b>	<b>\$116,668</b>	<b>\$120,168</b>	<b>\$123,773</b>	<b>\$127,487</b>	<b>\$131,311</b>	<b>\$135,250</b>	<b>\$139,308</b>	<b>\$143,487</b>	<b>\$147,792</b>
<b>Total Operating Expenses</b>	<b>\$377,118</b>	<b>\$798,253</b>	<b>\$855,836</b>	<b>\$939,931</b>	<b>\$987,083</b>	<b>\$1,081,000</b>	<b>\$1,151,071</b>	<b>\$1,222,607</b>	<b>\$1,294,835</b>	<b>\$1,367,773</b>	<b>\$1,441,442</b>
<b>Operating Profit (Loss)</b>	<b>(\$334,347)</b>	<b>(\$351,611)</b>	<b>(\$378,109)</b>	<b>(\$325,619)</b>	<b>(\$258,084)</b>	<b>(\$157,881)</b>	<b>(\$129,703)</b>	<b>(\$69,371)</b>	<b>(\$3,733)</b>	<b>\$67,431</b>	<b>\$144,355</b>

- Moffat County Fairgrounds is projected to report an **operating profit of \$144,355 in Year 10.**
- This represents an **improvement of \$478,702 over 2022 actual figures.**

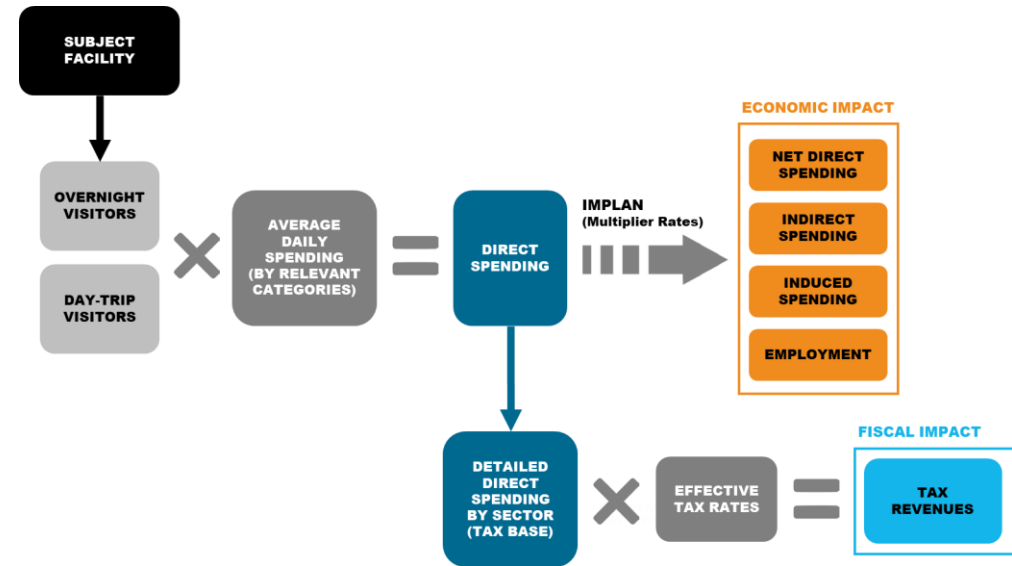
Source: Moffat County, Johnson Consulting, MIG, CD Smith, Cumming

# 6. Key Performance Metrics - Economic & Fiscal Impact Analysis

Moffat County Fairgrounds - Craig, CO Estimated Economic and Fiscal Impact											
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	
<b>Activity Volume</b>											
Attendance	76,650	77,800	93,320	101,020	118,590	120,900	126,890	129,300	131,710	134,120	
Room Nights	3,899	3,939	4,657	5,073	5,853	5,953	6,205	6,309	6,412	6,515	
<b>Est. Spending Volume (\$000)</b>											
- Spending at Facility*	\$402	\$431	\$567	\$680	\$872	\$969	\$1,100	\$1,236	\$1,378	\$1,527	
<b>- Spending outside Facility</b>											
Lodging	\$626	\$648	\$802	\$893	\$1,067	\$1,109	\$1,186	\$1,231	\$1,277	\$1,324	
Meals	\$1,254	\$1,298	\$1,582	\$1,747	\$2,075	\$2,155	\$2,301	\$2,388	\$2,477	\$2,570	
Incidental Expenses	\$139	\$144	\$176	\$194	\$231	\$239	\$256	\$265	\$275	\$286	
Retail and Transportation	\$435	\$451	\$550	\$608	\$723	\$751	\$802	\$832	\$863	\$895	
Booth Construction and Services	\$360	\$373	\$482	\$536	\$658	\$683	\$738	\$766	\$794	\$823	
Subtotal	\$2,815	\$2,913	\$3,592	\$3,978	\$4,753	\$4,937	\$5,282	\$5,481	\$5,686	\$5,898	
- Other Operational Spending	\$70	\$72	\$73	\$74	\$76	\$78	\$80	\$82	\$84	\$86	
<b>Total Spending</b>	<b>\$3,287</b>	<b>\$3,416</b>	<b>\$4,231</b>	<b>\$4,733</b>	<b>\$5,701</b>	<b>\$5,984</b>	<b>\$6,462</b>	<b>\$6,799</b>	<b>\$7,149</b>	<b>\$7,511</b>	
<b>Economic Impact (\$000)</b>											
	<i>Multipliers</i>										
Direct Spending		\$3,287	\$3,416	\$4,231	\$4,733	\$5,701	\$5,984	\$6,462	\$6,799	\$7,149	\$7,511
Indirect Spending	0.1637	538	559	693	775	933	980	1,058	1,113	1,170	1,230
Induced Spending	0.1968	647	672	833	931	1,122	1,178	1,271	1,338	1,407	1,478
<b>Total Spending</b>		<b>\$3,825</b>	<b>\$3,975</b>	<b>\$4,924</b>	<b>\$5,507</b>	<b>\$6,635</b>	<b>\$6,964</b>	<b>\$7,519</b>	<b>\$7,912</b>	<b>\$8,319</b>	<b>\$8,741</b>
Increased Earnings	0.4278	\$1,406	\$1,461	\$1,810	\$2,024	\$2,439	\$2,560	\$2,764	\$2,908	\$3,058	\$3,213
Increased Employment (Ongoing Jobs)	9.9014	33	33	39	43	50	51	54	55	56	57
<b>Fiscal Impact (\$000)</b>											
	<i>Tax Rates</i>										
<b>General Sales Tax</b>											
State of Colorado	2.90%	\$63	\$66	\$81	\$89	\$107	\$111	\$119	\$123	\$128	\$133
Moffat County	2.00%	44	45	56	62	74	77	82	85	88	91
City of Craig	4.00%	37	39	48	54	64	67	72	75	77	80
<b>Accommodations Taxes</b>											
State of Colorado	4.00%	\$25	\$26	\$32	\$36	\$43	\$44	\$47	\$49	\$51	\$53
Moffat County	2.00%	13	13	16	18	21	22	24	25	26	26
City of Craig	2.25%	14	15	18	20	24	25	27	28	29	30
<b>Total</b>		<b>\$196</b>	<b>\$203</b>	<b>\$251</b>	<b>\$278</b>	<b>\$333</b>	<b>\$346</b>	<b>\$370</b>	<b>\$384</b>	<b>\$399</b>	<b>\$413</b>

\*Corresponding to facility proforma revenue less advertising revenue.

Source: Johnson Consulting, MIG, CD Smith, Cumming



- Visitors to the improved Fairgrounds are estimated to generate **\$6.6M in total spending** and **\$2.4M in increased earnings**, and support **50 jobs annually** by Year 5.
- Fiscal impact is estimated to include **\$333,000 in tax revenues** to state and local jurisdictions in Year 5.

# 6. Key Performance Metrics – Incremental Impact

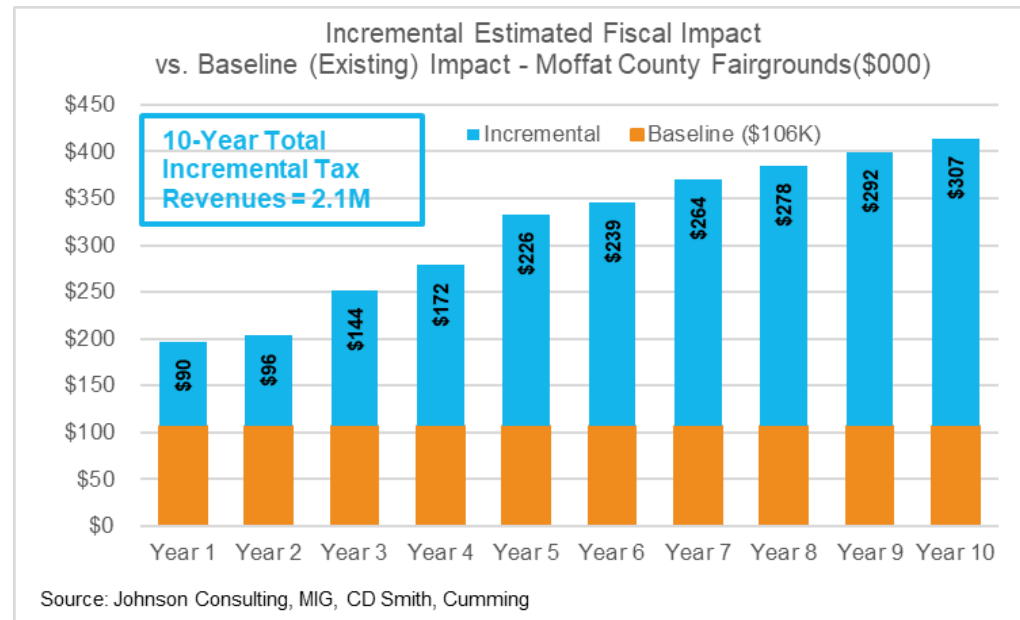
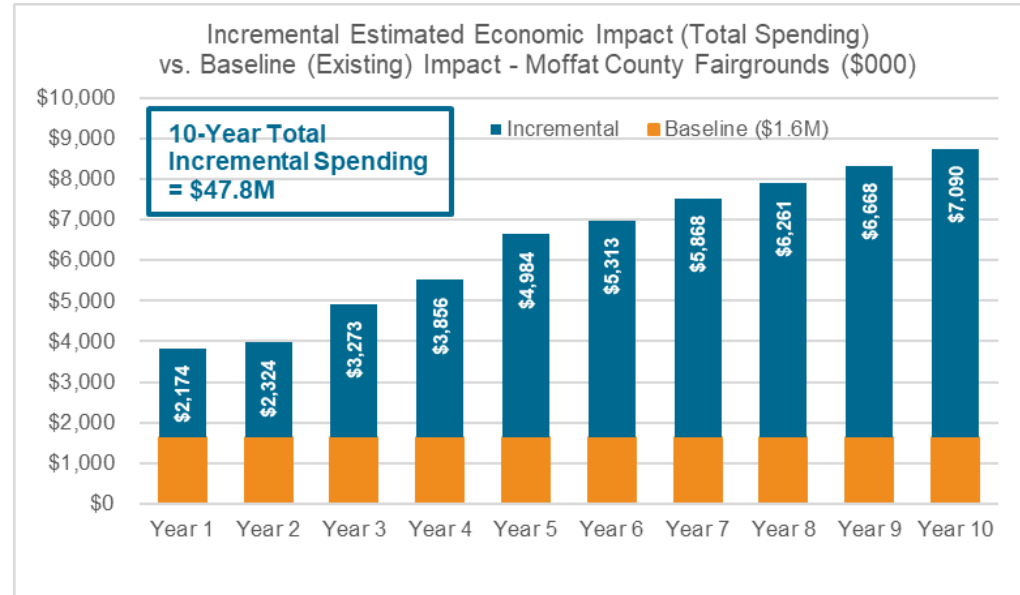
MOFFAT COUNTY FAIRGROUNDS		Baseline (2022 Actual)	Improved Fairgrounds (Year 5 Projected)
<b>Activity Volume</b>			
	Use Days:	435	615
	Fair Attendance <sup>1</sup> :	5,000	5,500
	Non Fair Attendance:	25,000	108,550
	Total Attendance:	30,000	114,050
	Out-of-Town Visitors <sup>2</sup> :	10,950	36,481
	Hotel Room Nights:	1,825	5,853
<b>Estimated Spending Volume</b>			
	Spending At Facility:	\$195,000	\$872,472
	Spending Outside Facility:	\$907,025	\$4,752,556
	Facility Operational Spending:	\$111,593	\$76,392
	<b>Total Direct Spending:</b>	<b>\$1,213,618</b>	<b>\$5,701,420</b>
	<b>Economic Impact</b>		
	Wages Created:	\$519,134	\$2,438,824
	Ongoing Jobs Sustained:	12	50
	<b>Total Economic Impact<sup>3</sup>:</b>	<b>\$1,651,091</b>	<b>\$6,634,761</b>
<b>Fiscal Impact</b>			
	State Sales & Hotel Tax Revenues:	\$37,343	\$149,565
	County Sales & Hotel Tax Revenues:	\$24,272	\$95,051
	City Sales & Hotel Tax Revenues:	\$45,127	\$88,437
	<b>Total Fiscal Impact:</b>	<b>\$106,743</b>	<b>\$333,053</b>

1. 2022 baseline Fair attendance represents average between 2020 and 2023 to account for fluctuation in estimated attendance counts

2. Out-of-Town visitors refer to visitors from outside of Moffat County

3. Total economic impact includes direct, indirect and induced spending volumes

Source: Johnson Consulting, MIG, CD Smith, Cumming



Source: Johnson Consulting, MIG, CD Smith, Cumming



# 7. Responsiveness of Final Plan to Key Objectives

## ✓ **Maintain the core function of the Fairgrounds and facilitate the annual Fair and other major events, including Grand Old West Days (GOWD)**

- Multi-Use Events & Resiliency Center (Phase 1) with a dedicated arena that will **support the growth of the ag and equine industries**, the **promotion of 4H/ FFA and youth activities**, and the hosting of the **annual Fair and GOWD**.
- Allows for increased capacity for year-round events and activities, while simultaneously creating an attractive and modern facility that can draw new events to the market.
- **Covered warm-up arena and new stalls will further support ag and equestrian activities.**
- Reconfiguration of the racetrack to create a straight track (Phase 1), improvements to the Grandstand (Phase 3), along with new campsites, additional storage, and aesthetic, landscaping, wayfinding and signage improvements on the campus, will **improve functionality** and **contribute to a positive customer experience** during both the annual Fair and GOWD, as well as other events occurring year-round at Moffat County Fairgrounds.

## ✓ **Increase year-round events, attendance, and revenue generation, to maximize the Fairgrounds' economic impact, and drive economic development and tourism.**

- **Dedicated conference space** responds to significant unmet demand, locally and regionally.
- **Concrete floor in the arena** within the Multi-Use Events & Resiliency Center further expands the opportunity to host larger events such as consumer shows, trade shows, and sporting events – high-impact.
- **181 incremental use days, 615 total use days and 114,050 attendees** in Year 5.
- Operating profit of \$292,146, before depreciation and cap ex, in Year 10 representing an **improvement of \$516,522 over 2022 actual figures.**
- By Year 10, visitors are projected to generate **\$8.7M in total spending and \$3.2M in increased earnings, and support 57 jobs annually**, generating **\$413,000 in sales and hotel/ motel tax revenues** to State and local jurisdictions.

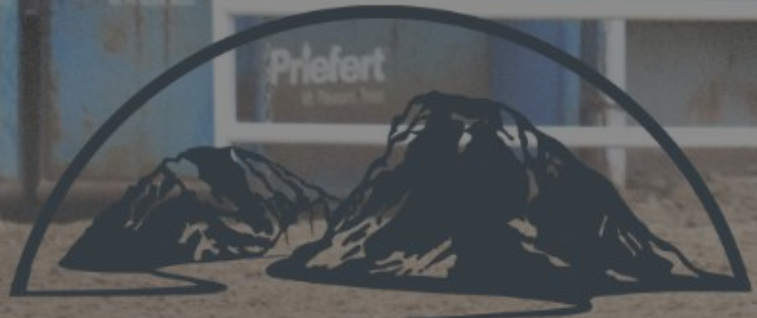
# 7. Responsiveness of Final Plan to Key Objectives – Implementation Strategy

Moffat County Fairgrounds									
Master Plan Recommended Improvements - Phasing & Implementation Rating									
Program Element	Recommended Improvement	Community/ User Need <sup>1</sup>	County Priority <sup>1</sup>	Ease <sup>2</sup>	Cost <sup>3</sup>	Effectiveness <sup>4</sup>	Cumulative Impact on Demand	Cumulative Impact on Demand (cost weighted)	
PHASE 1 (Year 1)	<b>New Multi-Use Events &amp; Resiliency Center</b>	Construct new 110,106 GSF building including 300' x 150' concrete floor Arena (45,000 SF of net useable space), seating for ~1,800 spectators, dedicated conference space (11,400 SF), supplemental meeting rooms (3,700 SF), commercial kitchen and concessions areas.	1	1	5	5	5	16	26
	<b>Indoor Arena</b>	Re-skin Arena; add spray foam insulation & paint	2	1	5	2	3	12	16
	<b>Hog Barn</b>	Removal	5	1	2	1	3	11	13
	<b>Racetrack</b>	Reconfiguration to create a straight track (60' x 390')	4	3	1	3	3	11	17
	<b>Plaza/ Flex Space</b>	Formalized plaza/ flex space between new Multi-Use Events Center, Indoor Arena and Grandstand	3	4	1	3	3	10	16
	<b>Small Animal Barn</b>	Relocation to accommodate plaza/ flex space	3	4	1	3	2	9	15
	<b>Staffing</b>	Add dedicated marketing, sales and booking, and/ or sponsorship procurement functions	3	2	2	2	4	11	15
PHASE 2 (Year 3)	<b>Covered Warm-Up Arena</b>	Add attached, covered warm-up arena (100' x 200') to new Multi-Purpose Events Center	2	3	3	4	4	13	21
	<b>Stall Barn</b>	Add new stall barn, attached to the warm-up arena and accommodating ~200 (10' x 10') stalls	2	2	2	4	4	12	20
	<b>Holding Pens</b>	Improvement to holding pens to the south of existing Outdoor Arenas	3	2	1	1	3	8	10
	<b>Pavilion</b>	Removal of Pavilion (functions absorbed by new Multi-Use Events Center)	4	2	2	2	5	13	17
	<b>Parking</b>	New parking to be developed to the east and northeast of demolished racetrack; Trailer parking to be developed to the south of demolished racetrack.	2	2	2	3	4	11	17
PHASE 3 (Year 5)	<b>Grandstand</b>	Renovate/ improve	3	2	3	2	2	10	14
	<b>Storage</b>	Construction of new storage facility on the south end of the new parking area (formerly where the barns were located)	3	2	1	3	3	10	16
	<b>Parking</b>	Demolition of existing barns; Conversion trailer parking	2	2	2	3	4	11	17
	<b>Fair Manager Shop</b>	Relocate to northeast area of campus	4	2	2	2	2	10	14

With the implementation of the recommended Master Plan improvements, Moffat County Fairgrounds will be **positioned to generate an even more significant economic and fiscal impact**, 4-times the economic impact and 3-times the fiscal impact of current operations, **reflecting its true role as a recreational, tourism and economic development asset and an invaluable resource** for Craig, Moffat County, and the State of Colorado, as well as communities in the neighboring areas of Wyoming and Utah.

1. Community Need/ User Need & County Priority: 1 = Greater Interest; 5 = Less Interest  
 2. Ease: 1 = Easily Implemented; 5 = Difficult to Implement  
 3. Cost: 1 = Inexpensive to Implement; 5 = Expensive to Implement  
 4. Effectiveness: 1 = Results in Less Meaningful Changes, 5 = Results in Meaningful Changes

Source: Johnson Consulting, MIG, CD Smith, Cumming



# Questions



 **JOHNSON  
CONSULTING**

**M I G**

**CDSmith**

Human Resources

MRH Billing Discussion

BOCC Meeting 11/12/24

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Over the last few months, the BOCC and MRH (Memorial Regional Health) have had several workshops to discuss billing discrepancies found by MRH. We have reached a point now that it is necessary to move beyond discussions and be able to take some action on this issue. That would require authorization to be able to enter negotiations on behalf of the BOCC.

Our Moffat County Attorney, Garry Rhoden and myself could be authorized as the points of contact to continue the discussions and negotiate towards a final agreement for the billing issues that we would then bring back in front of the board for you to make a final decision.

Sincerely,

A handwritten signature in black ink that reads "Rachel A. Bower". The signature is written in a cursive style with a large initial "R".

Rachel A. Bower

Moffat County Human Resources Director

**CONTRACT AMENDMENT NUMBER 2**

THIS CONTRACT AMENDMENT NUMBER 2 ("Amendment") is entered into by and between the Board of County Commissioners of Moffat County ("BOCC") and, SWCA Environmental Consultants, ("Consultant"), whose address is 295 Interlocken Boulevard, Suite 300, Broomfield, Colorado 80021.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Effective Date of this Amendment.** The effective date of this Amendment is upon approval of the BOCC.

**2. Identification of Original Agreement.** BOCC and Consultant entered into a written agreement dated December 15, 2023 (the "Agreement"), entitled "Agreement", concerning the following subject matter: Craig-Hayden Pumped Storage Social Environmental Assessment and the proposal submitted by Consultant, labeled Exhibit B and dated 11/30/2023. That Agreement is incorporated herein by reference. Except as amended herein, this Amendment is subject to the terms of said Agreement and any previous amendments referencing said Agreement.

**3. Amendments.** BOCC and Consultant now desire to amend the Agreement and the prior Amendments thereto, if any, as follows:

- Increase budget by \$ 10,050 due to extra modeling work by SWCA regarding model assumptions for IMPLAN inputs.
- See Exhibit A

The original contract amount was One Hundred Twenty-Six Thousand, Six Hundred and Forty Dollars and 67/100 cents (\$126,640.67) This Amendment increases the contract in the amount of Ten thousand and fifty dollars (\$10,050). The Total contract amount including this change is \$136,690.67.

**4. Effect.** All terms in the Agreement remain in full force and effect except as expressly modified by this Amendment.

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

BOARD OF COUNTY COMMISSIONERS  
MOFFAT COUNTY, COLORADO

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tony Bohrer

\_\_\_\_\_  
Clerk to the Board

**CONTRACTOR:**

SWCA

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
SWCA



**SERVICES AGREEMENT CHANGE ORDER**

SWCA, Incorporated  
20 E Thomas Road, Suite 1700  
Phoenix, Arizona 85012  
Tax I.D. Number 860483317

**Project Name:** Craig-Hayden Pumped Storage Socioeconomic Assessment

**Project Number:** 85697-000-DEN

**Client:** Moffat County

**Date :** October 9, 2024

**SWCA Project Manager:** Erik Hartung

The purpose of this Change Order is to reflect certain modifications to the contract for services ("Agreement") entered into between SWCA, Incorporated ("SWCA") and the client identified above ("Client") pursuant to which SWCA agreed to provide certain services to Client. SWCA and Client agree to the following modifications:

**Changes in Scope of SWCA Services:** The following describes any changes in the scope of services to be provided by SWCA: [describe any additional services, reductions in scope or other modifications]

The attached scope includes description of out-of-scope services and a cost estimate to provide them.

**Changes in Fees for SWCA Services:** The following describes any changes in the amount of fees payable to SWCA: [describe any additional fees, reductions or other modifications; describe whether additional fees are to be billable as provided in original contract or on another basis (e.g., fixed fee or time and materials)]

With changes in the scope, the total fee for SWCA services is equal to \$10,050.

**Changes in SWCA Cost Reimbursement:** The following describes any changes in costs reimbursable to SWCA: [describe any changes in the nature or amount of reimbursable costs]

Not applicable.

**Changes in Payment Terms:** The following describes any changes in payment terms for fees and costs payable to SWCA: [indicate whether payment terms are same as original contract or whether payment terms are being modified]

Not applicable.

**Other Changes:** The following describes any other changes in the terms of the Agreement: [describe any other significant changes such as changes in estimated completion date]

Not applicable.

Except as modified by this Change Order, the terms of the Agreement shall remain in full force and effect. This Change Order is hereby incorporated into the Agreement.

**SWCA**  
ENVIRONMENTAL CONSULTANTS  
SWCA Incorporated, an Arizona corporation

**Client:**

**By:**  
  
(signature)

**By:**  
  
(signature)

**Name:**

**Name:**

**Title:**

**Title:**

**Date:**

**Date:**



ENVIRONMENTAL CONSULTANTS

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295 Interlocken Boulevard, Suite 300  
Broomfield, Colorado 80021  
Tel 303.487.1183  
www.swca.com

2/36

October 9, 2024

Jeff Comstock  
Moffat County Natural Resources Department  
1198 West Victory Way, Suite 104  
Craig, Colorado 81625  
*Submitted via email: jcomstock@moffatcounty.net*

**Re: Change Order for the Craig-Hayden Pumped Storage Socioeconomic Assessment**

Dear Jeff Comstock:

Thank you for providing SWCA Environmental Consultants with the opportunity to continue to support Moffat County with the Craig-Hayden Pumped Storage Socioeconomic Assessment (Project) in Moffat County, Colorado. The Moffat County Board of County Commissioners approved work on the Project on December 15, 2023. The cost estimate in our approved proposal was based on a specific scope of work defined by our task descriptions and assumptions. As discussed in our telephone conversation on October 2, 2024, our work has deviated from those assumptions in several ways, described in the attached change order, leading to an increase in cost. This change order presents the costs estimated to cover this out-of-scope effort. We are requesting an additional \$10,050 to cover out-of-scope tasks as outlined in this change order. Work will continue to be completed under the terms and conditions of the executed contract of services agreement signed by the Moffat County Board of County Commissioners on December 15, 2023.

Thank you for the opportunity to continue to support Moffat County with the Project. Please contact me by telephone at 330.861.9061 if you have any questions.

A handwritten signature in black ink that reads "Erik W. Hartung".

Erik Hartung  
Project Manager

## CHANGE ORDER

SWCA Environmental Consultants (SWCA) is requesting an additional \$10,050 to cover out-of-scope efforts for the Craig-Hayden Pumped Storage Socioeconomic Assessment (Project). Table 1 details the out-of-scope work and costs.

**Table 1. Out-of-Scope Work**

PHASE/TASK	ASSUMPTION(S)	DEVIATION FROM ASSUMPTION	WORK REQUIRED	COST
Phase 2, Task 1 (Project management)	The work would be completed within 4 months. Up to five calls would be required to obtain data.	The work will be completed in approximately 12 months due to delays in the availability of Project-related information. SWCA has attended at least seven meetings with rPlus and Moffat County.	Additional coordination and calls with Moffat County, rPlus, and internal SWCA team; additional Project management effort.	\$1,500
Phase 2, Task 2 (Future conditions without generating stations)	The future without generating stations scenario consists of closures of two coal-fired generating stations.	The future without generating stations scenarios consists of closures of two coal-fired stations and two mines. The mines were not mentioned in the request for proposal or SWCA's proposal.	Additional research, IMPLAN modeling, and other analysis; additional text.	\$600
Phase 2, Task 2 (Future conditions without generating stations)	All input data would be received in a readily analyzed format.	The Hayden generation station did not fall under the expected industry (electric generation) in the IMPLAN data. This is not a typical occurrence.	Research, calls to IMPLAN, and additional modeling were required to perform the IMPLAN modeling.	\$1,200
Phase 2, Task 2 (Future conditions without generating stations)	All input data would be provided in a readily analyzed format.	Project economic inputs (workforce, costs) were not provided in a ready to use format. SWCA had to derive inputs from other projects, census data, and IMPLAN as directed by rPlus and agreed upon by Moffat County. Specifically, using IMPLAN and/or census data and/or coordination with Moffat County was needed for the estimate of the percentage of construction materials and equipment that will be purchased within Moffat, Routt, or Rio Blanco Counties; the estimate of the percentage of the construction workforce that will be hired from within the existing Moffat, Routt, or Rio Blanco County labor forces; and the number of workers needed during construction and operation, broken down by job and category.	Effort to develop necessary inputs.	\$1,400
Phase 2, Task 8 (Workforce analysis)	The workforce analysis would be based on information from IMPLAN.	SWCA and Moffat County agreed to rely on work performed by the Office of Just Transition instead.	Additional coordination with the Office of Just Transition; additional effort to develop text.	\$2,400
Phase 2, Task 9 (Land use and recreation)	The Project area provided by rPlus in February 2024 for use for the Project would not change (implicit assumption).	On September 27, 2024, rPlus and Moffat County directed SWCA to redefine the Project area to consist of the following: a 250-foot buffer on both sides of the Yampa water diversion line, a 250-foot buffer on both sides of the conceptual generation tie line, and a 2-mile buffer from the preferred alternative dams, conveyances, and powerhouse surge chamber points.	Reworking figures, additional analysis in recreation and land use, and other portions of the document.	\$2,500
Phase 3, Task 2 (Give presentation)	Erik Hartung and Heath Byrd would travel to Craig for 1 meeting and return the same day.	SWCA will present at an evening advisory board meeting and then a morning public meeting the next day.	Requires an overnight stay and an additional rental car day.	\$450
<b>TOTAL OUT-OF-SCOPE COST</b>				<b>\$10,050</b>



**CONTRACT AMENDMENT NUMBER 1**

THIS CONTRACT AMENDMENT NUMBER 1 ("Amendment") is entered into by and between the Board of County Commissioners of Moffat County ("BOCC") and Cunilio Consulting, LLC ("Consultant"), whose address is P.O. Box 1743, Nederland, CO 80466, Phone (610) 659-9110, Email: KC@CunilioConsulting.com.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Effective Date of this Amendment. The effective date of this Amendment is upon approval of the BOCC.
2. Identification of Original Agreement. BOCC and Consultant entered into a written agreement dated December 28, 2023 (the "Agreement"), entitled "Agreement", concerning the following subject matter: Legal Services for PUC Representation (RFQ 2023-19) and the proposal submitted by Consultant. That Agreement is incorporated herein by reference. Except as amended herein, this Amendment is subject to the terms of said Agreement and any previous amendments referencing said Agreement.
3. Amendments. BOCC and Consultant now desire to amend the Agreement and the prior amendments thereto, if any, as follows:
  - a. Exhibit A: Scope of Work (Xcel) to the Agreement.
  - b. Exhibit B: Bid for Amendment 1
4. Effect. All terms in the Agreement remain in full force and effect except as expressly modified by this Amendment.

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

BOARD OF COUNTY COMMISSIONERS  
MOFFAT COUNTY, COLORADO

ATTEST:

By: \_\_\_\_\_  
Tony Bohrer, Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk to the Board

CONSULTANT:

\_\_\_\_\_  
(Name of Consultant)

By: \_\_\_\_\_  
Authorized Signer

STATE OF COLORADO        )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of November, 2024, by

\_\_\_\_\_  
Notary Public



## **Exhibit A:**

### **SCOPE OF WORK (Contract Amendment 1)**

Moffat County Colorado  
1198 W. Victory Way, Suite 104 Craig, CO 81625

**Description:** Legal Services for Colorado Public Utilities Commission (PUC) Representation. (Hearing number 24A-0442E)

**RFP(Q) Number:** Amending 2023-19

**BOCC Final Award Date:** 11/12/2024

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#### **Background:**

Public Service Company of Colorado (Xcel Energy) filed its Just Transition Solicitation with the Public Utilities Commission, noticed October 21, 2024. Hearing intervention deadline for hearing number 24A-0442E is Friday, November 15<sup>th</sup>, 2024. The Board of Moffat County Commissioners and Craig City Council have entered into a Memorandum of Understanding to retain legal counsel and participate jointly in the PUC hearing. This Scope of Work extends this contract for legal representation into the above-mentioned Xcel hearing.

Closure of the Hayden Station will have a significant impact on Moffat County and the City of Craig. Closure dates, asset management, community assistance opportunities, and workforce planning are all very relevant to these communities. Public Service Company's process at the PUC represents the best opportunity for Moffat County and Craig to participate in negotiations on these issues. Additionally, certain special taxing districts within Moffat County may be greatly and negatively affected by the plant closure, and Moffat County and Craig's intervention is likely to be the best opportunity to have their voices heard in the process. Effective intervention in the PUC process requires an attorney team with proven knowledge, already prepared background information, and experience representing Moffat County and the City of Craig during the PUC process.

#### **Scope of Work Includes:**

- a. Assist in the development of permissive intervention for Moffat County and the City of Craig to become parties in the proceeding. This may include filing to intervene in PUC hearing.
- b. Conduct research to assist Moffat County and the City of Craig in the development of an advocacy position within the proceeding.
- c. Serve discovery on proceeding parties.
- d. Prepare witnesses from Moffat County and/or the City of Craig to represent the position of the local parties within the hearing, including direct and cross-examination and PUC Commissioner questions.
- e. Prepare cross-examination of counter party witnesses at hearing.
- f. Represent the local parties in settlement discussions.
- g. Providing regular and timely written summaries and updates as appropriate to City of Craig and Moffat County throughout the PUC process.
- h. Document fees and expenses monthly, along with services provided.

- i. Advising Moffat County and the City of Craig regarding appropriate settlement terms in the PUC process.
- j. Prepare a post-hearing Statement of Position reflecting the position of Moffat County and the City of Craig.
- k. Conduct other services as requested by Moffat County and the City of Craig.

**Effective Date:**

Effective Date of signing Amendment 1, through the conclusion of the Public Service Company of Colorado (Xcel) PUC process or until all funds are expended, whichever occurs first.

**Location of Work:**

The work at the PUC will occur in Denver or virtually as determined by the PUC commissioners and the PUC schedule for the Public Service Company (Xcel) proceeding. All other work will happen in Moffat County or another location agreed by the parties.

**Monthly Financial Reporting Requirements and Invoice Process:**

- Billing and Invoices must be submitted to the assigned Moffat County representative and City of Craig representative simultaneously, so that each entity may pay half the expenses. Billing must be accompanied by an expenditure report, typically generated from financial tracking software, to include, where appropriate or relevant: time sheets/timecards, staff/employee time allocation forms, payroll reports from "official" payroll system or system of record, proof of purchases, itemized receipts, detailed account of all related expenses, and related project objective and date of the expenditure. Such supporting documentation shall be considered part of Grantee Records and shall be kept for the duration of the Record Retention Period.
- If there have been no expenditures for the previous month, no reimbursement request needs to be submitted.

**Project Schedule:**

- Contract shall be presented to the Board of County Commissioners and City Council November 12, 2024 for review and signature to allow Cunilio Consulting to represent the County and City at PUC hearings on matters as outlined in this statement of work. Contract shall be substantially completed when Public Service Company of Colorado (Xcel) PUC hearing is complete or funding is no longer available, no matter the date of execution of this agreement.
- By the final date for intervention (November 15, 2024) as determined by the PUC, local parties shall file to intervene in Xcel's PUC hearing. Subsequent participation shall occur based on PUC deadlines.

**Moffat County's and the City of Craig's Responsibilities:**

- The Moffat County Commissioners' Office and the Craig City Council will each pay half of all invoices and bills from Cunilio Consulting, LLC under this contract.
- Moffat County and the City of Craig will sign an MOU to jointly work collectively with an attorney or attorneys with experience at the PUC for this intervention at the PUC.
- Moffat County and the City of Craig are recognized as the elected bodies representing the general interests of their communities.

## EXHIBIT B

**Proceeding No. 24A-0442E – Xcel Just Transition Solicitation**  
*Estimated Attorney Time Allocation for Moffat County and City of Craig*

**Review Xcel Application and Direct Testimony** – 10 hours

**Draft and file Motion to Intervene by November 14, 2025** – 12 hours

**File Non-Disclosure Agreements** – 1 hours

**Review, Draft, and Serve Discovery Requests on Xcel and Interveners** – 10 hours

**Assist with drafting Answer Testimony** – 15 hours

**Review Intervenor Answer Testimony** – 10 hours

**Review, Draft, and Serve Discovery Responses from Xcel and Interveners** – 15 hours

**Assist with drafting Cross-Answer Testimony** – 10 hours

**Review Xcel Rebuttal Testimony and Intervenor Cross-Answer Testimony** – 10 hours

**Participate in Settlement Discussions** – 45 hours<sup>1</sup>

**Evidentiary Hearing and Witness Cross-Examination Preparation** – 15 hours

**Evidentiary Hearing** – 50 hours<sup>2</sup>

**Draft and file Post-hearing Statement of Position** – 15 hours

**Draft and file Exceptions to Recommended Decision** – 10 hours<sup>3</sup>

**Draft and file Application for Rehearing, Reargument, and Reconsideration** – 20 hours

**Miscellaneous time to communicate and meet with City and County throughout proceeding** - 35 hours

**Post-Settlement/Hearing Meetings with Xcel, City and County, and Interveners** – 25 hours

*Total Estimated Attorney Time:* **308 hours**

*K.C. & Laura's Hourly Rate:* **\$225**

*Estimated Legal Budget (308 Hours at \$225 an hour):* **\$69,300**

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<sup>1</sup> If a settlement agreement is reached that the City and County agree to join, much of the hearing prep, hearing time, and post-hearing briefing could be avoided and would greatly reduce the amount of attorney time and resulting costs in the latter half of this estimate.

<sup>2</sup> Assuming a five-day hearing is scheduled.

<sup>3</sup> Exceptions are only filed if an ALJ presides over the case. If the Commission chooses to hear this case *en banc* the case would proceed to the RRR stage.

**RESOLUTION 2024 - 113**

**RESOLUTION AUTHORIZING VICE-CHAIR OF BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY TO ACT ON BEHALF OF SAID BOARD IN NEGOTIATIONS RELATED TO THE PUBLIC SERVICE COMPANY'S JUST TRANSITION SOLICITATION HEARINGS AT THE PUBLIC UTILITIES COMMISSION, INCLUDING AUTHORIZATION TO SIGN CONTRACTS RELATED TO SUCH HEARINGS**

WHEREAS, C.R.S. § 30-11-103 states that the powers of a county as a body politic and corporate shall be exercised by a board of county commissioners therefore; and

WHEREAS, the Moffat County Board of County Commissioners is empowered by C.R.S. § 30- 11-107(1)(aa), as amended, to establish policies and procedures in regard to entering into contracts binding on the county, and to delegate its power to enter into such contracts pursuant to such policies and procedures, where amounts specified in such policies and procedures and where such contracts otherwise comply with limits and requirements set forth in such policies and procedures; and

WHEREAS, the Moffat County Board of County Commissioners is empowered by C.R.S. § 30- 11-107(1)(e), as amended, to represent the County and have the care of the County property and the management of the business and concerns of the County in all cases where no other provisions are made by law; and

WHEREAS, the Moffat County Board of County Commissioners regularly meets and makes decisions concerning various matters concerning Moffat County and enters into agreements and contracts, passes resolutions, and, when it is in the best interest of the County, authorizes one of the County Commissioners to act on their behalf; and

WHEREAS, the Moffat County Board of County Commissioners and the Craig City Council have entered into a Memorandum of Understanding regarding Legal Services to Support Moffat County and City of Craig participation in hearing number 24A-0442E at the Colorado Public Utilities Commission (PUC). Public Service Company of Colorado (Xcel Energy) filed its Just Transition Solicitation with the PUC on October 21, 2024, and the County Commissioners and Craig City Council have hired attorneys who understand the PUC's process and rules to litigate issues on their behalf as intervenors in the ERP process at the PUC to ensure their perspectives on relevant issues are heard; and

WHEREAS, the Moffat County Board of County Commissioners desires to authorize its Vice- Chair, Melody Villard, to represent the Board of County Commissioners and to act on behalf of said Board in negotiations related to the process and hearings at the Public Utilities Commission and to sign any documents required for the Public Service Company of Colorado PUC process. This authorization permits the delegation of authority to the Vice Chair so that action can be taken promptly and as needed for the PUC process.

This authorization includes the authorization for the Vice Chair to sign contracts up to \$25,000.00, including contracts with expert witnesses, on behalf of the Board when such contracts relate to the process and hearings at the Public Utilities Commission.

NOW THEREFORE, BE IT RESOLVED, that the Moffat County Board of County Commissioners hereby authorizes Melody Villard, the current Vice Chair of the Board of County Commissioners, to have the authority to act on behalf of the Board of County Commissioners during negotiations related to the Public Service Company of Colorado hearings, and to sign any and all contracts on behalf of Moffat County which are related to these PUC hearings, provided such contracts do not exceed \$25,000.00. The Vice-Chair is authorized to act on behalf of the entire Board as stated herein.

PASSED and APPROVED this 12<sup>th</sup> day of November, 2024.

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Tony Bohrer, Chair of the Board

\_\_\_\_\_  
Melody Villard, Vice Chair of Board

\_\_\_\_\_  
Donald Broom, Commissioner

STATE OF COLORADO    )  
  ) ss.  
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 seal of said County this 27<sup>th</sup> day of February, 2024.

Erin Miller, Deputy Clerk and Ex-officio to County Commissioners, Moffat County, State of Colorado

**MEMORANDUM OF UNDERSTANDING BETWEEN  
MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
CRAIG CITY COUNCIL**

**REGARDING: Legal Services to Support Moffat County and City of Craig participation in 2024 Colorado Public Utilities Commission Proceeding number 24A-0442E (Xcel Just Transition Solicitation)**

This Memorandum of Understanding is entered into between the Moffat County, Colorado Board of County Commissioners and the Craig City Council, represented by its governing body, collectively referred to as “the Parties.” C.R.S. § 29-1-203 provides authority for Governments to cooperate or contract with one another to provide any function, service, or facility lawfully authorized in Colorado.

**Whereas:** Public Service Company of Colorado filed its next Just Transition Solicitation with the Colorado Public Utilities Commission (PUC) October 22, 2024. This filing initiates a formal process concerning issues of great importance to Moffat County and the City of Craig, including plant closure dates and the disposition of Public Service Company of Colorado assets, potentially including water rights, and community assistance options and workforce impacts.

**Whereas:** Interested and impacted parties can intervene in the Solicitation process at the PUC to ensure their perspectives on relevant issues are heard. However, given the quasi-judicial nature of PUC proceedings, effective intervention essentially requires parties to be represented by attorneys who understand the PUC’s process and rules, can litigate the issues on behalf of their clients, and are present at or attentive to all proceedings related to the ERP. This need for an attorney makes it especially challenging for communities like Moffat County and the City of Craig to participate effectively in proceedings that could greatly impact their interests and those of their residents.

**Whereas:** Because of the critical nature of Public Service Company of Colorado’s upcoming Solicitation filing and litigation, Moffat County and the City of Craig plan to intervene in this proceeding so our communities can have a voice and be fully engaged in a matter of critical importance to our future. We have further agreed to, and they have committed to communicate as appropriate with other local taxing districts that will lose property tax revenues due to the closure of Craig Station. *Now, therefore,* both parties acknowledge and agree that:

1. Moffat County and the City of Craig agree to collaborate as equal partners in directing the work of the attorney, which both entities shall jointly select to represent both entities during the PUC hearings.
2. Moffat County and the City of Craig agree each pay half the expense to hire attorney representation during the PUC hearings.
3. Neither Moffat County or the City of Craig will expend cash to pay for their PUC attorney beyond budgeted funds without agreeing to expend funds. Each entity will dedicate staff time to assist in guiding the attorney(s) throughout the process.
4. This MOU shall remain in effect through the Public Service Company of Colorado, PUC process or until all funds are expended.

ADOPTED this 12<sup>th</sup> day of November, 2024.

MOFFAT COUNTY BOARD OF COUNTY  
COMMISSIONERS

---

Tony Bohrer, Chairman

STATE OF COLORADO )  
                                  ) ss.  
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 12<sup>th</sup> day of November, 2024.

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Erin Miller, Deputy Clerk and Ex-officio to County  
Commissioners, Moffat County, State of Colorado

ADOPTED this 12<sup>th</sup> day of November, 2024.

CITY OF CRAIG

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CHRIS NICHOLS, MAYOR



Spanning over 175 million acres in the Western United States, sagebrush country contains biological, cultural and economic resources of national significance. America's sagebrush ecosystem is the largest contiguous ecosystem in the continental United States, comprising one-third of the land mass of the lower 48 states. Sagebrush landscapes have long been a home to Tribal and rural communities, a driver of agricultural economies, and a host for a diversity of wildlife, including the greater sage-grouse, migrating herds of big game, and more than 350 species – many of which live nowhere else in the world.

**America the Beautiful Challenge, Invasive Annual Grass Control: Grant Total \$130,000**

In partnership with the Colorado Department of Agriculture Conservation Services Division

This project will work to establish cost-sharing initiatives and cross-agency partnerships with private landowners, federal land management agencies, and county governments.

Colorado First Conservation District seeks to promote local stewardship for watershed, rangeland, and habitat restoration along with soil health and controlling of invasive annual grasses, all through a producer cost-share program. This group also seeks to improve habitat for sage grouse in the area.

**Northwest Colorado Invasive Grass Landowner Treatments: Grant Total: \$35,000**

In partnership with the Colorado Department of Agriculture 2023 USFS BIL Funding

This project will work with private landowners in northwest Colorado to cost-share treatments of invasive grasses that are currently degrading the landscape. The treatments will also seek to improve habitat for sage grouse in the area.

**Conserving Sagebrush Ecosystems on Working Lands: A Collaborative Project to Restore and Conserve Sagebrush Ecosystems, Moffat Co, CO: Grant Total \$294,717.00**

In Partnership with the US Fish and Wildlife Service

The Bipartisan Infrastructure Law builds on an existing collaborative effort with public and private partners to conserve the sagebrush ecosystem of the American West and the nationally significant biological, cultural, and economic resources it supports.

1. Restore Sagebrush Ecosystems: Promote the rehabilitation of degraded sagebrush habitats to improve biodiversity and ecosystem health.
2. Support Wildlife Conservation: Enhance habitats for species dependent on sagebrush ecosystems, such as the Greater Sage-Grouse, pronghorn, and various other birds and insects.
3. Encourage Sustainable Land Management: Assist landowners in adopting sustainable practices that prevent further degradation and promote long-term ecological balance

By the Numbers

BIL Funding Requested

**\$9.1M**

Total Number of Project:

**53**





Colorado First Conservation District  
970-329-3145  
145 Commerce Street Craig, CO 81625

## FOR IMMEDIATE RELEASE

### **Colorado First Conservation District Secures New Grants to Combat Invasive Annual Grasses and Restore Sagebrush Habitat**

**Colorado, October 24, 2024** – The Colorado First Conservation District (CFCD) is pleased to announce the receipt of new grants aimed at addressing the growing threat of invasive annual grasses and enhancing sagebrush habitat across key areas within Moffat County. These projects will not only curb the spread of damaging invasive species like bulbous bluegrass and cheat grass, but also support the recovery and sustainability of sagebrush ecosystems that are vital to Colorado’s wildlife and agricultural lands.

The grant funding, awarded by a combination of federal programs, conservation partners, and state initiatives, will help the CFCD execute targeted strategies to control annual invasive grasses that threaten native vegetation and increase wildfire risks. A significant portion of the funding will also focus on restoring sagebrush ecosystems, which are critical for native species like the greater sage-grouse, mule deer, and pronghorn, as well as local ranchers who depend on healthy rangelands for grazing.

### **A Legacy of Conservation Work in Colorado**

The CFCD is part of a long-standing tradition of conservation districts that have served Colorado’s landowners since the 1930s. Conservation districts emerged nationally following the Dust Bowl crisis, when the federal government established the Soil Conservation Service (now the Natural Resources Conservation Service, NRCS) to address land degradation and promote sustainable land use practices. Colorado’s first conservation districts were formed shortly thereafter to support local farmers and ranchers in implementing soil conservation practices to prevent erosion and restore agricultural productivity. Today, Colorado is home to over 70 conservation districts that work collaboratively with private landowners, public agencies, and nonprofit organizations to steward natural resources effectively.

The CFCD, like its peers, plays a critical role in bridging the gap between landowners and conservation programs. Through technical assistance, educational outreach, and cost-share programs, Conservation Districts help implement sustainable agricultural practices, improve water management, and restore native plant communities that benefit both wildlife and local economies.

## A

### **A Targeted Approach to Invasive Grasses and Sagebrush Habitat**

The latest grants will support the CFCD in deploying several strategies to address invasive species and promote habitat restoration:

- **Chemical and Mechanical Treatments:** Targeted herbicide applications and mowing will help control annual invaders that crowd out native plants.
- **Re seeding and Restoration:** Native plant re seeding projects will promote healthy sagebrush ecosystems and prevent soil erosion.
- **Fire Risk Mitigation:** By reducing invasive grass cover, the CFCD aims to lower wildfire risks in key habitats.
- **Collaborative Conservation:** Partnerships with ranchers, wildlife biologists, and government agencies will ensure that efforts are aligned with community and ecological needs.

These efforts will not only improve habitat quality but also enhance the resilience of rangelands, benefitting ecological health, agriculture and wildlife alike.

### **“Working Lands, Thriving Lands”**

“The health of Moffat County’s rangelands and wildlife is directly tied to the success of the people who live and work here,” said Kacey Green, CFCD’s District Manager. “These grants give us the opportunity to combat the very real threat posed by invasive species and ensure that our vast sagebrush ecosystems continue to thrive—for the benefit of wildlife, the community and ranching families. Not only is this grant funding hitting the ground to make a real difference, it has also allowed the district to expand stakeholder reach and hire additional staff.”

The Colorado First Conservation District invites landowners and local residents to participate in upcoming educational workshops and volunteer efforts. For more information on the new grant-funded projects and opportunities to get involved, visit the CFCD website or contact the district office directly.

### **About the Colorado First Conservation District**

The CFCD is a local conservation organization dedicated to promoting sustainable land use, wildlife habitat restoration, and community-led conservation efforts. For nearly a century, the district has worked in partnership with landowners, agencies, and nonprofits to protect Colorado’s natural resources, balancing agricultural productivity with environmental stewardship.

#### **Contact:**

Kacey Green, District Manager  
Colorado First Conservation District  
970-329-3145  
coloradofirstcd@yahoo.com