

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, October 24, 2023

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 10 (pgs 3-5); October 16 – Special meeting (pgs 6 & 7)

Resolutions:

- b) 2023-107: Voided checks for the month of October (pg 8)
- c) 2023-108: 2024 LMD Strategic Plan & Budget (pgs 9-15)
- d) 2023-109: Payment of Warrants (pg 16)
- e) 2023-110: Payroll (pg 17)
- f) 2023-111: Voided Warrants for the month of October (pg 18)
- g) 2023-112: P-Cards (pg 19)

Contracts & Reports:

- h) BOKF Certificates of Participation County Representative Certificate (pg 20)
- i) Department of Public Health Indirect Cost Negotiation agreement (pgs 21 & 22)
- j) Department of Transportation Disadvantaged Business Enterprise Program renewal for the Airport (pg 23)
- k) Contract Amendment #1 – Public Safety Center RTU Replacement contract extension with Masterworks (pg 24)

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

- 1) Board of County Commissioners
 - Appointment for open seats on the Fair Board (pg 25)
 - Appointment for Alternate seat on MCTA



9:31 AM 10/23/2023

8:45 am
Public Hearing

- 2) Planning & Zoning – Candace Miller (pg 26)
 - Haskins Conditional Use Permit – C-23-04(pgs 27-29)
 - Haskins Zone Variance Permit – V-23-01 (pgs 30-32)
 - Haskins Application for Road/Alley Vacation – RV-23-03 (**Resolution 2023-113**) (pgs 33- 37)
- 3) Sheriff's Office – Todd Wheeler
 - Fire Restriction Ordinance 2023-0822 – Second & Final Reading (pgs 38-44)

Staff Reports:

- 4) Natural Resources Department - Jeff Comstock
 - Water Augmentation Plan Court Filing (pgs 45-60)
 - Memo of Understanding w/Upper Yampa River Conservancy District (pgs 61-63)
- 5) Coroner's Office – Rebecca Warren
 - Moffat County Coroner Participation Agreement w/the CO Regional Health Information Organization for Health Information Exchange (pgs 64-214)

Adjournment

The next scheduled BOCC meeting will be Tuesday, November 14, 2023 - 8:30 am

***** 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

Moffat County's YouTube link to view meeting:

<https://youtube.com/live/SvqNNX-OMis>

OR

<https://us06web.zoom.us/j/83834598096?pwd=bkJhVW1NLzlPK3duR2Z1MUdzWVE2dz09>



9:31 AM10/23/2023

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

October 12, 2023

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Neil Binder; Candace Miller; Tom Kleinschnitz; Rebecca Tyree; Cathy Nielson; Tracy Winder; Carol Haskins; Heather Brumblow

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) September 26; Board of Public Health – September 26; October 2 – Special Meeting

Resolutions:

- b) 2023-104: Transfer of Intergovernment Funds for the month of October
- c) 2023-105: Payment of Warrants
- d) 2023-106: Payroll

Contracts & Reports:

- e) 7th Amendment to Operating Agreement w/CO State Patrol at the Public Safety Center
- f) Colorado Department of Public Health & Environment Quarterly Discharge Monitoring Report for Limestone Pit #10
- g) Public Health - Acknowledgement letter for ELC 2.1 COVID-19 Round 2 Vaccination funding
- h) Intergovernmental Agreement for Inmate Detention Services w/Rio Blanco County
- i) Treasurer's Report

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

The Commissioners welcomed new Office of Development Services Director, Neil Binder

Commissioner Bohrer also mentioned the First Responder/Veterans Dinner to be held on November 4 at the Fairgrounds Pavilion

Board of County Commissioners:

- Appointment to Airport Advisory Board

A letter of interest for an open seat on the Airport Advisory Board was received from Benjamin Ball.

Broom moved to appoint Benjamin Ball to the Airport Advisory Board. Villard seconded the motion. Motion carried 3-0.

- Appointment to 14th Judicial District Community Corrections Board

A letter of interest for an open seat on the 14th Judicial District Community Corrections Board was received from Nele Cashmore.

Broom moved to appoint Nele Cashmore to the 14th Judicial District Community Corrections Board. Villard seconded the motion. Motion carried 3-0.

8:45 am

Public Hearing:**Finance Department - Cathy Nielson & Heather Brumblow**

- Present proposed 2024 County Budget for adoption (see attached)

Bohrer read the Public Hearing protocol.

Nielson presented and explained the narrative for the proposed 2024 County Budget. By state statute, the proposed budget has to be presented by October 15. She emphasized that at this time, all budget items are still under discussion. The final budget will be presented at the December 12 Board of County Commissioners meeting.

Highlights include:

- The budget totals \$130,084,410, with an increase of \$6,195,377 or (5%) more than the 2023 budget. This budget is funded with revenue estimates and anticipated fund balances.
- The largest component unit of the budget is Memorial Regional Health. The 2024 Memorial Regional Hospital budget totals \$77,577,343.
- The remaining County budget without the hospital component is \$52,507,067
- Reviewing what can be afforded for salary/cost of living increases for employees
- Operating costs are hard to project in the current economy – limited to utility and fuel costs
- Decreased revenue projections:
 - o Severance Tax reduction
 - o Interest rate increases
- Funds identified as being of most concern are:
 - o General Fund (supports 40 departments)
 - o Road & Bridge Department
 - o Landfill
 - o Capital Projects
 - o Department of Human Services
 - o Health & Welfare
 - o Jail
 - o Public Health

o Lease Purchase Fund

Bohrer asked the required three times if anyone wanted to testify either for or against this request; there was none. The Public Hearing was closed.

Villard made a motion to approve the preliminary proposed 2024 budget as presented today. Broom seconded the motion. Motion carried 3-0.

Meeting adjourned at 8:55 am

The next scheduled BOCC meeting is Tuesday, October 24, 2023

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

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

October 16, 2023 – Special Meeting

In attendance: Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Jeff Comstock; T. Wright Dickinson; Tom Kleinschnitz

Commissioner Bohrer is out of the office

Call to Order

Commissioner Villard called the meeting to order at 8:33 am

Natural Resources Department – Jeff Comstock & T. Wright Dickinson

- Road Maintenance Permit with Vermillion Ranch, LP (see attached)

This is the third time this road maintenance permit has come up for renewal. Under the RS-2477 rights of way protocol, Moffat County can authorize a responsible party to maintain a road on our behalf on Federal lands. We have a 50-year agreement with the Fish & Wildlife Service and a 20+ year agreement with the BLM. October 6, the applicant, County, and US Fish and Wildlife Service met on site to discuss and agree upon necessary maintenance for the South River Road of the Brown's Park Refuge, which ends at one end of the Dickinson's property. Maintenance is necessary for Dickinson to be able to move hay. The renewal of the permit is normally done five years at a time, however, this time, we are proposing a 25-year permit, with the condition that when maintenance is necessary, new maps and a meeting with USFWS will occur in advance of maintenance taking place.

Broom moved to approve the Road Maintenance Permit with Vermillion Ranch, LP. Villard seconded the motion. Motion carried 2-0.

- Memo of Understanding between Moffat County and Routt County regarding Operation of the Lower Yampa River Augmentation Plan Across County Boundaries (see attached)

Comstock and Commissioner Bohrer went to Routt County and spoke with the Routt County Commissioners regarding Operation of the Lower Yampa River Augmentation Plan Across County Boundaries. The only portion of Routt County that the augmentation plan would apply to is the watershed area directly east of Elkhead Reservoir. Routt County had a lot of debate about whether they should give us a Letter of Support or a Memo of Understanding. Moffat County requested a Memo of Understanding.

Broom moved to approve the Memo of Understanding between Moffat County and Routt County regarding Operation of the Lower Yampa River Augmentation Plan Across County Boundaries. Villard seconded the motion. Motion carried 2-0.

- Letter of Support for passenger rail service to Colorado Transportation Commission (see attached)

This letter of support to the Transportation Commission would be requesting a feasibility study of passenger rail service on the rail lines that currently are used for shipping coal. This is more in support of Routt County, who wants it for transporting skiers from the Front Range and employees to their jobs.

Broom moved to approve the Letter of Support for passenger rail service to Colorado Transportation Commission. Villard seconded the motion. Motion carried 2-0.

Meeting adjourned at 8:46 am

The next scheduled BOCC meeting is Tuesday, October 24, 2023

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2023-107
VOIDED WARRANTS RESOLUTION
FOR THE MONTH OF OCTOBER

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:

10/24/2023

TO: WARRANT FUND 10-0000-2003 \$ 250.00 dr

VOID FUND	WARRANT #		VENDOR NAME	
General Donation	436628	7.31.23	City of Craig	\$ 250.00

FROM: WARRANT FUND 10-0000-1001 \$ 250.00

Adopted this 24th day of October, 2023

Chairman

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

I, Stacy Morgan, County Clerk and Ex-officio Clerk to the Board of County Commissioners, County of Moffat, State of Colorado do hereby certify 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 24th day of October, A.D. 2023

County Clerk & Ex-officio

cr

RESOLUTION 2023-108

A RESOLUTION APPROVING THE 2024 STRATEGIC PLAN AND BUDGET FROM THE MOFFAT COUNTY LOCAL MARKETING DISTRICT (“MCLMD”) AS ITS OPERATING PLAN FOR THE YEAR 2024

WHEREAS, pursuant to C.R.S. §29-25-110, an Operating Plan for the Moffat County Local Marketing District (henceforth called “MCLMD”) is required to be approved or disapproved by December 5, 2023 for the next fiscal year, which is the year commencing January 1, 2024 and ending on December 31, 2024; and

WHEREAS, the current Board of Directors of the MCLMD has been appointed pursuant to C.R.S. §29-25-108 (1)(b), and also pursuant to Resolutions passed by the City Council of Craig, the Board of County Commissioners of Moffat County, and the Town Council of Dinosaur; and

WHEREAS, the Board of Directors of the MCLMD has filed a document called “2024 Strategic Plan”, setting forth its operating plan and proposed budget for the next fiscal year with the clerks of the three entities consisting of the City Council of Craig, the Board of County Commissioners of Moffat County, and the Town Council of Dinosaur as required by C.R.S. §29-25-110; and

WHEREAS, the Operating Plan of the MCLMD for 2024, must be approved or disapproved by the governing bodies of the City of Craig, the Town of Dinosaur and by Moffat County within thirty (30) days after receipt of such operating plan and all requested documentation relating thereto, and

WHEREAS, the Board of County Commissioners of Moffat County is acting as a member of the combination of local governments required to approve or disapprove the Operating Plan and proposed budget of the MCLMD for 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS, MOFFAT COUNTY, COLORADO:

The Operating Plan and proposed budget of the Moffat County Local Marketing District for 2024 as presented by the Moffat County Local Marketing District on October 3, 2023, and delivered electronically in final format on October 16, 2023, is hereby APPROVED and ADOPTED.

READ and APPROVED this 24th day of October, 2023, by the Moffat County Board of County Commissioners, Moffat County, Colorado.

MOFFAT COUNTY BOARD OF COUNTY
COMMISSIONERS

Tony Bohrer, Chair

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

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

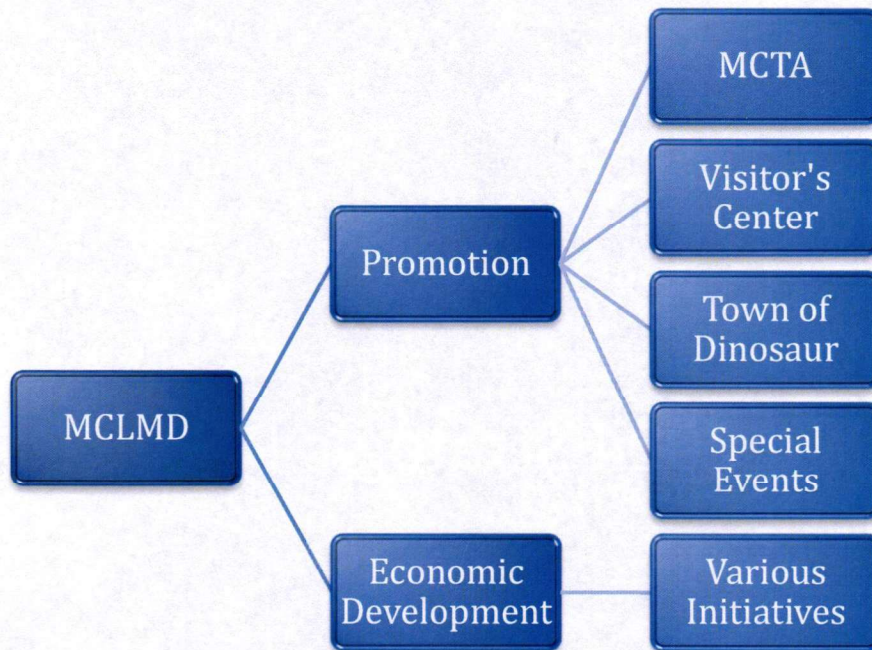
Witness my hand and seal of the County this 24th day of October, 2023

MCLMD

2024 Strategic Plan

Mission

The Moffat County Local Marketing District (MCLMD) will support, enhance and encourage initiatives that create economic diversification, development, and stability for Moffat County. This will include, but is not limited to, the promotion of Moffat County as a premier recreation and tourism destination.



Background

The MCLMD board continues to maintain our key stakeholder partnerships with Moffat County Tourism Association (MCTA), Craig Chamber of Commerce, City of Craig, Moffat County, and the Town of Dinosaur.

All these entities are vested in the future success of Moffat County. With the reality of a significant reduction in coal generated electricity and mining activities less than two years away; it is imperative that all stakeholders recognize the urgency of creating and sustaining a diverse economy and expedite efforts to achieve this paradigm shift. As MCLMD plans for 2024, it must also recognize the impending sunset of the current ballot initiative scheduled for the end of 2025. With the scheduled closing of one of the power plant units also scheduled

for 2025; the MCLMD and Moffat County's voting population must decide if the lodging tax revenue is still a viable and valuable source of funds for Moffat County to aggressively pursue those strategies and initiatives that will continue to strengthen our economy and tourism industry.

MCLMD's revenue stream for 2022 continued to rebound from the blip in revenue experienced during the COVID pandemic. For the year ending 2022, the revenue collected was \$388,198, up from \$338,730 collected in 2021. Lodging revenue has remained strong in 2023 thanks to plant outages and powerline construction. Also, the consolidation of available hotel rooms has increased the rates charged by the hoteliers. While the revenue for 2023 is trending to finish similar to the 2021 and 2022 average of \$363,000 the MCLMD is using a conservative estimate for its 2024 budgeted revenue of \$325,000. This conservative estimate reflects anticipated reduction in hunting season traffic due to the winter kill experienced during the 2022/23 winter. As of financial information provided as of August 31, 2023, YTD lodging tax collected through June 30, 2023, is \$161,920. This trended to 18% increase year-over-year compared to June 2022. MCLMD expects to meet its \$275,000 budget revenue estimate for 2023.

During 2023, MCLMD continued to fund various existing and new events, provided prize money for a local business plan competition, funding for the updated mural for the old drive-in, committing to funding the transition gap for Open Heart Advocates, and other initiatives to help diversify Moffat County's economic base. MCLMD must continue to leverage past reserves and future revenues streams to fund projects and strategies that will provide long term tangible results. MCLMD will continue to be a primary source to fund initiatives that align with our strategic plan. It is imperative that the community stakeholders continue to focus on strengthening, diversifying, recruiting, and stabilizing our tourism industries and economic profile.

MCLMD continues to be limited in how tax revenue can be used to further our strategic plan. This limitation illustrates the need for all municipal entities working together to steward economic development into projects that are tangible and deliverable to the citizens of Moffat County. As the future of the MCLMD ballot initiative is contemplated, careful consideration must be given to expanding the scope of the fund uses for capital projects. Recent state of Colorado legislation now allows for funds to be used for capital projects, subject to the limitations of this revised statute.

2024 Strategic Plan

The 2024 Strategic Plan will focus on our Cornerstone Projects while continuing to assist with funding events to draw tourists to Moffat County. The MCLMD will continue to uphold the will of the voters to implement a plan to diversify and develop the Moffat County economy, and to effectively promote its physical attributes. We expect that the Ex Officio Board be constructive and critical in its review of this plan. The MCLMD will use this feedback to evaluate the strengths and weaknesses of this plan.

For 2024, the MCLMD strategic plan will be focused on four areas. Those areas include, 1.) Economic Development; 2.) Community Marketing / Promotion; 3.) Cornerstone Projects; and 4.) Signature Event Support. This plan will be governed by C.R.S. 29-25-101. This plan will also be governed by collaboration between MCLMD, MCTA, and the Visitor's Center (both Craig and Dinosaur) and other governmental entities as necessary. Input will also be solicited from the Craig Chamber of Commerce, Downtown Business Association, City of Craig Economic Development Advisory Committee, and concerned community members to collaborate on other projects that will promote Moffat County and develop its economy.

Economic Development

1. Moffat County faces the reality that three major employers will have shut down operations or significantly scaled back their operations. This reduction may start anytime between the next twelve to thirty-six months. MCLMD will support any efforts to identify alternative uses for our natural resources or industries that can capitalize on the infrastructure already created by such entities. MCLMD will also assist in other strategies designed to diversify and stabilize our local economy. Strengthening the economy also includes community development. The MCLMD will be an active participant in the discussion of community housing and regional transportation.

Community Marketing

1. MCLMD sees the need for an effective promotion of Moffat County, not only for recreation but also to attract businesses. The opportunity to promote various economic opportunity zones is time sensitive and MCLMD wants to assist in any way possible to expedite a prospectus for investors. With the construction of the river park and redevelopment of the courthouse space, MCLMD could entertain any partnership opportunities to promote these assets.
2. *(Holdover Goal from 2023 Plan)* MCLMD will begin a campaign to gain recognition for the contributions we make to economic expansion and diversification; support

for local events; and other programs promoting tourism and our community. This includes but is not limited to 'Big Check' presentations for project supports; creating an Annual Report; quarterly ads (either print or on social media); consistent updates to stakeholder partners; and overall marketing. MCLMD receives its funding from visitors to our community, this revenue source is set to sunset in 2025. If the community wants to continue to reinvest after 2025, MCLMD needs to showcase its accomplishments to gain community awareness.

3. MCLMD will continue to allocate funds to support community events. Funds will also be allocated to events, initiatives, and organizations that capitalize on the natural resources existing in Moffat County. These funds will be allocated with stipulations that each event, initiative, and organization will be evaluated based on its role in community development, number of visitors attracted, depth of business plan, financial viability, and how the event correlates to Moffat County's future vision. Special events should enhance community development. These events should also utilize data to evaluate their event's ability to draw outside visitors and how to determine how to increase participation through focused marketing efforts.
4. Provide financial support to the Moffat County Visitor's Center subject to review of a detailed and complete financial information regarding operating expenses and revenues.
5. Provide a consistent and predictable funding process for event funding. This entails having one grant request session for existing events. The deadline for funding requests will be December 31, 2023. MCLMD will entertain requests for new events as they are received.

Cornerstone Projects for 2024

1. **Economic Development** – Provide financial support for economic development initiatives as presented by various local organizations and community individuals focused on looking forward to the economic diversification of Moffat County. Also, providing resources and tools for those seeking funding to properly develop viable business plans and budgets to create sustainable local business.
 2. **Community Marketing / Attraction**– Financially support efforts to advertise key partners, events, initiatives, and organizations.
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3. **Town of Dinosaur Project Development and Strategic Support** – Set aside line-item reserve to fund any projects or support any activities that fulfill the 2024 LMD objectives as previously mentioned.
4. **Annual Report** – MCLMD will provide an annual report to key partners and the community highlighting board accomplishments through the utilization of Lodging Tax Revenue.
5. **Support of Recreational Opportunities** – Place an emphasis on events, initiatives, and organizations that capitalize on Moffat County's natural resources.

2024 Budget Strategy

Based on the 2024 strategic plan and objectives listed above, the LMD Board proposes to amend the budget to reflect the following allocation strategy.

- Estimated 2024 Lodging Tax Revenue: \$325,000
- Financial support up to \$100,000 for existing events
- Financial support up to \$15,000 for MCLMD operational expenses
- Financial support up to \$15,000 for new events
- Financial support up to \$20,000 for Colorado High School Finals Rodeo
- Financial support up to \$75,000 for Strategic Partners
- Financial support up to \$100,000 for projects and initiatives which align with our Cornerstone projects.
- MCLMD earmarks \$534,094.25. of historical, present, and future revenue for cornerstone projects, and new / emerging initiatives and/or projects emerging in 2024 and requesting MCLMD funds (subject to MCLMD's statutory funding guidelines).
- This creates total possible budget expenditures of \$859,094.25.

RESOLUTION 2023-109
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF OCTOBER 2023

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

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

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

FROM FUND:	Check Date:	10/24/2023		
General	110	<u>\$201,886.91</u>	CR	0010.7000
Road & Bridge	200	<u>\$138,267.12</u>	CR	0020.7000
Landfill	240	<u>\$42,087.32</u>	CR	0070.7000
Airport	260	<u>\$9,629.72</u>	CR	0120.7000
Emergency 911	270	<u>\$74.83</u>	CR	0350.7000
Capital Projects	510	<u>\$1,688.00</u>	CR	0160.7000
Conservation Trust	211	<u>\$3,392.46</u>	CR	0060.7000
Library	212	<u>\$2,888.93</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$712.77</u>	CR	0280.7000
Health & Welfare	720	<u>\$109,827.44</u>	CR	0080.7000
Senior Citizens	215		CR	0170.7000
Internal Service Fund	710	<u>\$569.04</u>	CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219		CR	0320.7000
PSC - JAIL	210	<u>\$22,139.03</u>	CR	0072.7000
Human Sevices	220	<u>\$2,288.85</u>	CR	0030.7100
Public Health	250	<u>\$7,978.40</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$9,719.99</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$9,278.26</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	<u>\$1,095.00</u>	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		<u>\$563,524.07</u>	DR	

Adopted this 24th day of October, 2023

Chairman

RESOLUTION 2023-110
PAYMENT OF PAYROLL WARRANTS
Payroll Ending 10/14/2023

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

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

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

Pay Date 10/27/23 Payroll

FROM FUND:

General	0010.7000	\$270,485.14	cr
Road & Bridge	0020.7000	\$171,965.53	cr
Landfill	0070.7000	\$16,366.20	cr
Airport	0120.7000	\$792.04	cr
Library	0130.7001	\$11,245.33	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$9,037.89	cr
Mo Co Tourism	0320.7000	\$3,505.64	cr
PSC Jail	0072.7000	\$72,084.93	cr
Human Services	0030.7100	\$73,938.42	cr
Public Health	0065.7000	\$13,028.41	cr
SM I	0168.7000	\$3,998.60	cr
SM II	0169.7000	\$4,687.26	cr

TO FUND:

Warrant	0100.1000	\$651,135.39	dr
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Adopted this 24th day of October, A.D. 2023

Chairman

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

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

RESOLUTION 2023-111
VOIDED WARRANTS RESOLUTION
FOR THE MONTH OF OCTOBER

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:

10/24/2023

TO: WARRANT FUND		10-0000-2003		\$ 92.03	dr
VOID FUND	WARRANT #		VENDOR NAME		
Maybell Sewer Duplicate	437009	10.10.23	Virgil Head	\$ 90.00	
General Wrong Vendor	437155	10.24.23	Napa Care Care	\$ 2.03	
FROM: WARRANT FUND		10-0000-1001		\$ 92.03	

Adopted this 24th day of October, 2023

Chairman

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

I, Stacy Morgan, County Clerk and Ex-officio Clerk to the Board of County Commissioners, County of Moffat, State of Colorado do hereby certify 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 24th day of October, A.D. 2023

County Clerk & Ex-officio

cr

RESOLUTION 2023-112
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF OCTOBER 2023

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

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

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

FROM FUND:	Check Date:	10/24/2023		
General	110	<u>\$19,136.79</u>	CR	0010.7000
Road & Bridge	200	<u>\$4,028.21</u>	CR	0020.7000
Landfill	240	<u>\$359.21</u>	CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270	<u>\$3,432.30</u>	CR	0350.7000
Capital Projects	510	<u>\$4,107.14</u>	CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$704.07</u>	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720		CR	0080.7000
Senior Citizens	215	<u>\$1,793.12</u>	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520	<u>\$1,057.84</u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$3,618.47</u>	CR	0320.7000
PSC - JAIL	210	<u>\$3,788.56</u>	CR	0072.7000
Human Sevices	220	<u>\$3,290.47</u>	CR	0030.7100
Public Health	250	<u>\$5,014.22</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$434.93</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$808.15</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	<u>\$2,399.31</u>	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		<u>\$53,972.79</u>	DR	

Adopted this 24th day of October, 2023

Chairman

**CERTIFICATES OF PARTICIPATION
SERIES 2021**

COUNTY REPRESENTATIVE CERTIFICATE

IT IS HEREBY CERTIFIED THAT Catherine Nielson, a specimen of whose signature appears below, is hereby appointed as a "County Representative," as the term is defined in the Lease Purchase Agreement dated as of May 27, 2021 (the "Lease"), between BOKF, N.A., acting solely in its capacity of trustee (the "Trustee"), as lessor, and Moffat County, Colorado (the "County"), as lessee, and that such person is authorized to act on behalf of the County for the purpose of performing any act under the Lease, the Site Lease dated as of May 27, 2021 between the County, as lessor, and the Trustee, as lessee, and the Indenture of Trust dated as of May 27, 2021 by the Trustee. The above-named person shall serve in such capacity until their successor or successors are named in a certificate given to the Trustee and executed by the Chair of the Board of County Commissioners of the County.

Set forth below is the specimen signature of the County Representative:


Catherine Nielson, County Representative

IN WITNESS WHEREOF, the County has caused this certificate to be executed this 24th
day of October, 2023.

MOFFAT COUNTY BOARD OF COUNTY
COMMISSIONERS

Tony Bohrer, Chair

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

COLORADO LOCAL HEALTH AGENCY
INDIRECT COST NEGOTIATION AGREEMENT

Local Health Agency

Date: September 6, 2023

Moffat County
221 W Victory Way, Ste. 115
Craig, CO 81625

FILING REF: This replaces the
Negotiation Agreement for the
1-1-23 to 12-31-23 Indirect Rate

The indirect cost rate(s) approved in this agreement are for use on grants, contracts and other agreements with the Colorado Department of Public Health and Environment to which the Office of Management and Budget Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), applies subject to the limitations contained in Section II, A., of this agreement. The rate(s) was negotiated by the Moffat County and the Colorado Department of Public Health and Environment.

SECTION I: RATES

Type	Effective Period		Rate*	Location	Applicable To
	FROM	TO			
Fixed	1/1/24	12/31/24	17.73%	All	Contracts - CDPHE

*Base: Total Direct Salaries and Wages

Treatment of Fringe Benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs.

SECTION II: GENERAL

A. LIMITATIONS: Use of the rate(s) contained in this agreement is subject to any statutory or administrative limitations and is applicable to a given grant or contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the conditions: (1) that no costs other than those incurred by the grantee/contractor or allocated to grantee/contractor via an approved Central Service cost allocation plan were incurred in its indirect cost pool as finally accepted and that such incurred costs are legal obligations of the grantee/contractor and allowable under the governing cost principles, (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs, (3) that similar types of costs have been accorded consistent treatment, and (4) that the information provided by the grantee/contractor which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate.

B. AUDIT: Adjustments to the amounts resulting from audit of the cost allocation plan upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation.

C. CHANGES: If a fixed or predetermined rate(s) is contained in this agreement it is based on the organizational structure and the accounting system in effect at the time the proposal was submitted. Changes in the organizational structure or changes in the method of accounting for costs require the prior approval of the authorized representative of the CDPHE. Failure to obtain such approval may result in subsequent audit disallowances.

D. FIXED RATE(S): The fixed rate(s) contained in this agreement is based on an estimate of the costs which will be incurred during this period for which the rate applies. When the actual costs for such period have been determined, an adjustment will be made in the negotiation following such determination to compensate for the difference between that cost used to establish the fixed rate and that which would have been used were the actual costs known at the time.

E. NOTIFICATION TO OTHER LOCAL HEALTH AGENCIES: Copies of this document may be provided to other local health agencies if requested by them.

F. SPECIAL REMARKS: CDPHE programs currently reimbursing indirect costs to this Local Health Agency by means other than the rate(s) cited in this agreement should be credited for such costs and the applicable rate cited herein applied to the appropriate base to identify the proper amount of indirect costs allocable to the program.

Local Health Agency

Colorado Department of Public
Health and Environment

Name

Title

Date

Melissa Canaday
Digitally signed by Melissa
Canaday
Date: 2023.09.06 13:35:27 -06'00'

Melissa Canaday
Name

Internal Audit Manager
Title

September 6, 2023
Date

DEPARTMENT OF TRANSPORTATION DBE PROGRAM – 49 CFR PART 26

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

Moffat County and the City of Craig, Colorado, hereafter referred to as the Sponsor, owner of Craig-Moffat County Airport, has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Sponsor has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, The Sponsor has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of the Sponsor to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the Sponsor's policy to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of DOT- assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. Promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
7. Assist the development of firms that can compete successfully in the market place outside the DBE Program; and
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Candace Miller, Airport Manager has been delegated as the DBE Liaison Officer. In that capacity, Candace Miller is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Sponsor in its financial assistance agreements with the Department of Transportation.

The Sponsor has disseminated this policy statement to the Board of County Commissioners, City Council and all of the components of our organization. This statement has been distributed to DBE and non-DBE business communities that may perform work on the Sponsor's DOT-assisted contracts. The distribution was accomplished by advertising the policy statement on the City of Craig website and displaying it in the City Hall.

Tony Bohrer, Chair
BOCC, Moffat County

Date

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 Masterworks Mechanical, Inc. ("Contractor"), whose address is 461 Yampa Avenue Craig, CO 81625 and whose telephone number is 970-824-4840.

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 Contractor entered into a written Agreement dated September 12th, 2023 (the "Agreement"), entitled "Agreement", concerning the following subject matter: Replace 4 Rooftop units at the Moffat County Public Safety center located at 800 W. 1st Street Craig, CO 81625 **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 Contractor now desire to amend the Agreement and the prior Amendments thereto, if any, as follows:

- County wishes to extend the Contract of Services agreement for the replacement RTU's at the Public safety center with 3 of 4 units being installed on or before 12/31/2023, and the remaining unit installed by 6/30/2024.

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:

Masterworks Mechanical Inc

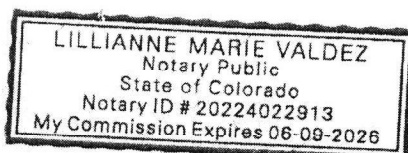
By: [Signature]
Masterworks Mechanical Inc

STATE OF COLORADO)
COUNTY OF Moffat) ss.

The foregoing instrument was acknowledged before me this 19 day of October, 2023

MY COMMISSION EXPIRES: 06/09/2026

[Signature]
Notary Public
461 Yampa Avenue
Address of Notary Public



Fair Board Open Seat Summary

[illegible]

Planning & Zoning Public Hearing
October 24th @ 8:45 am

Let the record show today's posted public hearing(s) regarding the following applications for Barbara Lynette Haskins:

Conditional Use Permit:

C-23-04

Proposed Use: 5 Seasonal/Long-term Rental Cabins w/Bathhouse

Location: T7N, R95W – Section 32
34 Collom Street Maybell, CO

Zone Variance Permit:

V-23-01

Proposed Variance: 2 cabins on the east side of property are closer to lot line than required by 10' set back.

Location: Lots 13-18, Block 14; Maybell Townsite

Application for Road/Alley Vacation:

RV-23-03

Proposed Road/Alleys to Vacate: Alley between Nottingham & Haskins Parcel

Location: Lots 13-18, Block 14; Maybell Townsite

These agenda items were advertised in the Craig Press on October 13 & 20, 2023



Moffat County Planning Department
1198 West Victory Way, Suite 107
Craig CO 81625
(970) 824-9148

NO C- 02304
Fee \$200.00
Date Paid 8/21/2023
check # 1010

APPLICATION FOR CONDITIONAL USE

Applicant BARBARA LYNNETTE HASKINS Phone # 970-269-3090

Email address: BLYNHASKINS@GMAIL.COM

Address 32 COLLOM ST. MAYBELL COLORADO 81640

Landowner SAME AS ABOVE Phone # ABOVE

Address ABOVE

Agent if any N/A Phone # —

Address —

Acreage 0.48 ACRES Zoned —

Legal Description: Address 34 COLLOM ST Section 32 Township 7N Range 95

Driving Directions WEST OF CRAIG ON HIGHWAY 40 APPROX 30 MILES TO
MAYBELL, TAKE FIRST LEFT ON COLLOM ST, PROCEED APPROX
200 YARDS, LOTS ON LEFT SIDE

Proposed Use (Describe in Detail) SEASONAL CABINS WITH BATHHOUSE, FOR
LONG-TERM RENTALS (5 CABINS)

Proposed Starting Date — Proposed Completion Date —

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

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

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

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

Applicant / Agent Signature: Barbara Lynnette Haskins Date: 8-18-2023
Landowner Signature: Barbara Lynnette Haskins Date: 8-18-2023
Or copy of lease contract.

INSTRUCTIONS FOR CONDITIONAL USE APPLICATION

Map drawn to scale and Textual information should include:

- 1 Text - legal description and acreage This may be obtained at the County Assessor's office
- 2 Printout of adjacent landowners' names and addresses These may be obtained at the County Assessor's office
- 3 Map - showing property boundary lines
- 4 Map - showing the written names of adjacent landowners (outside of boundary lines)
Adjacent landowners' names may be obtained at the County Assessor's office.
- 5 Map - draw in location of existing residence and out buildings
- 6 Map - draw in location of new use, i.e. second residence, new business, etc.
- 7 Map - draw in location of water wells, existing septic system and proposed new septic system.
- 8 Map - measure and write in the distance between existing and proposed residences and buildings from each other and from boundary lines of property.
- 9 Map - draw in and identify all driveway and access roads in and out of property.

The application must provide detailed textual information explaining what the use is and why you are applying for the Conditional Use Permit.

Submitting Application

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

C-23-04

PLANNING COMMISSION ACTION:

- () Tabled
() Denied, pursuant to the following findings:
(x) Approved, pursuant to the following findings:

Shirley H. H. H.
Chairman, Planning Commission

10/3/2023
Date

BOARD OF COUNTY COMMISSIONERS ACTION:

- () Tabled
() Denied, Pursuant to the following findings:
() Approved, pursuant to the following findings:

Chairman, Board of County Commissioners

Date



Moffat County Planning Department
1198 West Victory Way, Suite 107
Craig, Co. 81625
(970) 824-9148

No. V- 23-61
Fee: \$175.00
Date Paid 8/21/2023
Check # 1010

APPLICATION FOR ZONE VARIANCE

Applicant: BARBARA LYNNETTE HASKINS Phone #: 970-269-3090
Email Address: BLYNNHASKINS@GMAIL.COM
Address: 32 COLLOM STREET
Owner: BARBARA LYNNETTE HASKINS Phone #: SAME AS ABOVE
Address: SAME
Agent, if any: N/A Phone #: _____
Address: _____
Acreage, if applicable: _____ Zoning: _____
Legal description: LOTS 13-18 BLOCK 14 MAYBELL TOWNSITE

Proposed Variance (Describe in detail, give reasons why variance is needed):
2 CABINS ON EASTSIDE OF PROPERTY ARE CLOSER TO LOT LINE
THAN THE REQUIRED 10' SETBACK

List the names and addresses of adjacent property owners within a 200 foot perimeter, according to the Moffat County Assessor's Office tax

We, the undersigned owners of property hereby certify that we understand the applicant's proposed variance from the existing zoning standards and recommend that the application be granted. Signatures are desirable, but not required.

NAME	ADDRESS	SIGNATURE	DATE
<u>Vaney Estes</u>	<u>PO Box 155 Maybell</u>	<u>[Signature]</u>	<u>8/17/23</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Include a map drawn to scale, showing the location of the property, roads and easements in relation to the proposed Zone Variance, and names of adjacent property owners. The map should include at least a 200-foot perimeter and show access to the property from a public road.

The below signed hereby authorizes the Moffat County Planning Director to conduct an on-site inspection of the property described herein when necessary to make an informed evaluation of the proposed Zone Variance.

Submitting Application

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

After Planning Director review, legal notices are posted by the County at least 15 days prior to consideration by the Board of County Commissioners.

The County Commissioners may grant variances from the provision of the County Zoning Resolution only where all of the following conditions are found to exist:

1. The variance would not authorize any use other than uses enumerated as a use-by-right in the zone district.
2. That an unnecessary hardship to the owner could be shown to occur if the provisions of the Zoning Resolution are literally followed.
3. That the circumstances found to constitute a hardship either were not created by the owner, or were in existence at the time of passage of the Zoning Resolution, and are not due to, nor were a result of, general conditions in the zone district, and cannot reasonably be corrected.
4. That the variance would not injure the value of, use of, or prevent the proper access of light and air to the adjacent properties.
5. That the variance would not be out of harmony with the intent and purpose of the Zoning Resolution.

Approval of a Zone Variance Application permits a designated use on a site without a time limitation.

The applicant and/or owner is responsible for ensuring that all other applicable property development standards for the zone district are complied with.

Applicant Signature: Barbara Lynnette Hiskens **Date:** 08-17-2023

Agent Signature: _____ **Date:** _____

V-23-01

PLANNING COMMISSION ACTION:

- () Tabled
() Denied, pursuant to the following findings:
(☒) Approved, pursuant to the following findings:
-
-

Shawna McNeill
Chairman, Planning Commission

10-3-2023
Date

BOARD OF COUNTY COMMISSIONERS ACTION:

- () Tabled
() Denied, Pursuant to the following findings:
() Approved, pursuant to the following findings:
-
-

Chairman, Board of County Commissioners

Date

Resolution 2023-113
VACATION OF ALLEYWAY

WHEREAS, the following owner of real estate in the County of Moffat, State of Colorado, to wit:

Barbara Lynnette Haskins has petitioned this Board for vacation of the following described roadways in Moffat County:

The unimproved alley in the Townsite of Maybell along the southerly boundary line of LOTS 7, 8, 9, 10, 11, and 12 of Block 14 and the northerly boundary lines of LOTS 18, 17, 16, 15, 14, and 13 of Block 14, Section 32, Township 7 North, Range 95 West of the 6th P.M., County of Moffat, Colorado.

AND WHEREAS, notice has been properly served by legal notice giving the time and place for public hearing on the proposed vacation,

AND WHEREAS, it appears that the above-described alleyway sought to be vacated lies entirely within the County of Moffat, and does not lie within any incorporated entity within the County of Moffat,

AND WHEREAS, it appears that there are no rights-of-way or easements presently in use across same which need to be reserved,

NOW THEREFORE BE IT RESOLVED that the above-described real property situated in the County of Moffat and State of Colorado be and the same is hereby vacated without reservations of any rights-of-way or easements.

The above and foregoing Resolution was, on motion duly made and seconded, adopted by the Board of County Commissioners of Moffat County, Colorado on this 24th day of October, 2023.

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

Tony Bohrer, Chair

STATE OF COLORADO)
) ss.
COUNTY OF MOFFAT)

I, Erin Miller, Deputy Moffat County Clerk and Ex-officio to the Moffat County Board of County 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 above.

Witness my hand and the seal of said County this 24th day of October, 2023.

By: _____
Erin Miller, Deputy Clerk & Recorder & Ex-officio



Moffat County Planning Department
1198 W. Victory Way Suite 107
Craig, Co. 81625
(970) 824-9148

RV-23-03
Fee: \$50.00
Date Paid 8/21/2003

check #1010

APPLICATION FOR ROAD/ALLEY VACATION

Applicant: BARBARA LYNNETTE HASKINS Phone #: 970-269-3090

Email Address: BLYNNHASKINS@GMAIL.COM

Address: 32 COLLOM ST. MAYBELL COLORADO

Legal description of Applicant's Property:

LOTS 13-18, BLOCK 14 MAYBELL TOWNSITE

Proposed Roads/Alleys to Vacate:

ALLEY BETWEEN PARCEL ID. [#] 064932113002, EMMETT NOTTINGHAM
AND PARCEL ID. [#] 064932113003, BARBARA LYNNETTE HASKINS

List the names and addresses of adjacent property owners within a 200 foot perimeter, according to the Moffat County Assessor's Office tax rolls.

NAME

ADDRESS

EMMETT R. NOTTINGHAM

36 COLLOM ST. MAYBELL COLORADO

BARBARA LYNNETTE HASKINS

32 COLLOM ST. MAYBELL COLORADO

NANCY L. ESTES

PARCEL ID. [#] 064932113001

Include a map drawn to scale, showing the location of the property and roads and/or alleys to be vacated.

The below signature hereby authorizes the Moffat County Planning Director to conduct an on-site inspection of the property described herein when necessary to make an informed evaluation of the proposed road/alley vacation.

Submitting Application

Application, maps and accompanying textual documents must be turned in to the Planning Department 21 days before the next Board of County Commissioner's Meeting on the second Tuesday of each month. A notice of the hearing will be mailed to all adjacent landowners and will be advertised in the Legal Section of the Craig Daily Press. It is required that the applicant attend the Board of County Commissioner's meeting.

Applicant Signature: Barbara Lynette Watkins Date: 08-18-2023

BOARD OF COUNTY COMMISSIONERS ACTION:

- () Tabled
() Denied, Pursuant to the following findings:
() Approved, pursuant to the following findings:

Chairman, County Commissioners

Date

I EMMETT NOTTINGHAM, FORGO THE OWNERSHIP
OF 1/2 OF THE ALLEY DESCRIBED ABOVE, LYNN HASKINS
CAN HAVE MY HALF.

Robert Emmett Nottingham
8/17/2023

PLANNING COMMISSION ACTION:

- () Tabled
- () Denied, pursuant to the following findings:
- ☒ Approved, pursuant to the following findings:



Chairman, Planning Commission

10-3-2023

Date

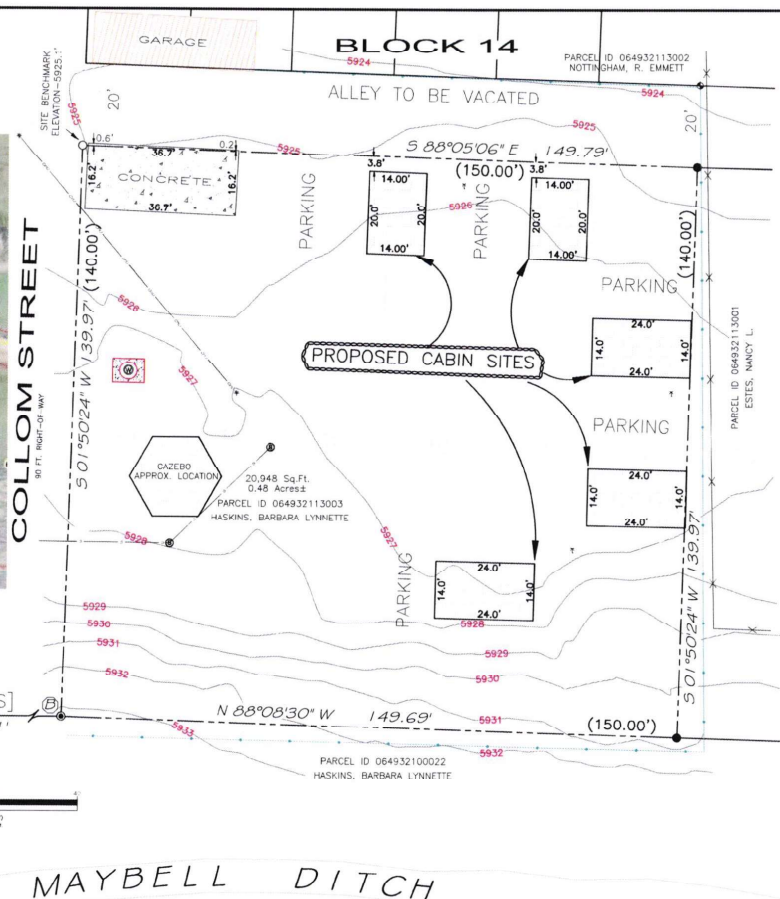
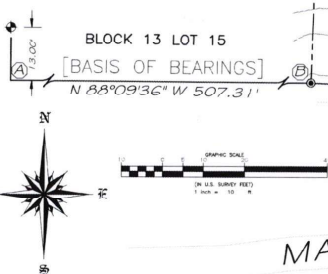
BOARD OF COUNTY COMMISSIONERS ACTION:

- () Tabled
- () Denied, Pursuant to the following findings:
- () Approved, pursuant to the following findings:

Chairman, Board of County Commissioners

Date

LOTS 13-18, BLOCK 14 MAYBELL TOWNSITE
BEING A PART OF THE NORTH ONE HALF OF SECTION 32,
TOWNSHIP 7 NORTH, RANGE 95 WEST OF
THE 6TH PRINCIPAL MERIDIAN.
COUNTY OF MOFFAT, STATE OF COLORADO



PROJECT NO. 2023014	No. 34 COLUMBIA STREET CORNERSTONE BOUNDARY CONSULTANTS, LLC PRELIMINARY SKETCH PLAN LOTS 13-18 BLOCK 14 MATTHEW TOWNSHIP SECTION 32 T7N R9S W 6TH P.M.
PROJECT NO. 2023014	NO. 34 COLUMBIA STREET CORNERSTONE BOUNDARY CONSULTANTS, LLC PRELIMINARY SKETCH PLAN LOTS 13-18 BLOCK 14 MATTHEW TOWNSHIP SECTION 32 T7N R9S W 6TH P.M.

ORDINANCE NO. 2023-0822

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF MOFFAT, STATE OF COLORADO**

MOFFAT COUNTY OPEN FIRE AND OPEN BURNING RESTRICTION ORDINANCE

WHEREAS, the Board of County Commissioners of the County of Moffat ("Board"), pursuant to Sections 30-11-107(1)(a) and 30-15-401, *et seq.*, C.R.S., has the general enabling power to adopt ordinances, resolutions, rules and other regulations as may be necessary for the control or licensing of those matters of purely local concern, and to do all acts which may be necessary or expedient to promote the health, safety, and welfare of the citizens of Moffat County; and

WHEREAS, pursuant to Section 30-15-401(1)(n.5)(I), C.R.S., the Board has specific authority to adopt an ordinance banning open fires to a degree and in a manner that the Board deems necessary to reduce the dangers of wildfires within those portions of the unincorporated areas of the County where danger of prairie or grass fires is found to be high; and

WHEREAS, Section 30-15-405, C.R.S., provides that, except for ordinances calling for special elections or necessary to the immediate preservation of the public health or safety and containing the reasons making the same necessary, such ordinances shall not take effect and be in force before thirty days after they have been so published; however, an excepted ordinance shall take effect upon adoption; and

WHEREAS, the Sheriff of Moffat County ("Sheriff") is authorized under the provisions of Section 30-10-512 and 30-10-513, C.R.S., to act as fire warden of the County in case of prairie or grass fires, and to assume charge or assist other governmental authorities in controlling or extinguishing grass or prairie fires; and

WHEREAS, the Sheriff has appointed a Fire Management Officer to act on his behalf in matters relating to fire prevention and fire control in Moffat County; and

WHEREAS, open fires and open burning can be a prime cause of grass and prairie fire in Moffat County; and

WHEREAS, the Sheriff, through the Fire Management Officer, monitors fire weather conditions and fire danger ratings; and

WHEREAS, fire danger ratings and restrictions need to be coordinated among the various fire agencies within the County and surrounding Counties; and

WHEREAS, objective criteria have been developed among cooperating counties, and state and federal agencies; and

WHEREAS, changing conditions require that fire restrictions need to be implemented and/or released in a timely manner;

WHEREAS, the Board finds that competent evidence indicates that the danger of grass and prairie fires in Moffat County is periodically high, and therefore it is necessary to the preservation of the public health, safety, and welfare of the citizens of Moffat County to impose a restriction on all open fires and open burning within the unincorporated areas of Moffat County when the danger of grass and prairie fires in Moffat County is high;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MOFFAT AS FOLLOWS:

Section 1. Repeal and Re-Enactment.

The Board of County Commissioners hereby repeals any ordinances or resolutions which concern the same subject matter of this Ordinance, and are inconsistent with this Ordinance.

Section 2. Title

This ordinance shall be known and referred to as the "Moffat County Open Fire and Open Burning Restriction Ordinance," and may be cited and referenced as such.

Section 3. Purpose

The purpose of this Ordinance is to preserve and protect the public health, safety, and welfare of the citizens of Moffat County, Colorado, by restricting open fires and open burning in the unincorporated areas of Moffat County in order to prevent grass and prairie fires when conditions indicate the high danger of such fires as a result of atmospheric conditions, including lack of moisture, and other local conditions in Moffat County.

Section 4. Authority

This Ordinance is authorized by, inter alia, generally, part 1 of article 11 of title 30, and part 4 of article 15 of title 30, and specifically, part 4 of article 15 of title 30 at section 401(1)(n.5), C.R.S.

Section 5. Interpretation

This Ordinance shall be so interpreted and construed as to effectuate its general purpose to preserve and protect the public health, safety, and welfare of the citizens of Moffat County, Colorado, by restricting open fires and open burning in the unincorporated areas of Moffat County in order to prevent grass and prairie fires given the high danger of such fires in Moffat County. Section headings and any cross references, if any, of this Ordinance shall not be deemed to govern, limit, modify or affect in any manner the scope, meaning or extent of the provisions of this Ordinance or any section thereof.

Section 6. Application

This Ordinance shall apply throughout the unincorporated areas of Moffat County, including public, private, state, and applicable federal lands. This Ordinance shall also apply throughout any incorporated town or city which elects by ordinance or resolution to have the provisions hereof apply.

Section 7. Definitions

Open fire or open burning: For purposes of this Ordinance, open fires or open burning shall be defined as any outdoor fire, including, but not limited to, campfires, warming fires, charcoal grill fires, fires in wood-burning stoves, the use of explosives, outdoor welding or operating an acetylene or other torch with open flame other than in an area cleared of all flammable materials, fireworks of all kinds or brands, and the prescribed burning of fence lines or rows, fields, farmlands, rangelands, trash, and debris.

Fire Restriction Evaluation Guidelines: The set of evaluation criteria currently in use by local Federal, State and local fire suppression/management agencies for monitoring fuel moisture levels, fire danger class, current impacts on suppression resources, current fire cause types, fire weather forecasts, and other indicators of predicted fire danger.

Stage I Restrictions: Prohibits the following activities:

1. Open burning, excepting fires and campfires within permanently constructed fire grates in developed campgrounds and picnic grounds, charcoal grills and wood burning stoves at private residences in areas cleared of all flammable materials, and those other exceptions/exemptions as noted in Section 9.
2. Using explosive material: (i.e.: fireworks, blasting caps or any incendiary device which may result in the ignition of flammable material).
3. Welding or operating an acetylene or other torch with an open flame; except within an area that is barren or cleared of all flammable material at least 10 feet on all sides from the equipment and possess a chemical pressurized five-pound fire extinguisher and one round pointed shovel with an overall length of at least 36 inches. The extinguisher and shovel may be kept with the welding supplies but must be readily available for quick use.
4. Outdoor smoking except within an enclosed vehicle or building, a developed recreation site or while stopped in an area at least three feet in diameter that is barren or cleared of all flammable materials.
5. Operating or using any internal combustion engine without a spark arresting device properly installed, maintained and in effective working order.

Stage II Restrictions: Prohibits the following activities:

1. All open burning as defined, other than those exceptions/exemptions as noted in Section 9.
2. Using explosive material: (i.e.: fireworks, blasting caps or any incendiary device which may result in the ignition of flammable material.)
3. Outdoor smoking except within an enclosed vehicle or building.
4. Welding, or operating an acetylene or other similar torch with open flame.
5. Operating or using any internal combustion engine without a spark arresting device properly installed, maintained and in effective working order.
6. Operating a chainsaw without a chemical pressurized fire extinguisher of not less than 8 ounces capacity by weight, and one size 0 or larger round pointed shovel with an overall length of at least 36 inches. The extinguisher shall be with the chainsaw operator. The shovel may be kept with the fueling supplies but readily available.

Section 8. Unlawful Acts

During Stage I or Stage II Restrictions, it shall be unlawful for any person to build, maintain, attend or use an open fire, conduct an open burn, conduct sales of fireworks, or engage in outdoor smoking other than as excepted, in the unincorporated areas of Moffat County, including public, private, state, and applicable federal lands.

Section 9. Exceptions/Exemptions

The following shall not be in violation of Section 8:

- 9.1. Commercial or community fireworks displays properly permitted.
- 9.2. The following are exempt from this ordinance:
 - A. Fires contained within liquid-fueled or gas-fueled stoves.
 - B. Indoor fireplaces and wood-burning stoves.
 - C. Outdoor charcoal grills, fire pits within commercially constructed fire pits and wood-burning stoves during Stage 1 Restrictions, providing they are at developed campgrounds or private residences and in an area cleared of all flammable materials including dry vegetation.
- 9.3. The burning of irrigation ditches in the designated areas is prohibited by this Order EXCEPT for ditches located within, and completely surrounded by, irrigated farmlands where such burning is necessary for crop survival. Prior to such excepted ditch burning, written authorization must be obtained from the Sheriff by and through the Fire Management Officer.
- 9.4. Persons with written authorization, a permit from the Sheriff by and through the Fire Management Officer specifically authorizing the otherwise prohibited act or omission.
- 9.5. Any federal, state, or local officer, or member of an organized rescue or firefighting force, in the performance of an official duty.
- 9.6. Any further exemptions to either the meaning of terms or the enforcement of this Ordinance shall be granted only by the Sheriff, through the Fire Management Officer, or for exemptions upon or within state or federal lands located within Moffat County, by the administering state or federal agency, and only if the proposed action is deemed by the Moffat County Sheriff, through the Fire Management Officer, to be safe and mitigable.

Section 10. Implementation of Stages

The Sheriff or his designee, Fire Management Officer shall monitor fire danger, fuel moisture, adverse weather conditions, suppression resource availability and high occurrence of human caused fires and coordinate with Federal, State and local fire agencies to determine the appropriate stage of restrictions. Moffat County uses the Fire Restriction Evaluation Guidelines developed in cooperation with U.S Forest Service, BLM, State and Local Fire Agencies. When the Fire Restriction Evaluation Guidelines

recommends enforcement of this ordinance, Stage I Restrictions should be initiated or reinstated, or restrictions should be changed to Stage II Restrictions.

Section 11. Declaration of an Open Fire Ban.

The Moffat County Board of County Commissioners or the Moffat County Sheriff, or his designee Fire Management Officer, shall have the authority to declare an open fire ban whenever the criteria are met as set forth in the Fire Restriction Evaluation Guidelines without further proceedings or resolution. Any declaration of an open fire ban made pursuant to this section shall specify the Stage level restriction, the parameters of the ban and the duration of the ban as deemed necessary and appropriate, and shall be promptly published through a general press release to local radios and print media, as well as posting on the Moffat County internet website. Likewise, when conditions indicate a reduction or increase in restrictions, or the suspension or release of restrictions, the same notification to the public shall occur.

Section 12. Enforcement Agencies/Prosecution

- 12.1 This Ordinance shall be enforced by the Sheriff, through his Deputies, including the Fire Management Officer, by any peace officer as defined by Colorado statute, or by the administering agencies of the state and federal lands located therein, and they shall have authority to order any person to immediately cease any violation of this Ordinance. This authority shall include, but not be limited to, the right to issue a penalty assessment notice and the right to take such person or persons into temporary custody. Any further exception to the enforcement ability of this Ordinance by the administering agency shall be granted only by the administering agency, and only if the proposed action is deemed by the Sheriff of Moffat County or the state or federal administering agency to be safe or mitigable.
- 12.2 Prosecution may be brought against a violator in accordance with Sections 30-15-402 C.R.S., 30-15-402(1) and 30-15-410, C.R.S., and under the penalty assessment procedure provided in Section 16-2-201, C.R.S. The Sheriff's Office is authorized to devise a ticketing system in conformance with Section 16-2-201, C.R.S.
- 12.3 Each violation of this Ordinance shall be deemed separate and distinct from any other violation of this Ordinance or of any other federal, state, or local law, rule, order or regulation.
- 12.4 Any person who violates this Ordinance from the effective date commits a civil infraction under Section 30-15-402(1), C.R.S., and, upon conviction or confession of guilt thereof, shall be punished by a fine of not more than two hundred dollars (\$200.00) during Stage I Restrictions, or six hundred dollars (\$600.00) during Stage II Restrictions, for each separate violation, plus a surcharge of ten dollars (\$10.00), under Section 30-15-402(2), C.R.S. Fines are to be set by the County Court, unless the violator wishes to confess guilt and, pursuant to the penalty assessment procedure, pay a fine in the amount of one hundred dollars (\$100.00) during Stage I Restrictions, or three hundred dollars (\$300.00) during Stage II Restrictions, plus the ten dollar (\$10.00) surcharge.
- 12.5 All fines paid for the violation of this Ordinance shall be in negotiable funds made payable to Moffat County and submitted to the Moffat County Sheriff's Office, 800 West 1st Street, Craig,

Colorado 81625. All fines for the violation of this Ordinance received by the County shall be remitted to the Moffat County Treasurer and deposited into the general fund of Moffat County. All surcharges collected shall be paid to the Clerk of the Court and subsequently credited to the Victims and Witnesses Assistance and Law Enforcement Fund of the Fourteenth Judicial District of the State of Colorado pursuant to Section 30-15-402(2) C.R.S.

Section 13. Additional Remedies

The remedies provided in this Ordinance shall be cumulative and in addition to any other federal, state or local remedies, criminal or civil, which may be available. Nothing contained herein shall be construed to preclude prosecution under any applicable statute, including, but not limited to, prosecution under Section 18-13-109, C.R.S., or any applicable local, state or federal statute, ordinance, rule, order, or regulation.

Section 14. Safety Clause

The Board hereby finds, determines, and declares that this ordinance is necessary for the preservation and protection of the health, safety, and welfare of the citizens of Moffat County, Colorado.

Section 15. Effective date

This Ordinance shall be effective after it has been adopted and approved by the Moffat County Board of County Commissioners at a Second and Final Reading. It shall remain in effect until this Ordinance is amended or repealed by the Board, or enforcement is temporarily suspended by the Board, Sheriff or his designee Fire Management Officer. The Moffat County Board of County Commissioners or the Moffat County Sheriff, or his designee Fire Management Officer, shall have the authority to declare an open fire ban within unincorporated areas of Moffat County whenever the criteria are met as set forth in the Fire Restriction Evaluation Guidelines without further proceedings or resolution. Likewise, the Board, Sheriff or his designee Fire Management Officer may also reinstate enforcement of this Ordinance at any time after such enforcement has been suspended. The Board further orders that this Ordinance be published in full in the Craig Daily Press and on the Moffat County website.

Section 16. Severability

Should any section, subsection, clause, sentence or phrase of this Ordinance be adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, impair or invalidate the other provisions of this Ordinance which can be given effect without such invalid provision.

Section 17. Repeal of Conflicting Provisions

On the Effective date of this Ordinance, all former County ordinances, resolutions, rules or regulations, or parts thereof, in conflict with this Ordinance are hereby repealed.

FIRST READING:

INTRODUCED, READ, AND ORDERED PUBLISHED BY THE BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY UPON A MOTION DULY MADE, SECONDED AND PASSED AT ITS REGULAR MEETING HELD ON THE 22ND DAY OF AUGUST, 2023.

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS, MOFFAT COUNTY, COLORADO



Tony Bohrer, Chairman



Melody Villard

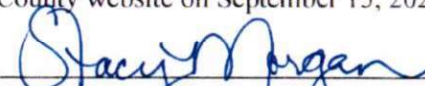


Donald Broom

I hereby certify that the above Ordinance was introduced to the Board of County Commissioners of Moffat County, State of Colorado, at its meeting of August 22, 2023 and ordered published one (1) time in full in the Craig Daily Press newspaper and on the Moffat County website on September 15, 2023.

ATTEST:





Stacy Morgan, Clerk and Recorder
Moffat County, Colorado

SECOND READING:

FINALLY ADOPTED, PASSED, APPROVED WITH AMENDMENTS, IF ANY, AND ORDERED PUBLISHED BY TITLE ONLY IN THE CRAIG DAILY PRESS AND ON THE MOFFAT COUNTY WEBSITE UPON A MOTION DULY MADE, SECONDED, AND PASSED AT ITS MEETING HELD ON THE 24TH DAY OF OCTOBER, 2023, AFTER BEING PREVIOUSLY INTRODUCED, READ AND ADOPTED ON FIRST READING ON AUGUST 22, 2023, AND PUBLISHED IN THE CRAIG DAILY PRESS ON THE 15TH DAY OF SEPTEMBER, 2023.

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS, MOFFAT COUNTY, COLORADO

Tony Bohrer, Chairman

Melody Villard

Donald Broom

I hereby certify that the above Ordinance was finally adopted by the Board of County Commissioners of Moffat County, State of Colorado, at its meeting of October 24th, 2023 and ordered published one (1) time by title only in the Craig Daily Press newspaper and on the Moffat County website on the 15th day of September, 2023.

ATTEST:

(SEAL)

Stacy Morgan, Clerk and Recorder
Moffat County, Colorado

DISTRICT COURT, WATER DIVISION 6 STATE OF COLORADO 1955 Shield Drive, Unit 200 Steamboat Springs, CO 80487	<div style="text-align: center; border-top: 1px solid black; border-bottom: 1px solid black;"> ▲ COURT USE ONLY ▲ </div>
CONCERNING THE APPLICATION FOR APPROVAL OF PLAN FOR AUGMENTATION AND EXCHANGE OF: BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MOFFAT IN MOFFAT AND ROUTT COUNTIES	
<i>Attorneys for Applicant, Board of County Commissioners of Moffat County:</i> April D. Hendricks (#45546) Peter D. Jaacks (#56585) BURNS, FIGA & WILL, P.C. 6400 S. Fiddlers Green Circle, Suite 1000 Greenwood Village, CO 80111 Phone: (303) 796-2626 Fax: (303) 796-2777 Emails: ahendricks@bfwlaw.com pjaacks@bfwlaw.com	
APPLICATION FOR APPROVAL OF PLAN FOR AUGMENTATION AND CONDITIONAL APPROPRIATIVE RIGHTS OF EXCHANGE	

1. Name, address, telephone number of Applicant:
 Moffat County Board of County Commissioners
 1198 W. Victory Way, Ste. 104
 Craig, CO 81625
 (970) 824-5517

Please send all pleadings and correspondence to:

April D. Hendricks, Esq.
 Peter D. Jaacks, Esq.
 BURNS, FIGA & WILL, P.C.
 6400 South Fiddler's Green Circle, Suite 1000
 Greenwood Village, CO 80111
 Phone: (303) 796-2626

2. **Purpose of Application:** By this Application, the Applicant (herein “County”) seeks Court approval of an area-wide plan for augmentation to replace the out-of-priority depletions attributable to the use of both surface water and groundwater by County contractees within the Yampa River basin. The County is contracting with the Colorado River Water Conservation District for releases of water from Elkhead Creek Reservoir to augment out-of-priority depletions within the Yampa River basin. Implementation of the County’s area-wide augmentation plan will involve the augmentation of water depletions in specified tributaries of the Yampa River by exchanges. Consequently, the County herein claims appropriative rights of exchange to provide the augmentation by exchange in those tributary drainages. The County’s proposed plan will provide legally dependable water supplies for County constituents through a contract program that allows those users who subscribe to and participate in the plan for augmentation to have their out-of-priority depletions replaced so as to prevent injury in accordance with the decree requested herein.

This coordinated, area-wide plan will avoid the costs and administrative difficulties associated with numerous adjudications of individual structures, thereby offering further protections against injury to other vested water users. However, this augmentation plan is not intended to preclude the adjudication of individual augmentation plans by other parties within the Yampa River basin.

FIRST CLAIM: APPROVAL OF PLAN FOR AUGMENTATION

3. **Structures to be Augmented:** The structures to be augmented under the County's plan are existing and future diversion and storage structures located in the Yampa River basin, described below.

3.1. The augmentation area is a region within the Yampa River basin, defined in cooperation with the Division 6 Engineer's Office, where use of the County's augmentation supplies can fully augment structures developed by County contractees (“Augmentation Area”). Generally, the Augmentation Area encompasses a portion of the Yampa River basin in Moffat and Routt counties, extending from the confluence of the Yampa River with Little Snake River upstream to the confluence with Elkhead Creek, including the Elkhead Creek watershed and extending upstream to locations above Elkhead Reservoir.

The Augmentation Area is described below and is depicted on the Map (**Exhibit 1**) filed with this Application. The Augmentation Area contains designated tributaries in which the County will provide service under this Plan for Augmentation. Major tributaries to the Yampa River within the Augmentation Area include:

3.1.1. **Elkhead Creek:** from its confluence with the Yampa River located in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 36, Township 7 North, Range 90 West of the 6th P.M. a distance of 2,251 feet from the East section line and 2,252 feet from the North section line, upstream to the downstream terminus of the Lower Elkhead Creek Instream Flow Reach as decreed in Case No. 17CW3031, located in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 1, Township 7 North, Range 89 West of the

6th P.M., including all area tributary to Elkhead Creek and the Yampa River within this reach.

3.1.2. Boone Gulch: from its confluence with the Yampa River located in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 35, Township 7 North, Range 90 West of the 6th P.M. at a distance of 1,725 feet from the East section line and 1,815 feet from the North section line, upstream to its headwaters located in the vicinity of Lot 9, Section 22, Township 7 North, Range 90 West of the 6th P.M., a distance of 766 feet from the East section line and 2,670 feet from the South section line, including all areas tributary to Boone Gulch and the Yampa River.

3.1.3. Basin Gulch: from its confluence with the Yampa River located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 35, Township 7 North, Range 90 West of the 6th P.M. a distance of 372 feet from the West section line and 636 feet from the South section line, upstream to the headgate of the Drescher Ditch located in the West bank of Basin Gulch, whence the West quarter corner, Section 12, Township 6 North, Range 90 bears North 74° West 2,590 feet, including all areas tributary to the Basin Gulch and the Yampa River within this reach.

3.1.4. Deacon Gulch: from its confluence with the Yampa River located in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 8, Township 6 North, Range 90 West of the 6th P.M. a distance of 832 feet from the East section line and 1,078 feet from the North section line, upstream to the headgate of the Bill Ditch 1 located at a point which is 3,950 feet south of the North line and 30 feet west of the East line of Section 8, Township 6 North, Range 90 West of the 6th P.M., including all area tributary to Deacon Gulch and the Yampa River within this reach.

3.1.5. Fortification Creek: from its confluence with the Yampa River located in Lot 1, Section 7, Township 6 North, Range 90 West of the 6th P.M. a distance of 1,001 feet from the West section line and 511 feet from the North section line, upstream to the headgate of the Wisconsin Ditch located SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 34, Township 8 North, Range 90 West of the 6th P.M., including all area tributary to Fortification Creek and the Yampa River within this reach.

3.1.6. Flume Gulch: from its confluence with the Yampa River located in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 1, Township 6 North, Range 91 West of the 6th P.M. a distance of 985 feet from the East section line and 275 feet from the South section line, upstream to the headgate of the B&B Reservoir located in Lot 1 at a point whence the SE corner, Section 12, Township 6 North, Range 91 West of the 6th P.M. a distance of 112 feet from the East section line and 1,715 feet from the South section line, including all area tributary to Flume Gulch and the Yampa River within this reach.

3.1.7. Pine Ridge Gulch: from its confluence with the Yampa River located in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 11, Township 6 North, Range 91 West of the 6th P.M. a distance of 2,379 feet from the East section line and 67 feet from the North section line, upstream to its headwaters located in the vicinity of Lot 8, Section 19, Township 7 North, Range 91 West of the 6th P.M., a distance of 1,944 feet from the West section line and 445 feet from the North section line, including all area tributary to Pine Ridge Gulch and Yampa River within this reach, with the following exception above the John Stehle Div. 1:

3.1.7.1. Cedar Mountain Gulch: from its confluence with Pine Ridge Gulch located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 2, Township 6 North, Range 91 West of the 6th P.M. a distance of 441 feet from the West section line and 1,617 feet from the North section line upstream to the headgate of John Stehle Div. 1 located on the east bank of Cedar Mountain Gulch, a distance of 1,000 feet east of the West section line and 1,080 ft south of the North line, Section 21, Township 7 North, Range 91 West of the 6th P.M., including all area tributary to Cedar Mountain Gulch and Pine Ridge Gulch within this reach.

3.1.8. Johnson Gulch: from its confluence with the Yampa River located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 16, Township 6 North, Range 91 West of the 6th P.M. a distance of 861 feet from the West section line and 1,611 feet from the North section line, upstream to the headgate of Loudy Reservoir located at N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 21, Township 6 North, Range 91 West of the 6th P.M., including all area tributary to Johnson Gulch and the Yampa River within this reach, with the following exception above the McNamara Ditch No 1:

3.1.8.1. Pyeatt Gulch: from its confluence with Johnson Gulch located in Lot 15, Section 15, Township 6 North, Range 91 West of the 6th P.M., a distance of 474 feet from the East section line and 1,056 feet from the South section line, upstream to the headgate of McNamara Ditch No 1 located at the east bank of Pyeatt Gulch at a point which is South 4,003.3 feet and East 629.1 feet from the NW corner, Section 24, Township 6 North, Range 91 West of the 6th P.M., including all area tributary to Pyeatt Gulch and Johnson Gulch within this reach.

3.1.9. Bogenschutz Creek: from its confluence with the Yampa River located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 17, Township 6 North, Range 91 West of the 6th P.M., a distance of 1,265 feet from the East section line and 1,823 feet from the South section line, upstream to its headwaters located in the vicinity of NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 36, Township 7 North, Range 92 West of the 6th

P.M., a distance of 1,744 ft from the West section line and 860 feet from the North section line, including all areas tributary to Bogenschutz Creek and the Yampa River.

3.1.10. Williams Fork River: from its confluence with the Yampa River located in Lot 8, Section 31, Township 6 North, Range 91 West of the 6th P.M., a distance of 1,500 feet from the West section line and 27 feet from the North section line, upstream to the Williams Fork River Instream Flow Reach whose downstream terminus is located at the confluence of Morapos Creek in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 21, Township 5 North, Range 91 West of the 6th P.M., including all area tributary to Williams Fork River and the Yampa River within this reach, with the following exception above the Osborn Pumpsite 1:

3.1.10.1. Morapos Creek: from its confluence with the Williams Fork River located in Tract 44, Section 21, Township 5 North, Range 91 West of the 6th P.M., a distance of 2,609 feet from the West section line and 2,719 feet from the South section line, upstream to the Osborn Pumpsite 1 located at SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 31, Township 5 North, Range 91 West of the 6th P.M., including all area tributary to Morapos Creek and Williams Fork River within this reach.

3.1.11. Bell Rock Gulch: from its confluence with the Yampa River located in Lot 3, Section 34, Township 6 North, Range 92 West of the 6th P.M. a distance of 2,549 feet from the East section line and 1,318 feet from the South section line, upstream to the headgate of the Ellgen Reservoir located at a point where the S.E. Corner of Section 27, Township 6 North, Range 92 West, 6th P.M. bears South 60° 03' 00" West a distance of 162 feet, including all area tributary to Bell Rock Gulch and Yampa River within this reach, with the following exceptions above the Ellgen Reservoir No 2:

3.1.11.1. McLernon Draw: from its confluence with Bell Rock Gulch located in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 34, Township 6 North, Range 92 West of the 6th P.M. a distance of 521 feet from the East section line and 1,678 feet from the North section line, upstream to the headgate of Ellgen Reservoir No 2 located at a point from which the S.E. Corner of Section 27, Township 6 North, Range 92 West, 6th P.M. bears South 83° 31' 25" East a distance of 2,410 feet, including all area tributary to McLernon Draw and the Bell Rock Gulch within this reach.

3.1.12. Milk Creek: from its confluence with the Yampa River located in Lot 11, Section 7, Township 5 North, Range 92 West of the 6th P.M. a distance of 1,328 feet from the East section line and 1,481 feet from the South section line, upstream to the headgate of Milk Creek Ditch located at a point which is

located on the West bank of Milk Creek from whence the Corner No.1, C.E. No. 67, Section 19, Township 4 North, Range 92 West of the 6th P.M. bears North 7° 25' East a distance of 408.1 feet, including all area tributary to Milk Creek and the Yampa River within this reach, with the following exceptions above the Colowyo Pumping Plant and Pipeline No 1 and Mountain Meadows Ditch:

3.1.12.1. Good Spring Creek: from its confluence with Milk Creek located in Lot 9, Section 18, Township 4 North, Range 92 West of the 6th P.M. a distance of 1,084 feet from the West section line and 1,104 feet from the South section line, upstream to the headgate of Colowyo Pumping Plant and Pipeline No 1 located on the Northwestern bank of Wilson Reservoir, which is formed by an earthen dam across Good Spring Creek, at a point from which the Southeast corner of Section 13, Township 4 North, Range 93 West of the 6th P.M. bears South 26° 57' 24'' East a distance of 1897.12 feet, including all area tributary to Good Spring Creek and Milk Creek within this reach.

3.1.12.2. Wilson Creek: from its confluence with Milk Creek located in Lot 11, Section 30, Township 5 North, Range 92 West of the 6th P.M. a distance of 2,407 feet from the East section line and 2,333 feet from the South section line, upstream to the headgate of Mountain Meadows Ditch located approximately at the right and East bank of said Wilson Creek in the East ½ of Section 11, Township 4 North, Range 93 West of the 6th P.M. a distance of 861 feet from the East Line and 1,411 feet from the North Line, including all area tributary to Wilson Creek and Milk Creek within this reach.

3.1.13. Sand Spring Gulch: from its confluence with the Yampa River located in the NE ¼ of the NW ¼, Section 35, Township 6 North, Range 93 West of the 6th P.M. a distance of 1,431 feet from the West section line and 357 feet from the North section line, upstream to its headwaters located in the vicinity of the SE ¼ of the SW ¼, Section 24, Township 7 North, Range 92 West of the 6th P.M. a distance 2,000 feet from the West section line and 2,097 feet from the North section line, including all areas tributary to Sand Spring Gulch and the Yampa River.

3.1.14. Horse Gulch: from its confluence with the Yampa River located in the SW ¼ of the SE ¼, Section 21, Township 6 North, Range 93 West of the 6th P.M. a distance of 2,455 feet from the East section line and 770 feet from the South section line, upstream to its headwaters located in the vicinity of the NW ¼ of the NW ¼, Section 14, Township 6 North, Range 93 West of the 6th P.M. a distance of 904 feet from the West section line and 152 feet from the North section line, including all areas tributary to Horse Gulch and the Yampa River.

3.1.15. Morgan Creek: from its confluence with the Yampa River located in Lot 17, Section 31, Township 6 North, Range 93 West of the 6th P.M. a distance of 157 feet from the East section line and 184 feet from the South section line, upstream to the headgate of Morgan Ditch located approximately in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 14, Township 4 North, Range 94 West of the 6th P.M. a distance of 1,958 feet from the West Line and 830 feet from the South Line, including all area tributary to Morgan Creek and the Yampa River within this reach, with the following exceptions above the Kersey Ditch:

3.1.15.1. Boxelder Gulch: from its confluence with Morgan Creek located in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 5, Township 5 North, Range 93 West of the 6th P.M. a distance of 2,249 feet from the East section line and 1,860 feet from the South section line, upstream to the headgate of Kersey Ditch located at a point whence the South corner of Section 9, Township 4 North, Range 94 West of the 6th P.M. bears North 50° East 1021 feet, including all area tributary to Boxelder Gulch and Morgan Creek within this reach.

3.1.16. Maudlin Gulch: from its confluence with the Yampa River located in Lot 8, Section 26, Township 6 North, Range 94 West of the 6th P.M. a distance of 1,500 feet from the West section line and 1,320 feet from the South section line, upstream to the headgate of Maudlin Gulch Ditch located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 14, Township 4 North, Range 95 West of the 6th P.M. bears 1000 feet west of the east section line and 1500 feet north of the south section line, including all area tributary to Maudlin Gulch and the Yampa River within this reach.

3.1.17. Jesse Gulch: from its confluence with the Yampa River located in Lot 9, Section 27, Township 6 North, Range 94 West of the 6th P.M. a distance of 339 feet from the East section line and 1,010 feet from the South section line, upstream to its headwaters located in the vicinity of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 10, Township 4 North, Range 95 West of the 6th P.M. a distance of 2,356 feet from the East section line and 1,087 feet from the South section line, including all areas tributary to Jesse Gulch and the Yampa River.

3.1.18. Temple Gulch: from its confluence with the Yampa River located in Lot 5, Section 17, Township 6 North, Range 94 West of the 6th P.M. a distance of 672 feet from the West section line and 2,431 feet from the North section line, upstream to its headwaters located in the vicinity of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 21, Township 4 North, Range 95 West of the 6th P.M. a distance of 631 feet from the West section line and 1,606 feet from the South section line, including all areas tributary to Temple Gulch and the Yampa River.

3.1.19. Lay Creek: from its confluence with the Yampa River located in Lot 13, Section 1, Township 6 North, Range 95 West of the 6th P.M. a distance of 1,264 feet from the West section line and 1,102 feet from the South section line, upstream through its headwaters located in the vicinity of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 1, Township 9 North, Range 93 West of the 6th P.M. a distance of 829 feet from the East section line and 2,214 feet from the North section line, including all area tributary to Lay Creek and the Yampa River within this reach, with the following exception above the Big Gulch Pump Diversion:

3.1.19.1. Big Gulch: from its confluence with Lay Creek located in Lot 12, Section 30, Township 7 North, Range 93 West of the 6th P.M. a distance of 1,689 feet from the East section line and 1,454 feet from the North section line, upstream to the headgate of Big Gulch Pump Diversion located in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 23, Township 7 North, Range 93 West of the 6th P.M. at a point which bears 1250 feet North and 1980 feet West of the Southeastern Corner of said Section, including all area tributary to Big Gulch and Lay Creek within this reach.

3.1.20. Deception Creek: from its confluence with the Yampa River located in Lot 3, Section 33, Township 7 North, Range 95 West of the 6th P.M. a distance of 1,209 feet from the East section line and 2,255 feet from the North section line, upstream to the headgate of H K Duke Spring Ditch located at the section line between Sections 21 and 22, Township 4 North, Range 96 West of the 6th P.M., beginning at a point 400 feet south of the Northwest corner of said section 22, including all area tributary to Deception Creek and the Yampa River within this reach.

3.1.21. Spring Creek: from its confluence with the Yampa River located in Lot 2, Section 28, Township 7 North, Range 95 West of the 6th P.M. a distance of 1,016 feet from the East section line and 994 feet from the North section line, upstream to its headwaters located in the vicinity of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 15, Township 9 North, Range 93 West of the 6th P.M. a distance of 581 feet from the West section line and 1,548 feet from the North section line, including all areas tributary to Spring Creek and the Yampa River.

3.1.22. Sand Creek: from its confluence with the Yampa River located in Lot 6, Section 15, Township 7 North, Range 96 West of the 6th P.M. a distance of 1,954 feet from the West section line and 1,798 feet from the North section line, upstream to its headwaters located in the vicinity of the Lot 2, Section 5, Township 8 North, Range 95 West of the 6th P.M. a distance of 510 feet from the North section line and 1,662 feet from the East section line, including all areas tributary to Sand Creek and the Yampa River.

3.1.23. Cedar Springs Draw: from its confluence with the Yampa River located in Lot 3, Section 34, Township 7 North, Range 97 West of the 6th P.M. a distance of 1,824 feet from the East section line and 585 feet from the North section line, upstream to its headwaters located in the vicinity of the SW ¼ of the SE ¼, Section 15, Township 5 North, Range 97 West of the 6th P.M., at a point that bears 1478 ft from the West section line and 0 ft from the South section line, including all areas tributary to Cedar Springs Draw and the Yampa River.

3.1.24. Twelvemile Gulch: from its confluence with the Yampa River located in the NE ¼ of the SE ¼, Section 22, Township 6 North, Range 98 West of the 6th P.M. a distance of 115 feet from the East section line and 1,645 feet from the South section line, upstream to its headwaters located in the vicinity of the SE ¼ of the NE ¼, Section 18, Township 5 North, Range 97 West of the 6th P.M. a distance of 1,281 feet from the East section line and 2,156 feet from the North section line, including all areas tributary to Twelvemile Gulch and the Yampa River.

3.2. Amount: The total annual amount of augmentation water available for the Augmentation Area is 201-acre feet.

4. Water Right to be Used for Augmentation: The County has contracts with the Colorado River Water Conservation District ("River District") that provide the County with up to 201 AF per year from the River District's water rights stored in Elkhead Creek Reservoir ("Elkhead Reservoir"). That supply will be used to augment junior rights within the Yampa River drainage. The River District's water storage right for Elkhead Reservoir was decreed in Case No. 02CW106 in the amount of 13,000 acre feet for Municipal, Commercial, Industrial, Domestic, Irrigation, Livestock, Hydro-power Production, Evaporation, Augmentation, Exchange, Replacement, Power Generation, and Cooling, Wastewater Treatment, Piscatorial, and Recreational (including in-reservoir and in-river fish habitat and river flow maintenance and enhancement uses, and uses in furtherance of the Upper Colorado River Basin Fishes Recovery Program) and with the right to reuse and successively use the water to extinction, with an appropriation date of October 16, 2002. The decreed location for Elkhead Reservoir dam is approximately where the South quarter of Section 16, Township 7 North, Range 89 West of the 6th P.M. bears South 34°47'13" East, 869.37 feet.

5. Complete Statement of Plan for Augmentation.

5.1. Service Area. The County requests approval of a Plan for Augmentation to augment out-of-priority depletions associated with diversion structures, wells, and ponds to be augmented located within the County's Augmentation Area as described in Paragraph 3.1 and shown on the map (**Exhibit 1**) filed with this Application.

5.2. Depletions. The depletions associated with the various diversion structures will be determined based on reasonable assumptions, methods and calculations. Stream depletions will be calculated individually and cumulatively and on a monthly basis. During periods

when an administrative call is placed and enforced regarding the diversions of the County's contractees, calculated out-of-priority depletions will be replaced using the County's augmentation source identified in Paragraph 4 above. A summary of the engineering assumptions proposed to be used to determine the amount and timing of augmentation requirements is outlined below.

5.2.1. Domestic In-House Use Diversions and Depletions: Diversions associated with domestic in-house use will be calculated according to the following:

5.2.1.1. Single family home: 2.5 persons using 118 GPCD (gallons/capita/day), or 295 gallons per day (0.033 acre-feet per year).

5.2.1.2. A substantial portion of in-house diversions will return to the stream system following wastewater treatment. The consumptive use, as a percent of diversions, is assumed to be as follows:

5.2.1.2.1. Central wastewater treatment system: 5.0%

5.2.1.2.2. Septic tank/leach field system: 10%

5.2.1.2.3. Evaporative system: 100%

5.2.2. Commercial Use: The diversion rate, estimated depletions, and volume of water necessary to support commercial uses will be based on the following calculations for estimating the diversions and consumptive uses for commercial applications:

5.2.2.1. Office: Diversions will be calculated as 210 gallons per day per 1,000 square feet.

5.2.2.2. Warehouse: Diversions will be calculated as 105 gallons per day per 1,000 square feet.

5.2.2.3. Retail Sales: Diversions will be calculated as 210 gallons per day per 1,000 square feet.

5.2.2.4. A substantial portion of commercial diversions will return to the stream system following wastewater treatment. The consumptive use, as a percent of diversions, is assumed to be as follows:

5.2.2.4.1. Central treatment system: 5%

5.2.2.4.2. Septic tank/leachfield system: 10%

5.2.2.4.3. Evaporative system: 100%

5.2.3. Industrial Use: Diversions and consumptive use for industrial applications will be determined on a case-by-case basis.

5.2.4. Irrigation Water Use

5.2.4.1. Evapotranspiration Calculation Methodology:

This plan will replace out-of-priority depletions associated with lawn and crop irrigation. Irrigation consumptive use will be based on analysis using the elevation band of the proposed contractee's property and the Modified Blaney Criddle Method (as outlined in the Soil Conservation Service in Technical Release No. 21), or other method generally accepted by the Division Engineer, Water Division 6, for bluegrass consumptive use. Bluegrass is selected as a conservative assumption to represent lawn and crop irrigation, as bluegrass is more consumptive than hay pasture or alfalfa, which are the other types of crops likely to be irrigated within the Augmentation Area. Elevation bands will be split into 5 categories: (1) 5500 to 5999 feet; (2) 6000 to 6499 feet; (3) 6500 to 6999 feet; (4) 7000 to 7499 feet; and (5) 7500 feet and higher. Average monthly precipitation and mean daily temperature will be calculated based on climate stations within the Augmentation Area.

Diversion Rate: Total diversion requirements will be calculated based upon expected application rates for the different irrigation methods. The application rate for agricultural sprinkler irrigation will be assumed to be 80% efficient, the application rate for flood irrigation will be assumed to be 50% efficient, the application rate for drip irrigation will be assumed to be 100% efficient, and the application rate for lawn sprinklers will be 85% efficient. Return flows will not be tracked from irrigation, so depletions will equal diversions.

5.2.5. Surface Evaporation. Open water evaporation for ponds, channels, or aesthetic water features included in the augmentation plan will be calculated based on the General Administration Guidelines for Reservoirs from the Colorado Division of Water Resources amended February 2016. Average gross evaporation will be determined based on the evaporation atlases in NOAA Technical Report NWS 33. The guidelines provide monthly distribution for gross pond evaporation above and below an elevation of 6,500 feet. The average number of days in each month above 32 degrees Fahrenheit will be used to determine the percentage of the month in which ice covered the ponds, based on the mean daily temperature from the Craig weather station (USC00051932).

5.2.6. Livestock Water Use: Diversions for livestock watering are considered 100 percent consumptive. Consumptive use for horses, cows, and other types of livestock will be 12 gallons per day per animal.

5.2.7. Delayed Depletions: The County will account for delayed depletions with respect to any wells authorized under this plan. Stream depletions resulting

from well pumping are both lagged and attenuated. The stream depletions from some wells are expected to be delayed significantly but may be reasonably expected to reach a steady state. Other wells will be completed in alluvial formations and will have little or no delayed impact. Due to the lack of information on aquifer characteristics in the Lower Yampa River Basin, the County will use the lagging patterns established by the Upper Yampa Water Conservancy District (“UYWCD”) in its augmentation plan in Case No. 15CW3058 (Water Division 6).

5.2.7.1. These patterns have been developed based on distance from the stream. The bands are described below:

5.2.7.1.1. Band #1: Less than 100 feet from the stream

5.2.7.1.2. Band #2: 100 to 750 feet from the stream

5.2.7.1.3. Band #3: 751 to 1,750 feet from the stream

5.2.7.1.4. Band #4: More than 1,750 feet from the stream

5.2.7.2. UYWCD performed a series of Glover analyses to determine appropriate stream depletion factors for each of the four bands, so the County will employ the same analysis for this plan. The bedrock aquifer has a specific yield of 0.01 and a transmissivity of 500 gpd/ft. The alluvial aquifer has a specific yield of 0.1 and a transmissivity of 10,000 gpd/ft. Wells in both bedrock aquifers and alluvial aquifers were evaluated for locations 50, 500, 1,000 and 2,500 feet from the stream. The monthly lagged stream depletion factors for alluvial and bedrock wells are shown below:

Month	Bedrock Wells				Alluvial Wells			
	<100'	100' – 750'	750' – 1750'	>1750'	<100'	100' – 750'	750' – 1750'	>1750'
1	40.8%	26.6%	7.5%	7.1%	94.9%	39.9%	14.8%	5.7%
2	29.1%	30.3%	20.3%	7.0%	5.1%	28.6%	27.7%	8.0%
3	9.1%	12.0%	16.1%	8.0%	0.0%	9.1%	14.8%	11.3%
4	5.2%	7.2%	11.5%	9.0%	0.0%	5.3%	9.5%	11.5%
5	3.6%	5.2%	8.9%	9.5%	0.0%	3.7%	7.0%	10.6%
6	2.7%	4.0%	7.3%	9.5%	0.0%	2.9%	5.5%	9.6%
7	2.2%	3.3%	6.2%	9.2%	0.0%	2.4%	4.6%	8.7%
8	1.9%	2.8%	5.4%	8.9%	0.0%	2.0%	4.0%	8.0%
9	1.6%	2.5%	4.8%	8.5%	0.0%	1.8%	3.5%	7.4%
10	1.4%	2.2%	4.3%	8.1%	0.0%	1.6%	3.1%	6.8%

11	1.3%	2.0%	4.0%	7.8%	0.0%	1.4%	2.9%	6.4%
12	1.1%	1.9%	3.7%	7.4%	0.0%	1.3%	2.6%	6.0%
Total	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

5.2.7.3. The location of the alluvial aquifer will be determined using the *2020 Statewide Mapping of Quaternary Alluvium* (produced by Lesley Sebol at the Colorado Geological Survey for CWCB). The appropriate aquifer type and distance band will be assigned to each well based on its location.

5.3. Replacements. Out-of-priority depletions calculated as proposed above will be replaced by releases from the County's source of substitute supply in time, location, quantity and amount to prevent injury to senior rights. The substituted water will be of a quality and quantity so as to satisfy requirements for which the water diverted by senior appropriators has normally been used.

5.4. Accounting. Using water data compiled by contract allottees, the County will account annually for the diversions and depletions to the Division of Water Resources as required by the Division Engineer to administer the County's augmentation program. The County will ensure that the total annual out-of-priority depletions under this plan for augmentation will not exceed the replacement water available to the County.

5.5. Transit Losses. Deliveries from replacement sources are subject to a transit loss rate as determined by the Division Engineer, in the Division Engineer's reasonable discretion. This rate shall represent a "reasonable deduction" based upon the State Engineer's "duty to collect and study data" as outlined in C.R.S. § 37-80-102(7) and 37-83-104.

6. Names and addresses of owners or reputed Owners of the lands upon which any structure is or will be located, upon which water is or will be stored, or upon which water is or will be placed to beneficial use.

6.1. According to the real property records of Moffat County, Colorado, the land underlying Elkhead Reservoir is owned by the Colorado River Water Conservation District, 201 Centennial St #200 Glenwood Springs, CO 81601; and the City Of Craig, 300 W Fourth St. Craig, CO 81625.

SECOND CLAIM: APPROVAL OF APPROPRIATIVE RIGHTS OF EXCHANGE

7. The County seeks conditional appropriative rights of exchange because some augmentation water under its plan will be introduced to the river system downstream from the authorized diversions to be augmented. The exchanges will allow County contractees to continue diversions at their respective locations during times when there is a downstream call by a senior water right. The County will augment its contractees' out-of-priority depletions with the water supply

described in Paragraph 4 above. The exchanges requested herein are to serve the consumptive use amounts associated with diversions by County contractees within the Augmentation Area.

7.1. Names of Water Rights:

7.1.1. Moffat County Yampa River Basin Exchange

7.2. Exchange Reaches:

7.2.1. Exchange from Points:

7.2.1.1. The outlet of Elkhead Reservoir located in the south quarter of Section 16, Township 7 North, Range 89 West of the 6th P.M. (UTM X= 298217.0 Y= 4492426.0).

7.2.1.2. All of the downstream termini described as the confluences of the tributaries with the Yampa River in paragraph 3 above.

7.2.2. Exchange to Points: The diversions and locations of depletions to natural streams of County contractees within the Augmentation Area as described herein; these diversions and depletions may extend to each and all of the upstream termini of the tributaries as described in paragraph 3 above.

7.3. Sources of Exchange (Substitute) Supply: The supply is described in paragraph 4 above.

7.4. Amount Claimed: The rate of exchange is 3 cfs, conditional, for each one of the tributaries located within the Augmentation Area.

7.5. Date of Appropriation: October 24, 2023.

7.6. How Appropriation was Initiated: Approval of Application by Moffat County Board of County Commissioners and subsequent filing of this Application.

7.7. Date Water Applied to Beneficial Use: Not Applicable.

7.8. Proposed Uses:

7.8.1. Types: Domestic, irrigation, stock watering, commercial, and industrial.

7.8.2. Place of Use: Within the Augmentation Area described in Paragraph 3 above.

WHEREFORE, Applicant requests the Court enter a decree approving the plan for augmentation and appropriative rights of exchange as described herein.

Respectfully submitted this _____ day of _____ 2023.

BURNS, FIGA & WILL, P.C.
(Original signature on file at the office of
Burns, Figa & Will, P.C.)

/s/

April D. Hendricks
Peter D. Jaacks

**ATTORNEYS FOR APPLICANT,
MOFFAT COUNTY BOARD OF
COUNTY COMMISSIONERS**

VERIFICATION

I, _____, as _____ for Applicant
declare under penalty of perjury under the law of Colorado that the foregoing *Application for
Approval of Plan for Augmentation and Conditional Appropriative Rights of Exchange* is true
and correct.

Executed on the ____ day of _____, 2023.

At _____, Colorado
(city or other location, and state or country)

(signature)

**MEMORANDUM OF UNDERSTANDING BETWEEN
MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE UPPER YAMPA WATER CONSERVANCY DISTRICT
REGARDING: OPERATION OF THE LOWER YAMPA RIVER AUGMENTATION PLAN ACROSS
JURISDICTION BOUNDARIES**

This Memorandum of Understanding ("MOU") is entered into between the Moffat County, Colorado Board of County Commissioners ("Moffat County") and the Upper Yampa Water Conservancy District ("UYWCD") represented by their respective governing bodies, 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: Moffat County is drafting the Lower Yampa River Augmentation Plan (herein referred to as the "Augmentation Plan") with the goal of adjudicating the water for the Augmentation Plan through water court in 2024. The Augmentation Plan will provide augmentation water, primarily, but not limited to, household water wells drilled after March 1, 2022 when the Lower Yampa River was designated over-appropriated by the State Engineer, Division of Water Resources, State of Colorado.

Whereas: Moffat County has diligently cooperated with the UYWCD and received verbal board support to operate and administer the Augmentation Plan within UYWCD's boundaries, including acreage in Moffat County that is not served by any of UYWCD's currently decreed augmentation plans.

Whereas: Moffat County acknowledges its operational and administrative responsibility for the Augmentation Plan, and shall undertake all necessary actions to adjudicate and implement the Augmentation Plan without cost to UYWCD.

Whereas: UYWCD desires that Moffat County operate and administer the Augmentation Plan within that portion of the UYWCD's boundaries shown in the attached Exhibit 1.

Now, therefore, both parties acknowledge and agree that:

1. The Parties agree that the Augmentation Plan offsets negative impacts of over appropriation of the Yampa River, and offers a responsible and managed future residential, agricultural, commercial, and industrial water development option that is important for the social and economic vitality of both Moffat County and UYWCD.
2. Part of the Proposed Augmentation Area is located within UYWCD's boundaries but outside of any area that is served by UYWCD's currently decreed augmentation plans.
3. UYWCD supports and approves Moffat County's operation and administration of the Augmentation Plan within the portion of UYWCD's boundaries within Moffat County depicted in Exhibit 1.

4. Moffat County will bear the cost of operation and administration of the Augmentation Plan and will charge user fees and other costs to individual water users within the UYWCD's boundaries who elect to participate in the Augmentation Plan.
5. As of the date of this MOU, the proposed Augmentation Plan has not been filed in water court. Accordingly, the UYWCD reserves the right to object to the Augmentation Plan in its entirety or to its specific terms and provisions, including filing of a statement of opposition or protest in water court.
6. Nothing herein shall prevent UYWCD from adjudicating a new augmentation plan or extending an existing augmentation plan to provide augmentation water anywhere within the boundaries of the UYWCD.

DATED this _____ day of October, 2023.

MOFFAT COUNTY BOARD OF COUNTY
COMMISSIONERS

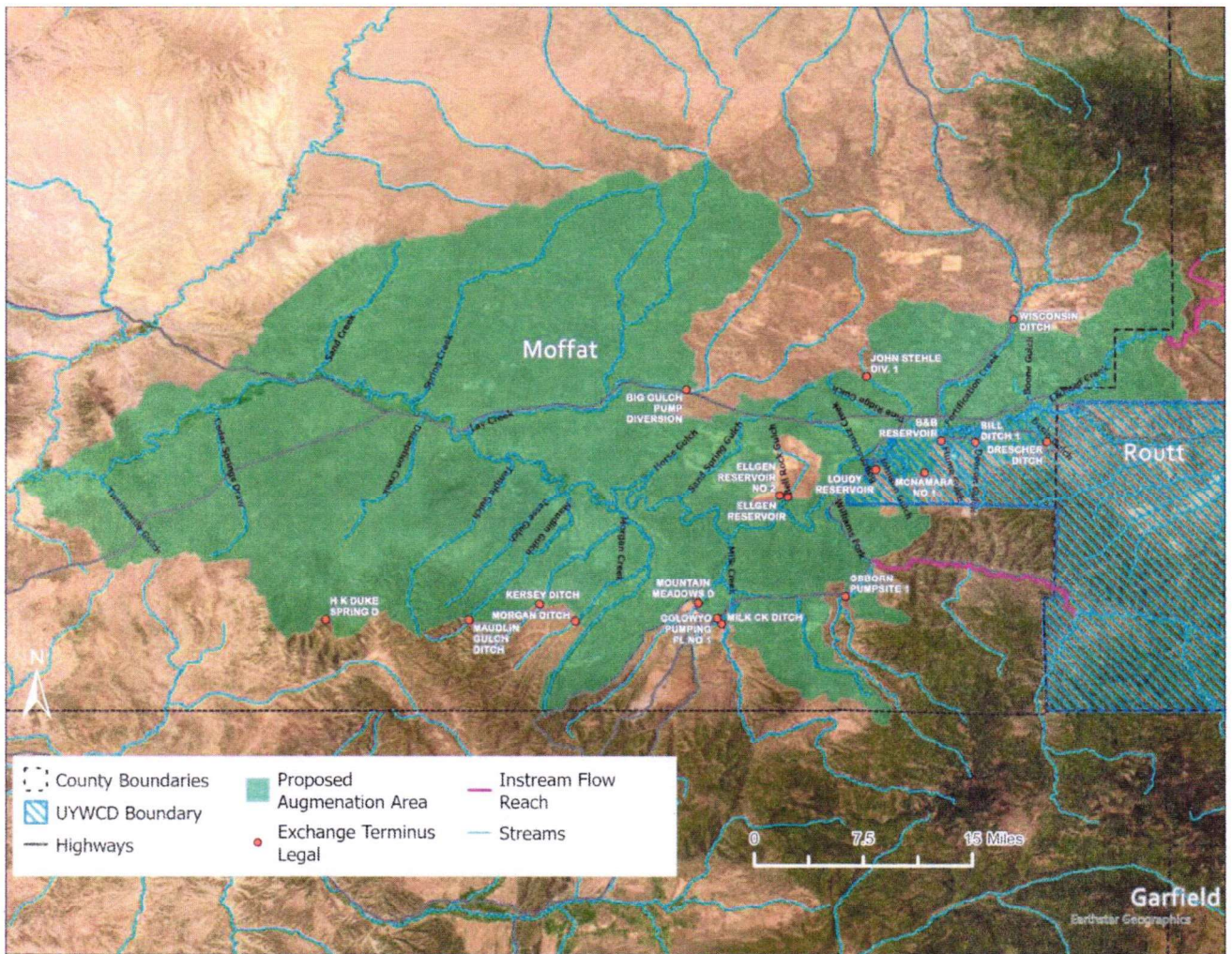
Tony Bohrer, Chairman

UPPER YAMPA WATER CONSERVANCY
DISTRICT


Doug Monger (Oct 15, 2023 13:34 MDT)
Doug Monger, President

EXHIBIT 1

Map of proposed Augmentation Area for the Lower Yampa River Augmentation Plan.





Health Information Exchange Participant Agreement





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HEALTH INFORMATION EXCHANGE PARTICIPANT AGREEMENT

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

RECITALS

- A. CORHIO is a non-profit organization dedicated to improving health and reducing healthcare costs through enhanced use of information technology and data exchange. CORHIO owns and operates a secure platform for sharing electronic health information – the Health Information Exchange (“HIE System”) for use by healthcare providers, payors, other covered entities and qualified entities to whom CORHIO grants access in accordance with its policies and the law, including without limitation laws protecting the privacy and security of health information.
- B. Participant is a Coroner’s Office and desires to have access to the HIE System for those purposes that are permitted under state and federal law. Participant will be a Data Recipient, but not a Data Provider to the HIE System.
- C. Participant is neither a HIPAA Covered Entity nor a Business Associate but rather is permitted to be a Data Recipient pursuant to C.R.S. § 30-10-606 (setting forth the legal authority of coroners in Colorado to access decedent’s PHI in the course of investigations or inquests) and an exception to the patient authorization requirements in the HIPAA regulations at 45 C.F.R. § 164.512(g). Participant nevertheless agrees to be bound by the requirements of this Agreement and agrees to limit its use of PHI to the minimum amount necessary to perform its sanctioned inquest or investigation activities and not to further disclose any Data received through the HIE System except as authorized by Applicable Law.
- D. This Agreement sets forth the terms and conditions under which Participant, together with other health care stakeholder participants who sign an agreement in substantially the same form as this Agreement or such other form as is deemed appropriate by CORHIO (collectively, “Participants”), will access and utilize the HIE System and other applicable HIE services supplied by CORHIO to Participant as may be agreed to from time to time in statements of work attached to the Agreement.

AGREEMENT

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

1. DEFINITIONS.

- 1.1. applicable to CORHIO, Participant or a party’s rights and obligations under this Agreement, including, without limitation, laws, rules and regulations applicable to the confidentiality of patient records and protected health information. “**Applicable Law**” means the federal, state, and local statutes, regulations and policies that are
- 1.2. “**Authorized User**” means any employee or contractor of Participant or of any of the affiliates of Participant who is uniquely identified and credentialed to use the HIE System to access or receive Data for a Permitted Use.



- 1.3. **“Authorization”** shall have the meaning and include the requirements set forth at 45 C.F.R. § 164.508 of the HIPAA regulations and shall include any similar but additional requirements under Applicable Law.
- 1.4. **“Business Associate Agreement”** means the separate agreement of that name entered into by CORHIO and Participant, if applicable, pursuant to the requirements of HIPAA and incorporated herein as Exhibit B.
- 1.5. **“Confidential Information”** means information that relates to a Party’s past, present, or future business activities, finances, practices, protocols, products, services, content, technical knowledge and includes, without limitation, business plans or methods, health plan relationships, acquisition plans, systems architecture, information systems, technology, data, computer programs and codes, processes, methods, operational procedures, budgets, sales and marketing programs, policies and procedures, customer lists, employee-, provider-, member-, patient- and beneficiary information, claims information, vendor information (including agreements, software and products), product plans, projections, analyses, plans or results, the existence of any business dealings or agreements between Participant and CORHIO, results of an audit of the security controls applicable to any Data in a party’s legal custody, whether held by the party or a sub-contractor of a party at a colocation facility, and any other information which is normally and reasonably considered confidential. For purposes hereof, “Confidential Information” does not include any information that the Receiving Party can establish by convincing written evidence: (a) was independently developed by the Receiving Party without use of or reference to any Confidential Information belonging to the Disclosing Party; (b) was acquired by the Receiving Party from a third party having the legal right to furnish same to the Receiving Party without disclosure restrictions; or (c) was at the time in question (whether at disclosure or thereafter) generally known by or available to the public (through no fault of the Receiving Party). Confidential Information also does not include PHI or Data, which is subject to Applicable Law and to the separate provisions of the Agreement specific to Data, including the Business Associate Agreement (**Exhibit B**).
- 1.6. **“CORHIO Policies”** means CORHIO’s Governing Principles and Policies adopted by CORHIO’s Board of Directors and incorporated herein as **Attachment 3**. The CORHIO Policies contain operating rules, definitions, standards, specifications, and other terms or conditions of operation and use of the HIE System and Services. The CORHIO Policies were developed based on the recommendations of a multi-stakeholder, consensus-driven process and are updated from time to time at the recommendation of the CORHIO Policy Committee and as approved by the CORHIO Board of Directors.
- 1.7. **“Data”** means the data and information provided to, processed by, or accessible or disclosed through the HIE System or other services, including but not limited to Protected Health Information (“PHI”).
- 1.8. **“Data Exchange”** means electronically providing, receiving, or accessing Data through the HIE System.
- 1.9. **“Data Recipient”** means a Participant whose Authorized Users and systems will access or receive Data through the HIE System and Services.
- 1.10. **“Data Provider”** means a Participant that sends Data to CORHIO for access, use and disclosure through the HIE System. For the avoidance of doubt, Participants that only provide patient or member lists to facilitate CORHIO’s provision of Services are not Data Providers.
- 1.11. **“Dispute”** means any controversy, dispute, or disagreement arising out of or relating to this Agreement.
- 1.12. **“External Networks”** means statewide, nationwide or other health information exchange networks, including but not limited to the eHealth Exchange, Colorado’s Qualified Health Network, the Patient Centered Data Home network, which enable the secure exchange of health information among



authorized parties, all in accordance with Applicable Law and CORHIO Policies.

- 1.13. "Fees"** means the fees due under this Agreement, as set forth in Exhibit A and/or a Statement of Work.
- 1.14. "HIE System"** means all software, hardware and other technology used by or on behalf of CORHIO, or any third-party vendor(s) or subcontractors of CORHIO, to provide the Services, including but not limited to the administrative, operational, and information system support services required to operate the HIE.
- 1.15. "HIE Operations"** shall mean the obligations of CORHIO in operating the HIE, including but not limited to the following activities:
- 1.15.1.** Facilitating Data Exchange and managing authorized requests for, and disclosures of, Data amongst Participants in the HIE for Permitted Uses;
 - 1.15.2.** Creating and maintaining a master patient index; providing record locator services and performing patient matching services;
 - 1.15.3.** Processing or otherwise implementing patient consent (including Opt-Out and opt-in) requests;
 - 1.15.4.** Conducting or assisting in the performance of audits;
 - 1.15.5.** Training Participants and Authorized Users and providing support services;
 - 1.15.6.** Maintaining industry-accepted security and privacy functions;
 - 1.15.7.** Standardizing or normalizing data formats;
 - 1.15.8.** Implementing policies and other business rules to assist in the automation of data exchange;
 - 1.15.9.** Facilitating the identification and correction of errors in health information records;
 - 1.15.10.** Aggregating data from multiple Participants, including to create, update, modify, transmit, standardize, maintain, or disclose a continuity of care document;
 - 1.15.11.** Evaluating the performance of the HIE System and Services and developing new functionality of the HIE;
 - 1.15.12.** Conducting maintenance or technical system support of the HIE System or Services; and
 - 1.15.13.** Engaging in any other activities as may be required to facilitate the operation of the HIE System that are consistent with this Agreement and Applicable Law.
- 1.16. "HIPAA"** means the Health Information Portability and Accountability Act of 1996, specifically including the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information (45 C.F.R. Parts 160 and 164) as amended by the Health Information Technology for Economic and Clinical Health Act, enacted as Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, including regulations published as the Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules (the "Omnibus HITECH Rule"), Vol. 78 Federal Register No. 17 (January 25, 2013) and any further amendments, modification, or renumbering which occurs or takes effect during the term of the Agreement.
- 1.17. "Implementation"** means the steps taken by the Parties to support Participant's initial connectivity to and Data Exchange through the HIE System or to enable Participant's use of Services described in Exhibit A or any associated Statement of Work.
- 1.18. "Laws"** means all applicable laws, statutes, ordinances, regulations, rules, codes, treaties, directives,



standards or other legal requirements.

- 1.19. **“Live Date”** means the date, following notice by CORHIO of completion of the Implementation, on which the parties agree that Participant has met the criteria established by CORHIO for access and use of the HIE System and Services.
- 1.20. **“Opt-Out”** means a Patient’s ability to make a meaningful and informed choice to decline to have their PHI compiled in the HIE System and shared in CORHIO’s clinical portal or via care summaries in accordance with CORHIO Policies.
- 1.21. **“Patient” or “Individual”** means the individual person or, if appropriate in the context in which it occurs, the Individual’s legal representative, authorized to act for the Individual under Applicable Law for matters relating to Data.
- 1.22. **“Permitted Use”**
 - 1.22.1. As to CORHIO, Permitted Use of Data means: (i) for HIE Operations; (ii) for the provision of Services; (iii) to permit participants to access Data through the HIE System in accordance with this Agreement, CORHIO Policies, and Applicable Law; including but not limited to for purposes of Treatment, Payment and Health Care Operations (as those terms are defined in HIPAA) of Participant and other participants in the HIE System; (iv) for uses and disclosures to a public health authority, as defined and permitted under HIPAA, if and to the extent HIPAA authorizes such disclosure by a Covered Entity (as such term is defined in HIPAA); (v) to carry out CORHIO’s duties under this Agreement and/or the rules and regulations governing any External Networks in which CORHIO participates; (vi) to comply with and carry out CORHIO’s obligations under Applicable Law; (vii) to assess and articulate the value of the HIE in a manner consistent with CORHIO’s mission and purposes; and (viii) to use or release data as permitted by the CORHIO Policies.
 - 1.22.2. As to Data Recipients and Authorized Users, Permitted Use of Data means any use that is permitted or required under HIPAA, the CORHIO Policies, or other Applicable Law governing the use and disclosure of patient data, including but not limited to uses and disclosures for Treatment, Payment and Health Care Operations (as those terms are defined in HIPAA).
- 1.23. **“Protected Health Information” or “PHI”** shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, as applied to the information created, received, transmitted, or maintained by CORHIO, or any third-party vendor(s) or subcontractors of CORHIO, on behalf of Participant and other HIE Participants.
- 1.24. **“Qualified Service Organization” or “QSO”** shall have the meaning given to such term under the Part 2 Regulations at 42 C.F.R. § 2.11.
- 1.25. **“Services”** refers to services and deliverables provided by CORHIO to Participant, pursuant to this Agreement, including Exhibit A and any additional Statements of Work.
- 1.26. **“Service Levels”** means CORHIO’s then-current service levels for the operation of the HIE System made available to Participant by CORHIO.
- 1.27. **“Statement of Work” or “SOW”** means the addendum set forth in Exhibit A and any other addendum that is mutually agreed upon in writing and signed by the parties from time to time that describes Services to be provided by CORHIO to Participant including applicable Fees under this Agreement.
- 1.28. **Other Terms.** A defined term, indicated by capitalization of the first letter(s), not otherwise set forth above or elsewhere in the Agreement shall have the meaning stated in HIPAA or, if not defined in HIPAA, assigned by other Applicable Law.



2. SERVICES.

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

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

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

Attachment 1: CORHIO Standard Services

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

Attachment 3: CORHIO Governing Principles and Policies

Exhibit A – Statement of Work

Exhibit B – HIPAA Business Associate Agreement

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

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

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

2.7. Implementation and Connectivity. Implementation of the Services and access to the HIE System between Participant and CORHIO's Services and the HIE System, as applicable, will be established on a mutually agreed submission schedule, and through mutually agreed means as appropriate to or in accordance with a SOW. All Data Exchange shall be in accordance with this Agreement and Applicable Law including without limitation laws related to the use and disclosure



of sensitive health information. In no case shall a Party be required to disclose PHI in violation of Applicable Law.

- 2.8. **Appropriate Use.** Subject to Applicable Law, CORHIO authorizes Participant and its Authorized Users to access and use the HIE System and the Services for Permitted Purposes and only as authorized in this Agreement and in the CORHIO Policies, which may be updated from time-to-time consistent with Section 4.
- 2.9. **Participation in External Networks.** To support Participant's communications with entities that are not CORHIO Participants, CORHIO participates in one or more External Networks. **Attachment 2** and the CORHIO Policies sets forth the terms and conditions that apply to the exchange of information through such External Networks.

3. PAYMENT.

3.1. Fees.

- 3.1.1. Participant shall pay CORHIO for the Services to be performed under this Agreement and use of the HIE System per the Fee schedule set forth in an applicable Statement of Work. Unless otherwise provided in a Statement of Work, CORHIO shall invoice Participant on a monthly calendar basis for Services rendered during the previous calendar month, and Participant shall pay any Fees within thirty (30) days of receipt of the invoice.
- 3.1.2. All Fees will be paid in U.S. dollars and are non-refundable once paid, except as otherwise provided in this Agreement. All Fees are exclusive of any taxes, and Participant (unless recognized by the applicable taxing authority as exempt from tax) agrees to pay any taxes, whether federal, state or local, or municipal that may be imposed upon or with respect to the Services or otherwise as a result of this Agreement, exclusive of taxes on CORHIO's net income.
- 3.1.3. Except as otherwise set forth herein, Participant will be solely responsible for any other charges or expenses of its third party vendors that Participant may incur to access or use the HIE System or any other Services, including, without limitation, Internet access charges, and fees charged by third-party vendors with which Participant has contracted for products and services.
- 3.2. **Late Payment.** If Participant fails to pay any amounts due within sixty (60) days after the invoice receipt date, any amounts not paid may bear interest from the original due date until paid at the greater of 1.5% per month or the highest rate allowed by Applicable Law, together with collection costs, including reasonable attorneys' fees, incurred in enforcing this Agreement. Following a past due payment notice from CORHIO, CORHIO reserves the right to suspend the Services, including Participant's access to the HIE System, pending payment in full of all outstanding Fees. If Participant fails to pay any amounts due within one hundred twenty (120) days after the invoice receipt date, CORHIO may pursue termination of the applicable SOW, a specific Service or the entire Agreement in accordance with Section 17 ("Term and Termination") of this Agreement.
- 3.3. **Fee Increases.** Subject to the terms of a SOW, CORHIO may from time to time but no more frequently than once in any 12-month period increase the Fees. Such an increase will be effective thirty (30) days after written notice to Participant subject to the exceptions listed in an SOW. Participant shall have the right, in accordance with Section 17, to terminate this Agreement as a result of any fee increases.
- 3.4. **Non-Appropriation:** Participant's expenditure of any funds under this Agreement beyond the current county fiscal year shall be expressly subject to and contingent upon the Participant's budgeting and appropriating funds for such proposes according to the Colorado Local Government Budget Law and C.R.S. Section 29-1-110. Should such funds not be budgeted and appropriated for the Participant's



obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the Participant shall provide CORHIO with prior written notice of such termination in accordance with Section 17.2 below.

4. CORHIO POLICIES.

- 4.1. **Compliance with CORHIO Policies.** By entering into this Agreement, Participant expressly agrees to be bound by those CORHIO Policies that are applicable to Participant's business. The CORHIO Policies may be updated from time to time as set forth in Section 4.2 and are incorporated herein as **Attachment 3**.
- 4.2. **Amendment of Policies.** CORHIO may amend or change the Policies to accommodate the availability of new services, systems, functionality, or changes to Permitted Uses or HIE Operations, through formal action of CORHIO's Board of Directors under recommendation from CORHIO's policy committee, which is comprised of representatives from participant communities in Colorado. CORHIO will review its Policies from time to time during the term of this Agreement, including as directed by the Board. CORHIO will generally provide thirty (30) days notice to Participant before such amendment or change to CORHIO's Policies becomes effective; however, CORHIO reserves the right to provide notice of fewer than thirty (30) days should circumstances warrant. In the event of such amendment or change by CORHIO, Participant may, at its option, terminate this Agreement within thirty (30) days of receipt of notice from CORHIO.
- 4.3. **Other Technical Specifications.** In addition to, and subject to, the CORHIO Policies, CORHIO and Participant may establish other technical specifications or other terms and conditions as to a specific SOW.

5. OBLIGATIONS OF CORHIO.

- 5.1. **Availability of HIE System.** Subject to the terms of this Agreement, CORHIO shall maintain the functionality of the HIE System for the provision and consumption of the Services in accordance with CORHIO's then-current Service Levels. CORHIO's Service Levels are available on the support and onboarding section of CORHIO's website.
- 5.2. **Opt-Out Right.** CORHIO will provide information and education to Participants that are health care providers about the right of Individuals to Opt-Out of the HIE System or to rescind a decision to Opt-Out. CORHIO shall comply with the process set forth in the Policies for enabling Individuals to Opt-Out of having their patient information compiled and shared in CORHIO's clinical portal or via care summaries. The Opt-Out right of Individuals, including the ability of Individuals to change their Opt-Out status at any time, is available through means established and implemented by CORHIO. CORHIO shall periodically review its Opt-Out process to ensure compliance with Applicable Law.
- 5.3. **Obligations under 42 C.F.R. Part 2 as a QSO.** CORHIO may act as a Qualified Service Organization on behalf of Participant in the event Participant or a unit within Participant's organization is a substance use treatment program that must comply with the Part 2 Regulations. To the extent the PHI received by CORHIO is protected by the Part 2 Regulations, CORHIO acknowledges that in receiving, storing, processing or otherwise dealing with Part 2 Data, CORHIO is fully bound by the Part 2 Regulations. If necessary, CORHIO will resist in judicial proceedings any efforts to obtain access to Part 2 Data except as permitted by the Part 2 Regulations. Participant shall not send Part 2 Data to CORHIO unless such data is clearly designated as such and CORHIO has notified Participant in writing that CORHIO can accept Part 2 Data.
- 5.4. **Training.** CORHIO shall provide or arrange for the provision of training to Participant and Participant's Authorized Users (as applicable to the Services) regarding access and use of the



HIE System and Services, including without limitation training for new or additional Authorizers Users when added by Participant.

- 5.5. **Support.** CORHIO will use commercially reasonable efforts to provide technical support and respond to incidents involving access to or use of the HIE System or Services in accordance with the time frames defined in CORHIO's then-current Service Levels. Updated Service Levels shall be published on CORHIO's website or timely sent to Participant.
- 5.6. **Security.** CORHIO shall provide access to the Services and the HIE System via a secured methodology, consistent with industry standards, Applicable Law, and CORHIO's Policies, which shall incorporate end user authorization by Participant for access where applicable. CORHIO is responsible to ensure the security of its Services and shall operate the HIE System in a manner that protects the confidentiality, integrity, availability and security of Data. CORHIO will ensure encryption of Data through the use of generally accepted industry standards and methods, in no case less than is required under the Business Associate Agreement and under other applicable laws and CORHIO's Policies and Procedures.
- 5.7. **Changes to HIE System or Services.** CORHIO reserves the right to modify or make improvements to the HIE System and/or the Services, or to cease providing certain Services, at any time subject to Participant's termination rights set forth in Section 17.
- 5.8. **Response to Court Orders, Subpoenas, or Government Requests for Data.** If CORHIO or any of its subcontractors or third party vendors receives a court order or subpoena for Data, or a request for Data by a government entity pursuant to applicable Law, CORHIO, to the extent permitted by Applicable Law, will provide timely notice to the Participant that provided the Data, if known, as soon as possible after receipt of the request, so that the Participant has an opportunity to object to the court order, subpoena or governmental request (in accordance with the stated timelines in the request). CORHIO will not be responsible for contesting or objecting to any such court order, subpoena or governmental request, but will reasonably assist a Participant in its efforts to do so at no cost to CORHIO. CORHIO will comply with Applicable Law, including Colo. R. Civ. Proc. 45, in responding to subpoenas.

6. PARTICIPANT GENERAL OBLIGATIONS.

- 6.1. **Data Exchange.** Participant agrees that its participation in any Data Exchange, and use of the Services and HIE System by it and its Authorized Users, will comply with the terms of this Agreement, CORHIO Policies, and Applicable Law.
- 6.2. **Equipment and Software.** Participant will be solely responsible, at Participant's own expense, for acquiring, installing and maintaining all hardware, software, Internet access, browser versions and other equipment as may be necessary for Participant and each Authorized User to connect to, access, or use the HIE System, as applicable, or any other Services. CORHIO will not be responsible for any delay in performing or failure to perform any Services or other obligations due to any failure by Participant to provide the resources to facilitate connectivity to the HIE System or Services.
- 6.3. **Onboarding and Implementation.** Participant agrees to comply with and participate in the requirements of CORHIO's onboarding process and acknowledges that Implementation of the Services will require multiple meetings. Participant is responsible for scheduling the Implementation with its electronic health records system vendor(s) and any resulting EHR system vendor fees.
- 6.4. **Notice of Privacy Practices and Opt-Out.** Where applicable, Participants that are clinical providers i) are responsible for updating and appropriately distributing their Notices of Privacy Practices to inform Patients of their participation in the HIE System in accordance with HIPAA and Applicable Law; and ii) are responsible for providing Patients with notice of their right to Opt-Out of having their information compiled in the HIE System and shared in CORHIO's



clinical portal or consolidated care summaries in accordance with CORHIO Policies.

- 6.5. **Participant Restrictions.** Participant will not permit any Authorized User, employee or third party to: (a) alter, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the method of operation of the HIE System or Services; (b) use the HIE System or Services for other than Participant's or the Authorized User's own business purposes; (c) use the HIE System or Services for purposes of providing outsourcing, service bureau, hosting, application service provider or online services to third-parties, or otherwise make access to the HIE System available to any third-party not related to or affiliated with Participant; or (e) use the HIE System or Services for any purpose that is illegal in any way, or that advocates illegal activity.
- 6.6. **Responsibility for Conduct of Participant and its Authorized Users.** Participant shall be solely responsible for all acts and omissions of the Participant and / or the Participant's Authorized Users, and all other individuals who access the HIE System and /or use the Services either through the Participant or by use of any password, identifier, or log-on received or obtained, directly or indirectly, lawfully or unlawfully, from the Participant or any of Participant's Authorized Users, pertaining to the use of the HIE System or Services, and all such acts and omissions shall be deemed to be the acts and omissions of the Participant. Participant is solely responsible for updating CORHIO of changes in Authorized User status, including to notify CORHIO when an Authorized User account should be suspended or terminated.
- 6.7. **Participant Use of Data and Services.** Participant will remain solely responsible for the professional and technical services provided by Participant, including all clinical or other decisions resulting from or involving any Data or the use of the HIE or other Services. CORHIO will not be responsible for any failure to validate the accuracy of any Data (including Participant Data) obtained by Participant or any Authorized User through the HIE System prior to making any such use or rendering any such decision based on such Data. Except due to the negligence of CORHIO, CORHIO will have no responsibility or liability, and Participant will not have any claim or cause of action against CORHIO, resulting from or relating to any clinical services or payment rendered or withheld based on any Data or the use of the HIE or other Services.
- 6.8. **Lab Connectivity and Sharing of Lab Data (applicable only to Participants that employ physicians or other persons authorized to order laboratory tests under Applicable Law).** Participant agrees to authorize LabCorp and Quest Diagnostics to transmit laboratory result reports to the HIE System for delivery to Participant by executing the Provider Authorization forms available on the Participant onboarding section of the [CORHIO website](#). Participant acknowledges that other participants will have access to such results in accordance with this Agreement and Applicable Law. Participant also understands that CORHIO will not deliver the official, chartable report of laboratory testing results that complies with applicable Law or otherwise meets the Participant's needs.
- 6.9. **Safeguards and Security Obligations.** Participant will be solely responsible for the preservation, privacy, and security of all Data maintained by Participant on its own systems, including, without limitation, backup and disaster recovery. CORHIO does not provide any such services as part of the HIE System or other Services. Participant shall implement and maintain appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of the Data accessible through the HIE System, to protect it against reasonably anticipated threats or hazards, and to prevent its use or disclosure other than as permitted by this Agreement or required by Applicable Law.
- 6.10. **Notification of Breach of Agreement.** Participant will immediately notify CORHIO upon becoming aware of any breach of this Agreement, CORHIO Policies or Applicable Law and will provide reasonable assistance to CORHIO in the mitigation of any such breach by Participant or any Authorized User.



7. DATA RECIPIENT OBLIGATIONS.

- 7.1. **Applicability.** The obligations of this Section 7 apply to a CORHIO participant that is a Data Recipient. These obligations do not apply to a participant that is **only** a Data Provider.
- 7.2. **Prohibited Uses.** Data Recipient shall not use or permit the use of the HIE System, Services or Data for any purpose or use other than for the Permitted Uses or for any purpose or in any manner that is prohibited by HIPAA, the CORHIO Policies, or other Applicable Law.
- 7.3. **Authorized Users.** Data Recipient will identify and authenticate its Authorized Users, in accordance with this Agreement and CORHIO Policies. Authorized Users will include only those persons who require access to the HIE System to facilitate Data Recipient's use of the Data for a Permitted Use. Each Authorized User shall be individually credentialled for access to the HIE System. In accordance with Section 6.5, Data Recipient is responsible to ensure its Authorized Users comply with the terms and conditions of this Agreement, CORHIO Policies and Applicable Laws and is solely responsible for all use of the HIE System by its Authorized Users. Data Recipient will assure that each Authorized User has received training on the requirements of this Agreement and CORHIO Policies that are applicable to Authorized Users before access is granted.
- 7.4. **No Third-Party Access.** Except as required by Applicable Law, Participant shall not permit any third party (other than Participant's Authorized Users) to have access to the HIE System or to use the Services without the prior written agreement of CORHIO.
- 7.5. **Relationship with Individuals.** By including an Individual on Participant's patient panel or member file that is submitted to CORHIO in conjunction with the Services (if applicable), Participant represents and warrants that it has a HIPAA-compliant treatment, payment or healthcare operations relationship with the Individual and is authorized to receive Data through the HIE System for that Individual.

8. DATA PROVIDER OBLIGATIONS

- 8.1. **Applicability.** The obligations of this Section 8 apply to a CORHIO participant that is a Data Provider. These obligations do not apply to a participant that is **only** a Data Recipient. Nothing in this Section or elsewhere in this Agreement is intended to or will be deemed to limit Data Provider's use of its own Data in any way.
- 8.2. **Data Subject to Special Protection.** Data Provider shall comply with all Applicable Laws governing patient consent to the use or disclosure of PHI. Data Provider agrees that, to the extent any Data is subject to special restrictions on Data Exchange or requires specific consent or Authorization from the subject Individual before being used or disclosed for or through the HIE System, such Data will not be disclosed to CORHIO unless Participant has determined that providing the Data will comply with such Applicable Law and/or Participant has obtained any required consent or Authorization from the subject Individual. Data Provider is solely responsible for determining the applicable special restrictions provided for under Applicable Law. In addition, Participant may elect not to disclose Data to the HIE that is subject to special protection.
- 8.3. **Representation as to Data Accuracy.** Data Provider shall use reasonable and appropriate efforts to assure that all Data it provides to the HIE is accurate, free from serious error, and reasonably complete. Data Provider shall cooperate with and assist CORHIO in correcting any inaccuracies or errors in the Patient Data it provides to the HIE System. Data Provider will not provide or make available any Data that it reasonably knows or reasonably should have known would violate Applicable Law or CORHIO Policy, or that it reasonably knows or reasonably should have known: (a) is an infringement, misappropriation, or violation of any intellectual property rights, publicity/privacy rights, or other rights of any third party; (b) is illegal in any way or that advocates illegal activity; (c) contains any viruses or is intended to damage, surreptitiously intercept, or expropriate the Services or HIE or any other system, data, or information; or (d) is



false, inaccurate, incomplete, or not current.

- 8.4. **Right to Use Data.** Subject to the terms of the Business Associate Agreement between the Parties, Applicable Law and CORHIO's Policies, Data Provider grants CORHIO the right to use its Data for Permitted Uses.
- 8.5. **OID Requirements.** As a condition of participation in the HIE System or receipt of any Services, CORHIO requires every Data Provider to obtain and register an OID (a globally unique ISO identifier) via HL7.org so that CORHIO may accurately identify and route data to other participants. As soon as possible following execution of this Agreement and before CORHIO Implementation of Data Provider Services can commence, Participant shall provide CORHIO with its unique HL7 registered OID.
- 8.6. **Limited Data Sets and De-Identified Data.** Data Provider grants CORHIO the right to create de-identified data sets or limited data sets (as those terms are defined in HIPAA) that includes Data Provider's Data and to disclose such data sets for any purpose for which Data Provider may disclose a limited data set or de-identified data set without Individual authorization. Data Provider hereby authorizes CORHIO to enter into data use agreements for the use of limited data sets in accordance with Applicable Law and CORHIO Policies.

9. CONFIDENTIALITY

- 9.1. **Confidentiality Obligations.** During the term of this Agreement, from time to time, either party may disclose (the "Disclosing Party") or make available to the other party (the "Receiving Party"), whether orally, electronically or in physical form, Confidential Information. Each party agrees that during the term of this Agreement and thereafter: (a) it will use Confidential Information belonging to the Disclosing Party solely for the purpose(s) of this Agreement; and (b) it will not disclose Confidential Information belonging to the Disclosing Party to any third party (other than the Receiving Party's employees, contractors and/or professional advisors on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein) without first obtaining the Disclosing Party's written consent. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party. The Receiving Party will protect all Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature but with no less than reasonable care, consistent with industry accepted protections. Further, both parties shall limit the number of personnel, subcontractors and agents who will have access to Confidential Information to the extent access is necessary and appropriate to the work function of individual personnel, subcontractors and agents.
- 9.2. **Required Disclosures.** These confidentiality obligations will not restrict any disclosure required by order of a court or any government agency, provided that the Receiving Party gives prompt notice to the Disclosing Party of any such order and reasonably cooperates with the Disclosing Party at the Disclosing Party's request and expense to resist such order or to obtain a protective order.
- 9.3. **Unauthorized Use or Disclosure.** If the Receiving Party becomes aware of any unauthorized use or disclosure of the Confidential Information of the Disclosing Party, the Receiving Party shall promptly and fully notify the Disclosing Party of all facts known to it concerning such unauthorized use or disclosure.
- 9.4. **Management Uses.** CORHIO may reasonably request information, including Confidential Information, from Participant for purposes of HIE System administration, operations, testing, problem identification, problem resolution, management of the health information exchange, and otherwise as may be necessary and appropriate to carry out its obligations under Applicable Law.
- 9.5. **Injunctive Relief.** The parties acknowledge and agree that the disclosure of Confidential



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

10. DATA

10.1. Data Rights. Without limiting any obligation or requirement imposed by the Business Associate Agreement between the Parties and incorporated by reference herein and consistent with all Applicable Laws, neither party will use the Data except as expressly provided by the terms of this Agreement and solely to the extent that those terms are in compliance with Applicable Law. Neither Party makes any representation as to the rights held by such party, nor provides any individual with any rights, in any Data other than as permitted by this Agreement and Applicable Law and CORHIO Policies. As between Participant and CORHIO, Participant shall at all times remain the exclusive owner of Participant Data. In no event shall CORHIO claim any ownership rights with respect to Participant Data, and CORHIO shall not take any action with respect to such Participant Data that is inconsistent with this Agreement. If applicable, once Participant Data is exchanged through the HIE System subject to the terms of this Agreement, such Data may not continue as Participant's sole property.

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

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

11. LICENSE.

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

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

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



code, structure or ideas upon which such software is based.

12. WARRANTIES AND DISCLAIMERS.

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

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

12.3. Disclaimers.

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

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

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

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

12.5. Inaccurate Data. Without limiting any other provision of this Agreement, CORHIO and its vendors shall have no responsibility for or liability related to the accuracy, content, currency,



completeness, content, or delivery of any Data either provided by a Data Provider or used by a Data Recipient pursuant to this Agreement, except to the extent that the content of such Data is distorted or corrupted as a direct result of the negligent acts or omissions or willful misconduct of CORHIO.

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

13. LIMITATION OF LIABILITY.

13.1. IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY IN THIS AGREEMENT: (1) NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND WHETHER OR NOT SUCH PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFITS, LOST DATA OR INFORMATION, COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES, OR INJURY TO REPUTATION, OR CLAIMS ARISING FROM ANY DELAY, OMISSIONS OR ERROR IN THE HIE, PROVISION OR RECEIPT OF DATA; AND (2) EACH PARTY'S TOTAL CUMULATIVE LIABILITY FOR ANY INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES RELATED TO THIS AGREEMENT WILL NOT EXCEED THE SUM PAID ON BEHALF OF, OR TO THE LIABLE PARTY, BY ITS INSURERS IN SETTLEMENT OR SATISFACTION OF A CLAIM OR, IF NO SUCH INSURANCE COVERAGE IS PROVIDED WITH RESPECT TO A CLAIM, THE AMOUNTS ACTUALLY PAID TO CORHIO BY PARTICIPANT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO ANY SUCH LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY ARE INTENDED TO APPLY ONLY TO THE PARTIES TO THIS AGREEMENT AND EACH PARTY EXPRESSLY RETAINS ALL RIGHTS AND REMEDIES IT MAY HAVE UNDER THIS AGREEMENT OR UNDER APPLICABLE LAW WITH RESPECT TO ANY THIRD PARTY.

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

14. INSURANCE. CORHIO and Participant will each purchase and maintain commercial general liability insurance, professional liability / Errors & Omissions Liability (including cyber liability) insurance coverage and such professional and general liability insurance coverage as that party deems



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

15. INDEMNIFICATION.

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

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

15.3. INTELLECTUAL PROPERTY INFRINGEMENT.

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

15.3.2. CORHIO's obligation under this Section 15.3 ("IP Infringement") will not extend to any IP Infringement Claim based on or arising from any: (i) use of the HIE System or Service employing hardware, software, systems, or any other configuration not authorized by CORHIO; (ii) use of the HIE System or other Services not in accordance with the terms of this Agreement or Applicable Law or Policy; or (iii) impermissible



modification of the CORHIO HIE System or Services not sanctioned or approved by CORHIO. CORHIO will have no liability for an IP Infringement Claim if Participant fails to: (1) notify CORHIO in writing of the IP Infringement Claim promptly upon learning of it or otherwise receiving notice; (2) provide CORHIO with reasonable assistance requested by CORHIO for the defense or settlement (as applicable) of the IP Infringement Claim; (3) provide CORHIO with the exclusive right to control and the authority to settle the IP Infringement Claim (Participant may participate in the matter at its own expense); or (4) refrain from making admissions about the IP Infringement Claim without CORHIO's prior written consent.

15.3.3. THIS SECTION 19.3 ("IP INFRINGEMENT") STATES CORHIO's ENTIRE LIABILITY FOR IP INFRINGEMENT RELATING TO THIS AGREEMENT, OR THE SERVICES PROVIDED TO PARTICIPANT.

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

17. TERM, TERMINATION, AND SUSPENSION OF SERVICES.

17.1. Term. This Agreement shall begin on the Effective Date and shall continue for an initial term of one (1) year (the "Initial Term"). This Agreement will automatically renew after the Initial Term for successive one (1) year terms, unless earlier terminated as set forth below.

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

- 17.2.1.** If either Party materially breaches any provision of this Agreement and fails to cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement with written notice;
- 17.2.2.** Either Party may terminate this Agreement for any reason or no reason upon sixty (60) days prior written notice to the other Party;
- 17.2.3.** As described in Section 3 (Fees), Section 4 (CORHIO Policies), Sections 5 (CORHIO Obligations), and Section 18 (Assignment and Change in Control).
- 17.2.4.** If either Party determines that its continued participation in this Agreement would cause it to violate any Applicable Law or would place it at material risk of suffering any sanction, penalty, or liability, then that Party may terminate this Agreement immediately upon written notice to the other Party.
- 17.2.5.** CORHIO may terminate an SOW concurrently with the termination or suspension of any agreement with its subcontractors or third-party vendors that provide any essential component of the Services provided under that SOW, provided that CORHIO will promptly notify Participant and, upon request by Participant, will use commercially reasonable efforts to require the subcontractor or third-party vendor to cooperate with the migration of Data and applicable Services to an alternative vendor.

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



to resolve the issues leading to such suspension. Participant may direct CORHIO to suspend access for a Participant's Authorized User, and CORHIO will suspend such access promptly. CORHIO's suspension of Participant's or an Authorized User's access to the HIE shall not automatically toll any Fees due hereunder.

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

17.5. Effect of Termination.

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

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

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

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

19. QUALIFIED IMMUNITIES (IF APPLICABLE). This Section 19 is applicable only to Participants that are public sector entities, as described herein. The liability, if any, of Participant for damages, losses, or costs arising out of or related to acts performed by Participant pursuant to this Agreement, will be governed by the provisions of the Immunity Act and the Federal Tort Claims Act, 28 U.S.C. 2671 et



seq. as applicable, as now or hereafter amended, and no provision of this Agreement, will be deemed a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any applicable provisions of the Immunity Act or the Federal Tort Claims Act, as it pertains to certain public sector Participants. No Participant that is a “public entity” of the State of Colorado, as defined in Immunity Act at CRS § 24-10-103, will be obligated by this Agreement to indemnify, hold harmless, exonerate or defend, any other Participant or CORHIO for any claim or other liability, asserted or unasserted, pursuant to this Agreement.

- 20. DISPUTE RESOLUTION.** The Parties will attempt to resolve any Dispute according to the procedure set forth in this Section 20 (“Dispute Resolution”). Upon written notice of a Dispute from either Party, each Party will appoint a senior manager or executive who will meet for the purpose of resolving the Dispute. During the thirty (30) day period following such initial meeting (or such other period as the Parties may agree in writing), the designated representatives will meet as often as reasonably necessary to negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding. Notwithstanding any other provision of this Agreement, if a Dispute is not resolved by the Parties within ninety (90) days after the issuance of written notice under this provision, either Party may take any available action in law or in equity. Nothing in this provision will prevent a Party from seeking a restraining order, injunction or other equitable relief before commencing or during the foregoing informal Dispute Resolution processes. Each Party will bear its own costs and expenses, and an equal share of the administrative fees of the Dispute Resolution.

21. ADDITIONAL PROVISIONS

- 21.1. Auditing and Monitoring.** CORHIO will have the right, but not the obligation, to monitor and audit HIE System use by Participant and its Authorized Users, including to confirm compliance with this Agreement, CORHIO Policies, and Applicable Law. Unless prohibited by Applicable Law, Participant agrees to cooperate with CORHIO in these monitoring and auditing activities.
- 21.2. Access Logs.** Data Recipients will maintain records of access to and use of the HIE System in accordance with usual practices. CORHIO will maintain records of use of the HIE System in accordance with CORHIO Policies, provided that such Policies conform to Applicable Law and with recognized health care industry standards. Each Party will, upon request, provide the other with information from its access logs if reasonably required for the requesting Party to comply with Applicable Law. In addition, Participant will not unreasonably refuse to provide CORHIO with a copy of information from its access logs if CORHIO demonstrates a specific need for such information relating to the operation of the HIE System. CORHIO will provide Participant with information from its access logs in accordance with the requirements of the applicable Business Associate Agreement and CORHIO Policies. Information from access logs provided pursuant to this Agreement shall be treated as Confidential Information by the recipient subject to the provisions of this Agreement.
- 21.3. Legal and Regulatory Compliance.** All Services performed under this Agreement shall be in compliance with Applicable Law and CORHIO’s Policies, including but not limited to, those relating to the confidentiality, privacy, security, or other access or use of the HIE or any Data.
- 21.4. Antitrust Compliance.** Participant agrees not to use any information or Data available through the HIE System or to which it has access under this Agreement to evaluate or set its own prices for services or products or to otherwise act in violation of state or federal antitrust laws and regulations. Participant also agrees not to discuss prices for Services with other CORHIO Participants or to make any effort collectively with other Participants to establish prices in violation of law.
- 21.5. Entire Agreement.** This Agreement including its Attachments, Exhibits and any SOWs placed hereunder shall constitute the entire agreement between Participant and CORHIO relating to the matters specified in this Participant Agreement and supersedes all earlier representations or



agreements with respect to the same matters, including any other Participant Agreement previously executed between the parties. The terms and conditions of the Attachments, Exhibits and any SOW hereunder, are integral parts of this Agreement and are fully incorporated herein by this reference. No conflicting or supplemental pre-printed provisions on CORHIO and Participant forms (including without limitation shrink wrap terms, terms on purchase orders or invoices) shall be binding on the parties.

- 21.6. Amendment.** This Agreement may be amended from time to time as agreed upon by both Parties. Any amendment or modification to this Agreement or any duly executed SOW hereunder shall not be valid, enforceable, or binding on the Parties unless such amendment or modification (a) is a written instrument duly executed by the authorized representatives of both Parties; and (b) references this Agreement and any SOW, if applicable, and identifies the specific sections contained therein which are amended or modified. However, if an amendment of this Agreement is required for CORHIO to comply with Applicable Law or to ensure the secure and effective operation of the HIE System, CORHIO may implement the change within a time period that CORHIO determines to be reasonable under the circumstances, subject to Participant's termination rights contained herein. No oral modification or waiver of any of the provisions of this Participation Agreement is binding on either Party.
- 21.7. Governing Laws / Venue.** This Agreement will be governed by and interpreted in accordance with the Laws of the State of Colorado without regard to the conflict of law provisions. Any action or proceeding arising from or relating to this Agreement must be brought exclusively in a state or federal court in Denver, Colorado, and each party irrevocably submits to the exclusive jurisdiction and venue of such courts.
- 21.8. Use of Trademarks and Trade Names.** Nothing in this Agreement will be deemed to give either Party any right to use the other Party's trademarks, trade names, logos, and service marks without the other Party's prior written consent. Notwithstanding the foregoing, the Parties acknowledge and agree that CORHIO may identify Participant as participating in the HIE, including for the purposes of community planning, provider engagement, public notice of HIE participation, advisory committee activities, grant preparation or submission, and Participant may disclose its participation in the HIE.
- 21.9. Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining portions of the Agreement shall be construed as if not containing such provision, and all other rights and obligations of the Parties shall be construed and enforced accordingly.
- 21.10. Notices.** Except as otherwise specified herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, via electronic mail or facsimile transmission, or by United States mail, certified or registered, postage prepaid, return receipt requested, or otherwise actually delivered to the appropriate party as identified in the signature block below. Nothing in this Section will prevent the Parties from communicating via electronic mail, telephone, facsimile, or other forms of communication for the routine administration of the HIE System.
- 21.11. No Waiver.** No waiver or failure to exercise any option, right, or privilege under the terms of this Agreement on any occasion or occasions shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion.
- 21.12. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument. Facsimile signatures and signatures transmitted by email after having been scanned will be accepted as originals for the purposes of this Agreement.



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

Participant		CORHIO
Board of County Commissioners of Moffat County, State of Colorado		Colorado Regional Health Information Organization, a Contexture Organization
By:		By:
Print Name: Tony Bohrer		Print Name: Morgan Honea
Title:		Title:
Date:		Date:
Contact information for all Notices due under this Agreement:		
Primary Address	1198 W. Victory Way, Suite 104 Craig, CO 81625	2000 S Colorado Blvd Tower 1, Suite 12000 Denver, CO 80222
Primary Contact: (name & title)	Erin Miller Administrative Assistant	Name: Legal Department Title:
Phone:	970-824-5517	Phone:
Email:	emiller@moffatcounty.net	Email: Legal@contexture.org
EIN:		

ATTACHMENT 1

CORHIO Services List

Service	Description
PatientCare 360®	PatientCare 360® is a web-based longitudinal patient view portal that includes aggregated clinical and demographic data from disparate data sources such as hospitals and laboratories. The Community Health Record function of the portal provides credentialed Authorized Users with query-based access to a longitudinal view of a patient's health data as available in the HIE System.
Add-On Services for PatientCare 360®	<ul style="list-style-type: none"> • Single Sign-On (allows users to access the portal from within an EHR system) • Clinical Inbox / EMS Inbox (a function in PatientCare 360 allows hospitals to send a patient facesheet from an emergency department admission after an EMS agency has transported a patient to that location)
Results Delivery	<p>CORHIO will implement and maintain HL7 interfaces from the HIE into the Participant EHR inclusive of the following data types (as selected by Participant and as available in the HIE System):</p> <ul style="list-style-type: none"> • Laboratory Results • Admission, Discharge and Transfer (ADT) Information • Pathology Reports



	<ul style="list-style-type: none"> • Radiology Reports • Transcribed Reports
Notifications	<p>CORHIO's Notification services provide member / patient-based routing of results available in the HIE System to Participant via one of the following delivery methods: daily batch files to SFTP; HL7 feed; Application Programming Interface (API) feed. CORHIO offers Notifications services for the following data types:</p> <ul style="list-style-type: none"> • ADTs • General Labs • COVID-19 Labs • Diabetes • Cholesterol • Hepatitis • (Additional Notification Types are Being Developed)
Data Sender Services	<ul style="list-style-type: none"> • Data Sender – Hospital: CORHIO can help you deliver the following data to your community providers via HL7 feeds: laboratory, pathology and microbiology test results, radiology reports, hospital admission, transfer and discharge (ADT) summaries and transcriptions. • Data Sender – Lab / Imaging: Laboratories and Imaging Centers can send results to the CORHIO HIE for community providers to access, including radiology reports, laboratory results and links to imaging files. • Data Sender – Cross Community Architecture (XCA): For those organizations unable to send data to the HIE via HL7 feed, CORHIO can set up an XCA connection. • Data Sender – Patient Centered Data Home (PCDH): CORHIO works with other HIEs on PCDH alerts, which notify providers a care event has occurred outside of the patients' "home" HIE, and confirms the availability and the specific location of the clinical data. • Data Sender – Continuity of Care Documents (CCDs): CORHIO can ingest CCD/care summary documents for multiple purposes, such as for the Medicaid APM electronic Clinical Quality Measures initiative or to improve Participants' referral communications and care coordination efforts.
Patient History	<p>CORHIO's Patient History service matches Participant member lists / patient panels to a database of historical clinical data and returns data in the timeframe increment of your choice. Patient History data may include patient demographics, ADT data including admission type, sending facility, admission date/time, discharge diagnosis, and lab and radiology data, as available in the HIE. Patient History Data will be provided to Participant via one of the delivery methods offered by CORHIO.</p>
Consolidated Care Summaries	<p>The Consolidated Care Summaries service is designed to streamline clinical decision-making, reduce information redundancies, and improve care coordination by consolidating disparate data elements available in the CORHIO HIE into a single, comprehensive CCD based on a specific trigger type, such as Emergency Department admission. The Service allows providers to have a single view of all clinical information available in the HIE for a specific patient.</p>
Direct Messaging	<p>CORHIO offers HISP services and Direct Messaging addresses to qualified health care providers, regardless of whether they use an EHR. For providers with an EHR that is not capable of providing HISP services, CORHIO offers EHR-enabled HISP services. For providers without an EHR, CORHIO offers a standalone, Web-based software</p>



	application called Web Direct for sending and receiving Direct messages.
CIIS Reporting	CORHIO and CDPHE's Colorado Immunization Information System (CIIS) have developed an interface that allows medical practices to upload immunization data from their EHRs through the HIE System. Reporting immunizations to public health via CORHIO can also assist organizations in meeting quality reporting and incentive program requirements.
CIIS Query	CORHIO has enabled functionality that allows practices and health systems to query the CIIS Registry for patient vaccine history from within electronic health records, thereby eliminating the need for providers and their supporting staff to go out to the CIIS Portal directly to learn of the patient's vaccine history.
Public Health Reporting	In addition to immunization reporting, hospitals and practices participating in the CORHIO network can leverage the HIE System to send data to or receive data from state and county health departments, including for newborn screening reporting, cancer registry reporting, syndromic surveillance and electronic lab reporting.
Social Determinants of Health Platform	CORHIO has partnered with an organization that offers a case management and network care coordination software tool that enables Participants to refer patients to community-based organizations who can assist in the provision of care in the social services continuum.



CORHIO's Healthcare Quality Improvement Team Services

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



ATTACHMENT 2

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

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

1) Definitions

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



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



Mandated Flow-Down Provisions for Data Exchange through PCDH

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

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



ATTACHMENT 3

CORHIO POLICIES

(separate attachment)

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

ATTACHMENT 4

**LABCORP AND QUEST DIAGNOSTICS PROVIDER AUTHORIZATION
FORMS**

(See Separate attachment if applicable to Participant)

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



EXHIBIT A

Statement(s) of Work

(See Separate Attachment(s))



EXHIBIT B

Business Associate Agreement (separate attachment)



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into as of the date of execution by both parties (the “Effective Date”), by and among Board of County Commissioners of Moffat County, State of Colorado, acting as a Covered Entity (“Covered Entity”) and the Colorado Regional Health Information Organization, a Colorado nonprofit corporation on behalf of itself and its affiliate Contexture, with an address of 2000 S Colorado Blvd, Tower 1, Suite 12000, Denver, CO 80222, acting in the capacity as a Business Associate or Subcontractor Business Associate (“CORHIO” or “Business Associate”) (collectively referred to herein as the “Parties”). This Agreement supersedes any prior Business Associate Agreement between or among the Parties.

RECITALS

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

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

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

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

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

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

1. **DEFINITIONS.**

- A. “Applicable Law” means HIPAA, the HITECH Act, the HIPAA Rules, as may be amended from time to time, as well as applicable state law.
- B. “Breach” shall have the meaning given to such term at 45 C.F.R. § 164.402.
- C. “Discovery” shall mean the first day on which an Incident (as defined herein) is known to Business Associate (including any person that is an employee, officer, or Subcontractor of



Business Associate), or should reasonably have been known to Business Associate, to have occurred.

- D. "Incident" shall have the meaning provided under Section II.F.
- E. "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
- F. "Protected Health Information" or "PHI" shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. §160.103, limited to the information created, received, transmitted, or maintained by Business Associate on behalf of or for Covered Entity. For purposes of this Agreement, "Protected Health Information" or "PHI" shall collectively refer to Protected Health Information, Electronic Protected Health Information ("ePHI") as defined in 45 C.F.R. § 160.103, and "Personal Information" as defined below.
- G. "Personal Information" or "PI", also known as "Personally Identifiable Information," "Personal Data," and similar terms, shall have the meaning provided under state law. For purposes of this Agreement, Personal Information shall include any data elements that identify an individual or that could be used to identify an individual, including but not limited to an individual's first name or initial and last name in combination with one or more of the following data elements: social security number; driver's license or state issued identification number; credit or debit card number; medical information (such as an individual's condition, treatment, or payment information); financial information, such as checking account or other account number (either in combination with a required security code, access code, or password that would permit access to the account, or alone if the account does not require such an access code); or other identifying information, such as email addresses and usernames in combination with passwords or security questions, date of birth, mother's maiden name, digital signature, passport number, fingerprint or other biometric data, an insurance policy number, employment information, employment history, an employer, student, tribal, or military identification numbers.
- H. "Required by Law" means a mandate contained in law that compels Covered Entity or Business Associate to use or disclose PHI and that is enforceable in a court of law, including, but not limited to, court orders, court-ordered warrants and statutes and regulations.
- I. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- J. "Security Incident" shall have the meaning provided in 45 C.F.R. § 164.304.
- K. Terms used but not otherwise defined in this Agreement shall have the same meaning as given to those terms in the HIPAA Rules. A regulatory reference in this Agreement means the section as in effect or as amended, and for which compliance is required.

2. **BUSINESS ASSOCIATE'S OBLIGATIONS.**

A. **Permitted Use and Disclosure of PHI.**

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



Individual HIPAA authorizations and other consents in accordance with the HIPAA Rules and to use and disclose PHI as permitted by such authorizations and consents in compliance with CORHIO's policies.

2. Participant Agreement. Except as otherwise limited in this Agreement, CORHIO may use or disclose PHI for, or on behalf of, Covered Entity, in the operation of the HIE and in CORHIO's provision of services, including but not limited to the following functions, services and activities that are implicit in the Participant Agreement (even if not specifically stated):
 - a) Managing authorized requests for, and disclosures of, PHI amongst Participants in the health information exchange;
 - b) Creating and maintaining a master patient index;
 - c) Providing a record locator or patient matching service;
 - d) Standardizing data formats;
 - e) Implementing policies and other business rules to assist in the automation of data exchange;
 - f) Facilitating the identification and correction of errors in health information records;
 - g) Aggregating data on behalf of multiple Participants, including to create, update, modify, transmit, standardize, maintain, or disclose a Continuity of Care Document;
 - h) Developing new functionality of the health information exchange;
 - i) Responding to permissible requests from public health authorities including for public health activities and facilitating the exchange of information between participants and public health authorities (e.g., immunization information systems);
 - j) Any other use permitted or directed by the Participation Agreements; provided that such use or disclosure would not violate Applicable Law if done by the Covered Entity or another Participant.
- B. Permitted Uses of PHI by CORHIO. CORHIO may use PHI i) for the proper management and administration of CORHIO, ii) to carry out its legal responsibilities, (iii) to create de-identified data consistent with 45 C.F.R. 164.514, and (iv) to provide Data Aggregation services to Covered Entity and for the Health Care Operations of the Participants. (See 45 CFR Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A), and 164.504(e)(4)(i)).
- C. Permitted Disclosures of PHI by CORHIO. CORHIO may only disclose PHI for the purpose of performing its respective obligations under this Agreement and as permitted under the Participant Agreement; provided, however, that CORHIO shall not disclose PHI in any manner that would constitute a violation of Applicable Law if so disclosed by Covered Entity or a Participant. Except as otherwise limited in this Agreement, CORHIO may disclose PHI (i) for its proper management and administration, (ii) to carry out its legal responsibilities, or (iii) as required by law. If CORHIO makes a permitted disclosure of PHI to a third party pursuant to this subsection, prior to making any such disclosure, CORHIO shall first obtain, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and Applicable Law and will only be disclosed as Required by Law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business



Associate of any instance of which the recipient is aware in which the confidentiality of the PHI has been breached.

- D. **Safeguards.** CORHIO shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that Business Associate creates, receives, maintains, uses, discloses, or transmits on behalf of Covered Entity, in accordance with all applicable provisions of the HIPAA Rules. Business Associate shall comply with the requirements in 45 C.F.R. Part 164, subpart C. CORHIO shall Encrypt, or cause the Encryption of, all ePHI they transmit or store such that such ePHI will not comprise Unsecured PHI as such term is used under the HITECH Act and the Breach Notification Rule.
- E. **Minimum Necessary.** If applicable, CORHIO, and its agents and subcontractors, will make reasonable efforts to use, disclose, or request only the minimum necessary PHI to accomplish the intended purpose (as described in 45 C.F.R. § 164.502(b) and § 164.514(d)). The Parties understand and agree that the definition of “minimum necessary” is in flux, and CORHIO agrees to keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”
- F. **Incident Reporting:** Business Associate shall report to Covered Entity any of the following without unreasonable delay after Discovery by Business Associate or any Subcontractor: (i) any acquisition, access, use or disclosure of PHI not provided for in this Agreement or the Participant Agreement; (ii) any Security Incident involving PHI; (iii) any Breach of Unsecured PHI (collectively, an “Incident”). Business Associate shall implement reasonable systems for the Discovery and prompt reporting of any Incidents and shall train Business Associate personnel regarding the requirements under this Agreement. Notwithstanding the foregoing, the Parties agree that this Agreement serves as notification, and that no further notification is required, of the ongoing existence of Unsuccessful Security Incidents, defined to include, without limitation, activity such as pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-in attempts, denial of service, and any combination of the above, so long as such activity does not result in unauthorized access, use, acquisition, or disclosure of PHI.
- G. **Agents & Subcontractors.** Business Associate shall ensure that any agent or subcontractor to whom it provides PHI agrees in writing to substantially the same restrictions and conditions that apply throughout this Agreement to Business Associate.
- H. **Access to PHI.** To the extent that Business Associate possesses an applicable Designated Record Set, CORHIO shall provide access to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual all in accordance with the requirements in 45 CFR §164.524, including providing or sending a copy to a designated third party and providing or sending a copy in electronic format. If an Individual requests access to PHI directly from Business Associate, Business Associate will forward such a request in writing to Covered Entity within a reasonable amount of time. Covered Entity will be responsible for making all determinations regarding the granting or denial of an Individual’s request, and Business Associate shall make no such determinations. If Business Associate maintains PHI in electronic form, Business Associate shall provide such information in electronic format to Covered Entity if requested.
- I. **Amendment of PHI.** Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Covered Entity, or a Participant acting through CORHIO,



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

- J. Documentation and Accounting of Disclosures. Business Associate shall document such disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Business Associate agrees to implement a process in the time and manner reasonably designated by Covered Entity that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors. In addition, Business Associate agrees that (i) within a reasonable amount of time of receipt of a notice from Covered Entity requesting an accounting of PHI disclosures, Business Associate shall provide Covered Entity with records of such disclosures containing information as outlined in 45 C.F.R. §164.528(b); (ii) within a reasonable amount of time of receipt of a request by an Individual to Business Associate or its agents or subcontractors for an accounting of disclosures of PHI, Business Associate shall forward to Covered Entity any such requests in writing. Covered Entity shall be responsible for providing an accounting of PHI disclosures to the Individual. Business Associate will not provide an accounting of its disclosures directly to the Individual.
- K. Government Access. Upon request, Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary to the extent required for determining Covered Entity's or Business Associates' compliance with the HIPAA Rules.
- L. State Law. Business Associate shall comply with applicable state law confidentiality, privacy, security, document retention, and breach notification requirements involving PI. Notwithstanding any provision to the contrary, the provisions of this Agreement shall apply equally with respect to PI as they do to PHI; provided, however, that to the extent that state law is more stringent than the HIPAA Rules or the terms of this Agreement, Business Associate agrees to comply with the requirement that provides more privacy and security protection to PI.

3. COVERED ENTITY'S OBLIGATIONS.

- A. Restrictions. Covered Entity shall notify Business Associate of any limitation(s) or restriction(s) that may affect Business Associate's use or disclosure of PHI, including: (i) any such limitation(s) or restriction(s) in Covered Entity's notice of privacy practices in accordance with 45 C.F.R. § 164.520; (ii) any changes in, or revocation of, permission by an Individual to use or disclose PHI; or (iii) any restriction on the use and disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522 or otherwise (collectively, "Restrictions").
- B. Notice of Restrictions. Covered Entity shall provide Business Associate with notice of Restrictions within a reasonable time period, which shall be no later than ten (10) calendar days prior to the effective date of the Restriction. Due to current legal, technical and administrative limitations, including but not limited to data segmentation



infeasibility, Covered Entity acknowledges that any such Restrictions may require Business Associate to opt out affected Individuals from participation in the HIE in order to accommodate the Restriction. Covered Entity agrees to assume all responsibility for any claim arising out of or relating to opt outs made in connection with implementing a Restriction.

- C. Compliance. Covered Entity represents, warrants and covenants that at all relevant times: (a) Covered Entity has not and will not improperly encourage or induce Individuals to make Restrictions; (b) Covered Entity's practices with respect to Restrictions will be implemented in a consistent and non-discriminatory manner; and (c) in the event Covered Entity terminates a Restriction, it will be done in accordance with 45 C.F.R. § 171.202(e).

4. **TERM AND TERMINATION.**

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

B. Termination for Cause.

1. Material Breach: If Covered Entity reasonably determines that Business Associate has materially breached this Agreement, Covered Entity may
 - a) provide Business Associate with thirty (30) days written notice of the alleged material breach and an opportunity to cure the breach. If CORHIO fails to cure the breach or end the violation within the specified timeframe, Covered Entity may terminate this Agreement and the Participant Agreement; or
 - b) immediately terminate this Agreement.
2. Effect of Termination or Expiration. Within thirty (30) days after the expiration or termination for any reason of the Agreement, CORHIO shall return or destroy all applicable PHI, if feasible to do so, including all applicable PHI in possession of CORHIO's subcontractors. Notwithstanding the foregoing, Covered Entity understands that PHI provided to the HIE may be integrated into the medical record of Data Recipients that access the HIE, and into records maintained by CORHIO (including but not limited to back-up tapes), and it will not be feasible for CORHIO to return or destroy the PHI that has been thus integrated upon termination of the Participant Agreement. To the extent that CORHIO determines that returning or destroying the PHI is not feasible, CORHIO shall notify Covered Entity in writing of the reasons return or destruction is not feasible. If CORHIO does not return or destroy PHI upon termination, CORHIO shall extend the protections for this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as CORHIO maintains such PHI.

5. **MISCELLANEOUS.**

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



- B. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Parties to comply with Applicable Law.
- C. Choice of Law. This Agreement shall be governed by the laws of the state of Colorado without regard to conflict of laws principles thereof.
- D. Relationship to Agreements with Covered Entity. In the event that a provision of this Agreement is contrary to a provision of any other agreement between Business Associate and Covered Entity (including any inconsistencies in defined or capitalized terms), this Agreement shall control.
- E. Survival. Business Associate's obligations under Sections 2 and 4.B2 of this Agreement shall survive the termination of this Agreement.
- F. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- G. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and merges, integrates and supersedes all prior and contemporaneous agreements, addenda and understandings between the Parties, whether written (including within any Services Agreements) or oral, concerning its subject matter.

FOR PARTICIPANT: Board of County Commissioners of Moffat County, State of Colorado	FOR CORHIO: Colorado Regional Health Information Organization, a Contexture Organization
Signed:	Signed:
Name: Tony Bohrer	Name: Morgan Honea
Title:	Title:
Date:	Date:

Covered Entity and CORHIO have caused their duly authorized representatives to execute this Agreement.



Statement of Work
PatientCare 360™ Web-Based Portal Per Provider

This Statement of Work ("SOW") is a binding contract between the parties and is hereby made a part of, and incorporated by reference into, the Participant Agreement ("Agreement") by and between CORHIO, on behalf of itself and its affiliate Contexture, and the entity listed below ("Participant") and subject to all the terms and conditions contained therein. The SOW is effective upon execution by both parties ("SOW Effective Date"). It will supersede and control over any contradictory terms set forth in the Agreement with respect to the services set forth herein and will be deemed to have augmented and modified the rights and obligations of the parties under the Agreement to the extent necessary to give each provision of this SOW full force and effect. Following this SOW, all references to the term "Agreement" in the Agreement will include the terms and conditions of the Agreement and this SOW, for the term of this SOW, as herein defined.

Party:	PARTICIPANT
Name:	Moffat County Board of County Commissioners
DBA:	
Primary Address:	1198 W. Victory Way, Ste. 104
City, State and Zip:	Craig, CO 81625
Primary Contact:	Name: Erin Miller Phone: 970-824-5517 Email: emiller@moffatcounty.net

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

1. **DEFINITIONS.** The capitalized terms used in this Master SOW will have the definitions provided in this SOW or, if not provided in this SOW, in the Agreement.
 - a. **"Account"** means the mechanism through which access to the Services is provided by CORHIO to an individual Authorized User, utilizing a unique Account login. Each Account will be assigned to, and may only be utilized by, a single Authorized User.
 - b. **"Authorized User"** has the same meaning in the Agreement and means an employee or contractor of Participant or any Participant affiliate who is uniquely identified and credentialed with an Account to access the PatientCare 360 Services, pursuant to Participant's specific request to CORHIO.
 - c. **"Implementation"** means the installation and initial testing of the services described in this SOW.
 - d. A **"Provider"** includes any provider who falls into one or more of the following provider designations:
 - Doctor of Medicine (MD)
 - Doctor of Osteopathic Medicine (DOM)
 - Doctor of Podiatric Medicine (DPM)
 - Doctor of Dental Surgery (DDS)
 - Doctor of Optometry (OD)
 - Doctor of Psychology (PsyD)
 - Pharmacist (R Ph)



- Physician Assistant (PA)
- Nurse Practitioner (NP)
- Certified Nurse Midwife (CNM)
- Residents
- Certified Registered Nurse Anesthetist (CRNA)
- Other providers with prescribing rights

2. **COMPLIANCE WITH LAWS AND POLICIES.** This SOW and the rights and obligations of the parties hereunder are made subject to, and each party will at all times comply with, all applicable Laws and Policies.

3. **SERVICES.** Subject to the terms of this Agreement, CORHIO will use commercially reasonable efforts to provide the following services:

Table A: Summary of Service

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

Table B: Summary of CORHIO's Implementation Services

Service Requested	Description
Project & Implementation Management	CORHIO will assign a project manager to oversee Implementation planning, scheduling and execution. The project manager will be the first point of contact for Participant during Implementation. CORHIO Project Manager and Participant will jointly be responsible for managing the project schedule, risks, and issues.
Healthcare Quality Improvement Consulting	(Optional) For an additional hourly fee, CORHIO's Healthcare Quality Improvement team is available to provide consulting support services to Participant's staff to assist in integrating new CORHIO HIE Services into staff workflow.



Service Requested	Description
Authorized User Training	All Authorized Users identified on the Authorized User request form will receive credentials to online training modules from CORHIO that are available for 6 months.
Escalation Contact	CORHIO shall make available a point of contact for escalation of issues or concerns during the Implementation.
Ongoing Maintenance, Support Desk, & Monitoring Support	CORHIO will provide routine maintenance, support desk and system monitoring services for the Patient History product in accordance with the terms of the Agreement and CORHIO's then-current Service Levels.

4. PARTICIPANT OBLIGATIONS. In addition to the obligations set forth in the Agreement and subject to the terms and conditions thereto, Participant agrees to do the following in support of the Services described in this SOW:

a. Planning and Resource Coordination.

- i. Participant shall coordinate internal resources required for the implementation work to proceed. Participant acknowledges that implementation of the Services will require multiple meetings and that CORHIO can only proceed with participation from the Participant.
- ii. Participant agrees to provide a point of contact (POC) for outage information as well as a HIPAA Compliance or Privacy Officer. Participant agrees to notify CORHIO within fourteen (14) days of any changes to these roles.

b. Notice of Participation. Participant is responsible for updating and appropriately distributing their Notices of Privacy Practices to inform Patients of their participation in the HIE System in accordance with HIPAA and Applicable Law. Participant is responsible for providing Patients with notice of their right to Opt-Out of having their information compiled and shared in PatientCare 360 and must appoint an individual, or individuals, within the organization to manage the Patient Opt-Out process.

c. Authorized User Accounts for PatientCare360® Access.

- i. **Access.** Access to the HIE System and Services will be provided only to Authorized Users. Participant will provide all information requested by CORHIO, including a unique email address, in connection with the establishment of each Account, which may be used only by the Authorized User of the applicable Account. Participant is responsible for requiring all Authorized Users to meet the requirements of this SOW and applicable Policies and Laws for access to the HIE System and Services. Participant will ensure the security and confidentiality of each Account and the associated login credentials and will notify CORHIO immediately if any Account login credentials are lost, stolen, or otherwise compromised.
- ii. **User Authentication.** CORHIO provides access to the Services via secured methodology. Consistent with industry standards and best practices, CORHIO is incorporating multi-factor authentication for access to the Services by all Authorized Users that access PatientCare 360 through the web portal (n/a for those using single sign-on through Participant's EHR). Following Implementation and on a schedule that is mutually agreeable to CORHIO and Participant (in no case to exceed three (3) months), all Authorized Users of Participant that access PatientCare 360 through the web portal will be trained on and



required to install and utilize a software application that will be used to validate Authorized User identity.

- iii. **Training.** Each Authorized User will complete all training regarding the use of the HIE System and Data required by CORHIO, and Participant will certify that each Authorized User has completed all such training and signed the Appropriate Uses & Disclosures form, a sample of which has been provided as **Attachment 1**.
- iv. **Changes in Authorized User Status.** Participant is responsible for initiating, updating, removing or suspending access of its Authorized Users to the HIE System in compliance with applicable Laws and Policies and the Agreement. Participant shall notify the CORHIO Helpdesk immediately of any changes in the status of any Authorized User (or their ability to access the HIE System or Services) as set forth in the applicable Policies, including but not limited to employee departures or terminations.
- d. Participant is fully responsible for all fees, liabilities, and damages incurred through use of each Account (whether lawful or unlawful) and any activity completed through any Account will be deemed to have been completed by Participant.

5. FEES AND INVOICING.

- a. The following Fees are payable to CORHIO by Participant and will be added to other Fees due under the Agreement.
 - i. **PatientCare 360 Implementation Fee: \$500.00 (one-time fee)**
 - ii. (waived if the following box is checked)
 - ☐ Colorado State Program Funding applicable.
 - iii. **Subscription Fees:**

Number of Providers	PatientCare360 Quarterly Cost	PatientCare360 Annual	Billing Cycle
1	\$45.00	\$180.00	Annual
2	\$90.00	\$360.00	Annual
3	\$135.00	\$540.00	Annual
4	\$180.00	\$720.00	Annual
5	\$225.00	\$900.00	Annual
6	\$270.00	\$1,080.00	Annual
7	\$315.00	\$1,260.00	Annual
8	\$360.00	\$1,440.00	Annual
9	\$405.00	\$1,620.00	Annual
10-15	\$562.50	\$2,250.00	Quarterly
16-20	\$810.00	\$3,240.00	Quarterly
21-25	\$1,035.00	\$4,140.00	Quarterly
26-30	\$1,260.00	\$5,040.00	Quarterly
31-35	\$1,485.00	\$5,940.00	Quarterly
36-40	\$1,710.00	\$6,840.00	Quarterly
41-45	\$1,935.00	\$7,740.00	Quarterly
46-50	\$2,160.00	\$8,640.00	Quarterly
51-60	\$2,497.50	\$9,990.00	Quarterly



Number of Providers	PatientCare360 Quarterly Cost	PatientCare360 Annual	Billing Cycle
61-70	\$2,947.50	\$11,790.00	Quarterly
71-80	\$3,397.50	\$13,590.00	Quarterly
81-90	\$3,847.50	\$15,390.00	Quarterly
91-100	\$4,297.50	\$17,190.00	Quarterly
100 plus	\$4,500.00	\$18,000.00	Quarterly

This SOW covers 1 provider at a rate of \$15.00 per month for an annual cost of \$180.00. This SOW will be reviewed annually and fees will be modified based on the number of providers for the renewal term. CORHIO reserves the right to make a change to the fees during the Term in the event that Participant materially increases its number of Providers.

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

b. Invoicing.

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

- ii. Implementation Fees.

1. Unless waived, CORHIO will invoice Participant 50% of the Implementation Fees within 30 days of the SOW Effective Date and the remaining 50% of the Implementation Fees within two weeks of Implementation of the Services or six months after SOW Effective Date (whichever is earlier). Payment is due within 30 days of receipt of invoices and is non-refundable.
2. Use of Colorado State Program Funding to cover Implementation Fees is subject to availability. If the programs are discontinued or the funds are no longer available at the time that Participant seeks to set-up and implement the Services identified herein, then Participant shall be responsible for covering the one-time implementation Fees.

- iii. Subscription Fees. User Fees for access to the HIE System will be billed starting the first day following access to the HIE System. Fees are calculated based on the number of Providers at the Participant's practice at the time of contract execution. The number of providers will be reviewed at least annually with the Participant and pricing will be adjusted upon that review.

6. **DISCLAIMER.** CORHIO IS NOT RESPONSIBLE FOR ANY FAILURE TO COMPLETE OR TIMELY PERFORM THE SERVICES THAT IS SUBSTANTIALLY CAUSED BY THE PARTICIPANT'S FAILURE TO MEET THE EXPECTATIONS SET FORTH HEREIN, INCLUDING FAILURE TO ALLOT APPROPRIATE TIME AND RESOURCES FOR IMPLEMENTATION AND TESTING. CORHIO IS NOT RESPONSIBLE FOR ANY FAILURE BY PARTICIPANT TO FULFILL THE OBLIGATIONS SET FORTH HEREIN, INCLUDING RELATED TO ACCESS TO THE HIE SYSTEM AND SERVICES VIA ACCOUNTS ISSUED BY CORHIO OR BY AUTHORIZED USERS.



7. **TERM.** This SOW shall remain in effect consistent with terms of the Participant Agreement and may be extended or renewed in writing for subsequent one-year terms subject to the negotiation of applicable fees. The Services described in this SOW may be terminated as described in the Participant Agreement or upon 90 days' prior written notice to the other party.
8. This SOW may be executed in one or more counterparts, duplicate originals, or facsimile versions, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

By signatures of their duly authorized representatives, the Parties hereby agree to be bound by the terms of this SOW.

FOR PARTICIPANT:	FOR CORHIO:
Board of County Commissioners of Moffat County	Colorado Regional Health Information Organization, a Contexture Organization
Signed: _____	Signed: _____
Name: Tony Bohrer	Name: Morgan Honea
Title: _____	Title: _____
Date: _____	Date: _____



Attachment 1

Appropriate Uses & Disclosures

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

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

By: _____

Authorized User Signature

Rebecca Warren

Name (Print): _____

Title: _____

Organization: Moffat County Coroner's Office

Date: _____

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

October 12, 2023

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Neil Binder; Candace Miller; Tom Kleinschnitz; Rebecca Tyree; Cathy Nielson; Tracy Winder; Carol Haskins; Heather Brumblow

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) September 26; Board of Public Health – September 26; October 2 – Special Meeting

Resolutions:

- b) 2023-104: Transfer of Intergovernment Funds for the month of October
- c) 2023-105: Payment of Warrants
- d) 2023-106: Payroll

Contracts & Reports:

- e) 7th Amendment to Operating Agreement w/CO State Patrol at the Public Safety Center
- f) Colorado Department of Public Health & Environment Quarterly Discharge Monitoring Report for Limestone Pit #10
- g) Public Health - Acknowledgement letter for ELC 2.1 COVID-19 Round 2 Vaccination funding
- h) Intergovernmental Agreement for Inmate Detention Services w/Rio Blanco County
- i) Treasurer's Report

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

The Commissioners welcomed new Office of Development Services Director, Neil Binder

Commissioner Bohrer also mentioned the First Responder/Veterans Dinner to be held on November 4 at the Fairgrounds Pavilion

Board of County Commissioners:

- Appointment to Airport Advisory Board

A letter of interest for an open seat on the Airport Advisory Board was received from Benjamin Ball.

Broom moved to appoint Benjamin Ball to the Airport Advisory Board. Villard seconded the motion. Motion carried 3-0.

- Appointment to 14th Judicial District Community Corrections Board

A letter of interest for an open seat on the 14th Judicial District Community Corrections Board was received from Nele Cashmore.

Broom moved to appoint Nele Cashmore to the 14th Judicial District Community Corrections Board. Villard seconded the motion. Motion carried 3-0.

8:45 am

Public Hearing:**Finance Department - Cathy Nielson & Heather Brumblow**

- Present proposed 2024 County Budget for adoption (see attached)

Bohrer read the Public Hearing protocol.

Nielson presented and explained the narrative for the proposed 2024 County Budget. By state statute, the proposed budget has to be presented by October 15. She emphasized that at this time, all budget items are still under discussion. The final budget will be presented at the December 12 Board of County Commissioners meeting.

Highlights include:

- The budget totals \$130,084,410, with an increase of \$6,195,377 or (5%) more than the 2023 budget. This budget is funded with revenue estimates and anticipated fund balances.
- The largest component unit of the budget is Memorial Regional Health. The 2024 Memorial Regional Hospital budget totals \$77,577, 343.
- The remaining County budget without the hospital component is \$52,507,067
- Reviewing what can be afforded for salary/cost of living increases for employees
- Operating costs are hard to project in the current economy – limited to utility and fuel costs
- Decreased revenue projections:
 - o Severance Tax reduction
 - o Interest rate increases
- Funds identified as being of most concern are:
 - o General Fund (supports 40 departments)
 - o Road & Bridge Department
 - o Landfill
 - o Capital Projects
 - o Department of Human Services
 - o Health & Welfare
 - o Jail
 - o Public Health

o Lease Purchase Fund

Bohrer asked the required three times if anyone wanted to testify either for or against this request; there was none. The Public Hearing was closed.

Villard made a motion to approve the preliminary proposed 2024 budget as presented today. Broom seconded the motion. Motion carried 3-0.

Meeting adjourned at 8:55 am

The next scheduled BOCC meeting is Tuesday, October 24, 2023

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

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

October 16, 2023 – Special Meeting

In attendance: Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Jeff Comstock; T. Wright Dickinson; Tom Kleinschnitz

Commissioner Bohrer is out of the office

Call to Order

Commissioner Villard called the meeting to order at 8:33 am

Natural Resources Department – Jeff Comstock & T. Wright Dickinson

- Road Maintenance Permit with Vermillion Ranch, LP (see attached)

This is the third time this road maintenance permit has come up for renewal. Under the RS-2477 rights of way protocol, Moffat County can authorize a responsible party to maintain a road on our behalf on Federal lands. We have a 50-year agreement with the Fish & Wildlife Service and a 20+ year agreement with the BLM. October 6, the applicant, County, and US Fish and Wildlife Service met on site to discuss and agree upon necessary maintenance for the South River Road of the Brown's Park Refuge, which ends at one end of the Dickinson's property. Maintenance is necessary for Dickinson to be able to move hay. The renewal of the permit is normally done five years at a time, however, this time, we are proposing a 25-year permit, with the condition that when maintenance is necessary, new maps and a meeting with USFWS will occur in advance of maintenance taking place.

Broom moved to approve the Road Maintenance Permit with Vermillion Ranch, LP. Villard seconded the motion. Motion carried 2-0.

- Memo of Understanding between Moffat County and Routt County regarding Operation of the Lower Yampa River Augmentation Plan Across County Boundaries (see attached)

Comstock and Commissioner Bohrer went to Routt County and spoke with the Routt County Commissioners regarding Operation of the Lower Yampa River Augmentation Plan Across County Boundaries. The only portion of Routt County that the augmentation plan would apply to is the watershed area directly east of Elkhead Reservoir. Routt County had a lot of debate about whether they should give us a Letter of Support or a Memo of Understanding. Moffat County requested a Memo of Understanding.

Broom moved to approve the Memo of Understanding between Moffat County and Routt County regarding Operation of the Lower Yampa River Augmentation Plan Across County Boundaries. Villard seconded the motion. Motion carried 2-0.

- Letter of Support for passenger rail service to Colorado Transportation Commission (see attached)

This letter of support to the Transportation Commission would be requesting a feasibility study of passenger rail service on the rail lines that currently are used for shipping coal. This is more in support of Routt County, who wants it for transporting skiers from the Front Range and employees to their jobs.

Broom moved to approve the Letter of Support for passenger rail service to Colorado Transportation Commission. Villard seconded the motion. Motion carried 2-0.

Meeting adjourned at 8:46 am

The next scheduled BOCC meeting is Tuesday, October 24, 2023

Submitted by:

Erin Miller, Deputy Clerk and Recorder

Approved by: _____

Approved on: _____

Attest by: _____

RESOLUTION 2023-107
VOIDED WARRANTS RESOLUTION
FOR THE MONTH OF OCTOBER

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:

10/24/2023

TO: WARRANT FUND 10-0000-2003 \$ 250.00 dr

VOID FUND	WARRANT #		VENDOR NAME	
General	436628	7.31.23	City of Craig	\$ 250.00
Donation				

FROM: WARRANT FUND 10-0000-1001 \$ 250.00

Adopted this 24th day of October, 2023

Chairman

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

I, Stacy Morgan, County Clerk and Ex-officio Clerk to the Board of County Commissioners, County of Moffat, State of Colorado do hereby certify 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 24th day of October, A.D. 2023

County Clerk & Ex-officio

cr

RESOLUTION 2023-108

A RESOLUTION APPROVING THE 2024 STRATEGIC PLAN AND BUDGET FROM THE MOFFAT COUNTY LOCAL MARKETING DISTRICT ("MCLMD") AS ITS OPERATING PLAN FOR THE YEAR 2024

WHEREAS, pursuant to C.R.S. §29-25-110, an Operating Plan for the Moffat County Local Marketing District (henceforth called "MCLMD") is required to be approved or disapproved by December 5, 2023 for the next fiscal year, which is the year commencing January 1, 2024 and ending on December 31, 2024; and

WHEREAS, the current Board of Directors of the MCLMD has been appointed pursuant to C.R.S. §29-25-108 (1)(b), and also pursuant to Resolutions passed by the City Council of Craig, the Board of County Commissioners of Moffat County, and the Town Council of Dinosaur; and

WHEREAS, the Board of Directors of the MCLMD has filed a document called "2024 Strategic Plan", setting forth its operating plan and proposed budget for the next fiscal year with the clerks of the three entities consisting of the City Council of Craig, the Board of County Commissioners of Moffat County, and the Town Council of Dinosaur as required by C.R.S. §29-25-110; and

WHEREAS, the Operating Plan of the MCLMD for 2024, must be approved or disapproved by the governing bodies of the City of Craig, the Town of Dinosaur and by Moffat County within thirty (30) days after receipt of such operating plan and all requested documentation relating thereto, and

WHEREAS, the Board of County Commissioners of Moffat County is acting as a member of the combination of local governments required to approve or disapprove the Operating Plan and proposed budget of the MCLMD for 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS, MOFFAT COUNTY, COLORADO:

The Operating Plan and proposed budget of the Moffat County Local Marketing District for 2024 as presented by the Moffat County Local Marketing District on October 3, 2023, and delivered electronically in final format on October 16, 2023, is hereby APPROVED and ADOPTED.

READ and APPROVED this 24th day of October, 2023, by the Moffat County Board of County Commissioners, Moffat County, Colorado.

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

Tony Bohrer, Chair

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

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

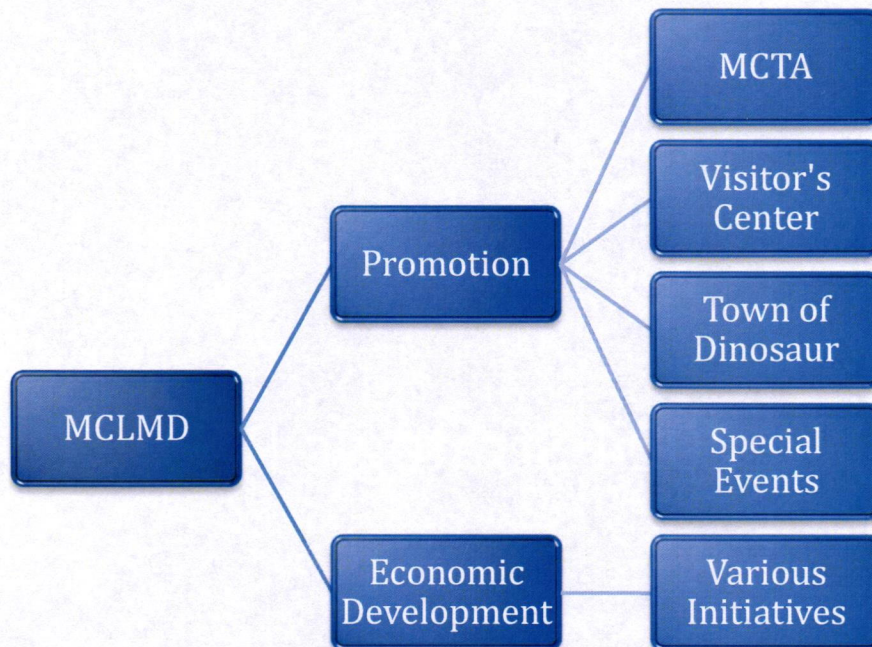
Witness my hand and seal of the County this 24th day of October, 2023

MCLMD

2024 Strategic Plan

Mission

The Moffat County Local Marketing District (MCLMD) will support, enhance and encourage initiatives that create economic diversification, development, and stability for Moffat County. This will include, but is not limited to, the promotion of Moffat County as a premier recreation and tourism destination.



Background

The MCLMD board continues to maintain our key stakeholder partnerships with Moffat County Tourism Association (MCTA), Craig Chamber of Commerce, City of Craig, Moffat County, and the Town of Dinosaur.

All these entities are vested in the future success of Moffat County. With the reality of a significant reduction in coal generated electricity and mining activities less than two years away; it is imperative that all stakeholders recognize the urgency of creating and sustaining a diverse economy and expedite efforts to achieve this paradigm shift. As MCLMD plans for 2024, it must also recognize the impending sunset of the current ballot initiative scheduled for the end of 2025. With the scheduled closing of one of the power plant units also scheduled

for 2025; the MCLMD and Moffat County's voting population must decide if the lodging tax revenue is still a viable and valuable source of funds for Moffat County to aggressively pursue those strategies and initiatives that will continue to strengthen our economy and tourism industry.

MCLMD's revenue stream for 2022 continued to rebound from the blip in revenue experienced during the COVID pandemic. For the year ending 2022, the revenue collected was \$388,198, up from \$338,730 collected in 2021. Lodging revenue has remained strong in 2023 thanks to plant outages and powerline construction. Also, the consolidation of available hotel rooms has increased the rates charged by the hoteliers. While the revenue for 2023 is trending to finish similar to the 2021 and 2022 average of \$363,000 the MCLMD is using a conservative estimate for its 2024 budgeted revenue of \$325,000. This conservative estimate reflects anticipated reduction in hunting season traffic due to the winter kill experienced during the 2022/23 winter. As of financial information provided as of August 31, 2023, YTD lodging tax collected through June 30, 2023, is \$161,920. This trended to 18% increase year-over-year compared to June 2022. MCLMD expects to meet its \$275,000 budget revenue estimate for 2023.

During 2023, MCLMD continued to fund various existing and new events, provided prize money for a local business plan competition, funding for the updated mural for the old drive-in, committing to funding the transition gap for Open Heart Advocates, and other initiatives to help diversify Moffat County's economic base. MCLMD must continue to leverage past reserves and future revenues streams to fund projects and strategies that will provide long term tangible results. MCLMD will continue to be a primary source to fund initiatives that align with our strategic plan. It is imperative that the community stakeholders continue to focus on strengthening, diversifying, recruiting, and stabilizing our tourism industries and economic profile.

MCLMD continues to be limited in how tax revenue can be used to further our strategic plan. This limitation illustrates the need for all municipal entities working together to steward economic development into projects that are tangible and deliverable to the citizens of Moffat County. As the future of the MCLMD ballot initiative is contemplated, careful consideration must be given to expanding the scope of the fund uses for capital projects. Recent state of Colorado legislation now allows for funds to be used for capital projects, subject to the limitations of this revised statute.

2024 Strategic Plan

The 2024 Strategic Plan will focus on our Cornerstone Projects while continuing to assist with funding events to draw tourists to Moffat County. The MCLMD will continue to uphold the will of the voters to implement a plan to diversify and develop the Moffat County economy, and to effectively promote its physical attributes. We expect that the Ex Officio Board be constructive and critical in its review of this plan. The MCLMD will use this feedback to evaluate the strengths and weaknesses of this plan.

For 2024, the MCLMD strategic plan will be focused on four areas. Those areas include, 1.) Economic Development; 2.) Community Marketing / Promotion; 3.) Cornerstone Projects; and 4.) Signature Event Support. This plan will be governed by C.R.S. 29-25-101. This plan will also be governed by collaboration between MCLMD, MCTA, and the Visitor's Center (both Craig and Dinosaur) and other governmental entities as necessary. Input will also be solicited from the Craig Chamber of Commerce, Downtown Business Association, City of Craig Economic Development Advisory Committee, and concerned community members to collaborate on other projects that will promote Moffat County and develop its economy.

Economic Development

1. Moffat County faces the reality that three major employers will have shut down operations or significantly scaled back their operations. This reduction may start anytime between the next twelve to thirty-six months. MCLMD will support any efforts to identify alternative uses for our natural resources or industries that can capitalize on the infrastructure already created by such entities. MCLMD will also assist in other strategies designed to diversify and stabilize our local economy. Strengthening the economy also includes community development. The MCLMD will be an active participant in the discussion of community housing and regional transportation.

Community Marketing

1. MCLMD sees the need for an effective promotion of Moffat County, not only for recreation but also to attract businesses. The opportunity to promote various economic opportunity zones is time sensitive and MCLMD wants to assist in any way possible to expedite a prospectus for investors. With the construction of the river park and redevelopment of the courthouse space, MCLMD could entertain any partnership opportunities to promote these assets.
2. *(Holdover Goal from 2023 Plan)* MCLMD will begin a campaign to gain recognition for the contributions we make to economic expansion and diversification; support

for local events; and other programs promoting tourism and our community. This includes but is not limited to 'Big Check' presentations for project supports; creating an Annual Report; quarterly ads (either print or on social media); consistent updates to stakeholder partners; and overall marketing. MCLMD receives its funding from visitors to our community, this revenue source is set to sunset in 2025. If the community wants to continue to reinvest after 2025, MCLMD needs to showcase its accomplishments to gain community awareness.

3. MCLMD will continue to allocate funds to support community events. Funds will also be allocated to events, initiatives, and organizations that capitalize on the natural resources existing in Moffat County. These funds will be allocated with stipulations that each event, initiative, and organization will be evaluated based on its role in community development, number of visitors attracted, depth of business plan, financial viability, and how the event correlates to Moffat County's future vision. Special events should enhance community development. These events should also utilize data to evaluate their event's ability to draw outside visitors and how to determine how to increase participation through focused marketing efforts.
4. Provide financial support to the Moffat County Visitor's Center subject to review of a detailed and complete financial information regarding operating expenses and revenues.
5. Provide a consistent and predictable funding process for event funding. This entails having one grant request session for existing events. The deadline for funding requests will be December 31, 2023. MCLMD will entertain requests for new events as they are received.

Cornerstone Projects for 2024

1. **Economic Development** – Provide financial support for economic development initiatives as presented by various local organizations and community individuals focused on looking forward to the economic diversification of Moffat County. Also, providing resources and tools for those seeking funding to properly develop viable business plans and budgets to create sustainable local business.
 2. **Community Marketing / Attraction**– Financially support efforts to advertise key partners, events, initiatives, and organizations.
-

3. **Town of Dinosaur Project Development and Strategic Support** – Set aside line-item reserve to fund any projects or support any activities that fulfill the 2024 LMD objectives as previously mentioned.
4. **Annual Report** – MCLMD will provide an annual report to key partners and the community highlighting board accomplishments through the utilization of Lodging Tax Revenue.
5. **Support of Recreational Opportunities** – Place an emphasis on events, initiatives, and organizations that capitalize on Moffat County's natural resources.

2024 Budget Strategy

Based on the 2024 strategic plan and objectives listed above, the LMD Board proposes to amend the budget to reflect the following allocation strategy.

- Estimated 2024 Lodging Tax Revenue: \$325,000
- Financial support up to \$100,000 for existing events
- Financial support up to \$15,000 for MCLMD operational expenses
- Financial support up to \$15,000 for new events
- Financial support up to \$20,000 for Colorado High School Finals Rodeo
- Financial support up to \$75,000 for Strategic Partners
- Financial support up to \$100,000 for projects and initiatives which align with our Cornerstone projects.
- MCLMD earmarks \$534,094.25. of historical, present, and future revenue for cornerstone projects, and new / emerging initiatives and/or projects emerging in 2024 and requesting MCLMD funds (subject to MCLMD's statutory funding guidelines).
- This creates total possible budget expenditures of \$859,094.25.

RESOLUTION 2023-109
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF OCTOBER 2023

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

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

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

FROM FUND:	Check Date:	10/24/2023		
General	110	<u>\$201,886.91</u>	CR	0010.7000
Road & Bridge	200	<u>\$138,267.12</u>	CR	0020.7000
Landfill	240	<u>\$42,087.32</u>	CR	0070.7000
Airport	260	<u>\$9,629.72</u>	CR	0120.7000
Emergency 911	270	<u>\$74.83</u>	CR	0350.7000
Capital Projects	510	<u>\$1,688.00</u>	CR	0160.7000
Conservation Trust	211	<u>\$3,392.46</u>	CR	0060.7000
Library	212	<u>\$2,888.93</u>	CR	0130.7001
Maybell Sanitation	610	<u>\$712.77</u>	CR	0280.7000
Health & Welfare	720	<u>\$109,827.44</u>	CR	0080.7000
Senior Citizens	215		CR	0170.7000
Internal Service Fund	710	<u>\$569.04</u>	CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219		CR	0320.7000
PSC - JAIL	210	<u>\$22,139.03</u>	CR	0072.7000
Human Sevices	220	<u>\$2,288.85</u>	CR	0030.7100
Public Health	250	<u>\$7,978.40</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$9,719.99</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$9,278.26</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	<u>\$1,095.00</u>	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		<u>\$563,524.07</u>	DR	

Adopted this 24th day of October, 2023

Chairman

RESOLUTION 2023-110
PAYMENT OF PAYROLL WARRANTS
Payroll Ending 10/14/2023

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

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

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

Pay Date 10/27/23 Payroll

FROM FUND:

General	0010.7000	\$270,485.14	cr
Road & Bridge	0020.7000	\$171,965.53	cr
Landfill	0070.7000	\$16,366.20	cr
Airport	0120.7000	\$792.04	cr
Library	0130.7001	\$11,245.33	cr
Maybell WWTF	0280.7000	\$0.00	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$9,037.89	cr
Mo Co Tourism	0320.7000	\$3,505.64	cr
PSC Jail	0072.7000	\$72,084.93	cr
Human Services	0030.7100	\$73,938.42	cr
Public Health	0065.7000	\$13,028.41	cr
SM I	0168.7000	\$3,998.60	cr
SM II	0169.7000	\$4,687.26	cr

TO FUND:

Warrant	0100.1000	\$651,135.39	dr
---------	-----------	--------------	----

Adopted this 24th day of October, A.D. 2023

Chairman

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

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

RESOLUTION 2023-111
VOIDED WARRANTS RESOLUTION
FOR THE MONTH OF OCTOBER

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:

10/24/2023

TO: WARRANT FUND		10-0000-2003		\$	92.03	dr
VOID FUND	WARRANT #		VENDOR NAME			
Maybell Sewer Duplicate	437009	10.10.23	Virgil Head	\$	90.00	
General Wrong Vendor	437155	10.24.23	Napa Care Care	\$	2.03	
FROM: WARRANT FUND		10-0000-1001		\$	92.03	

Adopted this 24th day of October, 2023

Chairman

STATE OF COLORADO)
)ss.
COUNTY OF MOFFAT)

I, Stacy Morgan, County Clerk and Ex-officio Clerk to the Board of County Commissioners, County of Moffat, State of Colorado do hereby certify 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 24th day of October, A.D. 2023

County Clerk & Ex-officio

cr

RESOLUTION 2023-112
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF OCTOBER 2023

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

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

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

FROM FUND:	Check Date:	10/24/2023		
General	110	<u>\$19,136.79</u>	CR	0010.7000
Road & Bridge	200	<u>\$4,028.21</u>	CR	0020.7000
Landfill	240	<u>\$359.21</u>	CR	0070.7000
Airport	260		CR	0120.7000
Emergency 911	270	<u>\$3,432.30</u>	CR	0350.7000
Capital Projects	510	<u>\$4,107.14</u>	CR	0160.7000
Conservation Trust	211		CR	0060.7000
Library	212	<u>\$704.07</u>	CR	0130.7001
Maybell Sanitation	610		CR	0280.7000
Health & Welfare	720		CR	0080.7000
Senior Citizens	215	<u>\$1,793.12</u>	CR	0170.7000
Internal Service Fund	710		CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520	<u>\$1,057.84</u>	CR	0166.7000
Mo Co Tourism Assoc	219	<u>\$3,618.47</u>	CR	0320.7000
PSC - JAIL	210	<u>\$3,788.56</u>	CR	0072.7000
Human Sevices	220	<u>\$3,290.47</u>	CR	0030.7100
Public Health	250	<u>\$5,014.22</u>	CR	0065.7000
Sunset Meadows I	910	<u>\$434.93</u>	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	<u>\$808.15</u>	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	<u>\$2,399.31</u>	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231		CR	0050.7000
To Fund				
Warrant		<u>\$53,972.79</u>	DR	

Adopted this 24th day of October, 2023

Chairman

**CERTIFICATES OF PARTICIPATION
SERIES 2021**

COUNTY REPRESENTATIVE CERTIFICATE

IT IS HEREBY CERTIFIED THAT Catherine Nielson, a specimen of whose signature appears below, is hereby appointed as a "County Representative," as the term is defined in the Lease Purchase Agreement dated as of May 27, 2021 (the "Lease"), between BOKF, N.A., acting solely in its capacity of trustee (the "Trustee"), as lessor, and Moffat County, Colorado (the "County"), as lessee, and that such person is authorized to act on behalf of the County for the purpose of performing any act under the Lease, the Site Lease dated as of May 27, 2021 between the County, as lessor, and the Trustee, as lessee, and the Indenture of Trust dated as of May 27, 2021 by the Trustee. The above-named person shall serve in such capacity until their successor or successors are named in a certificate given to the Trustee and executed by the Chair of the Board of County Commissioners of the County.

Set forth below is the specimen signature of the County Representative:


Catherine Nielson, County Representative

IN WITNESS WHEREOF, the County has caused this certificate to be executed this 24th
day of October, 2023.

MOFFAT COUNTY BOARD OF COUNTY
COMMISSIONERS

Tony Bohrer, Chair

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

COLORADO LOCAL HEALTH AGENCY
INDIRECT COST NEGOTIATION AGREEMENT

Local Health Agency

Date: September 6, 2023

Moffat County
221 W Victory Way, Ste. 115
Craig, CO 81625

FILING REF: This replaces the
Negotiation Agreement for the
1-1-23 to 12-31-23 Indirect Rate

The indirect cost rate(s) approved in this agreement are for use on grants, contracts and other agreements with the Colorado Department of Public Health and Environment to which the Office of Management and Budget Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), applies subject to the limitations contained in Section II, A., of this agreement. The rate(s) was negotiated by the Moffat County and the Colorado Department of Public Health and Environment.

SECTION I: RATES

Type	Effective Period		Rate*	Location	Applicable To
	FROM	TO			
Fixed	1/1/24	12/31/24	17.73%	All	Contracts - CDPHE

*Base: Total Direct Salaries and Wages

Treatment of Fringe Benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs.

SECTION II: GENERAL

A. LIMITATIONS: Use of the rate(s) contained in this agreement is subject to any statutory or administrative limitations and is applicable to a given grant or contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the conditions: (1) that no costs other than those incurred by the grantee/contractor or allocated to grantee/contractor via an approved Central Service cost allocation plan were incurred in its indirect cost pool as finally accepted and that such incurred costs are legal obligations of the grantee/contractor and allowable under the governing cost principles, (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs, (3) that similar types of costs have been accorded consistent treatment, and (4) that the information provided by the grantee/contractor which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate.

B. AUDIT: Adjustments to the amounts resulting from audit of the cost allocation plan upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation.

C. CHANGES: If a fixed or predetermined rate(s) is contained in this agreement it is based on the organizational structure and the accounting system in effect at the time the proposal was submitted. Changes in the organizational structure or changes in the method of accounting for costs require the prior approval of the authorized representative of the CDPHE. Failure to obtain such approval may result in subsequent audit disallowances.

D. FIXED RATE(S): The fixed rate(s) contained in this agreement is based on an estimate of the costs which will be incurred during this period for which the rate applies. When the actual costs for such period have been determined, an adjustment will be made in the negotiation following such determination to compensate for the difference between that cost used to establish the fixed rate and that which would have been used were the actual costs known at the time.

E. NOTIFICATION TO OTHER LOCAL HEALTH AGENCIES: Copies of this document may be provided to other local health agencies if requested by them.

F. SPECIAL REMARKS: CDPHE programs currently reimbursing indirect costs to this Local Health Agency by means other than the rate(s) cited in this agreement should be credited for such costs and the applicable rate cited herein applied to the appropriate base to identify the proper amount of indirect costs allocable to the program.

Local Health Agency

Colorado Department of Public
Health and Environment

Name

Title

Date

Melissa Canaday
Digitally signed by Melissa Canaday
Date: 2023.09.06 13:35:27 -0600

Melissa Canaday
Name

Internal Audit Manager
Title

September 6, 2023
Date

DEPARTMENT OF TRANSPORTATION DBE PROGRAM – 49 CFR PART 26

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

Moffat County and the City of Craig, Colorado, hereafter referred to as the Sponsor, owner of Craig-Moffat County Airport, has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Sponsor has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, The Sponsor has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of the Sponsor to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the Sponsor's policy to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of DOT- assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. Promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
7. Assist the development of firms that can compete successfully in the market place outside the DBE Program; and
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Candace Miller, Airport Manager has been delegated as the DBE Liaison Officer. In that capacity, Candace Miller is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Sponsor in its financial assistance agreements with the Department of Transportation.

The Sponsor has disseminated this policy statement to the Board of County Commissioners, City Council and all of the components of our organization. This statement has been distributed to DBE and non-DBE business communities that may perform work on the Sponsor's DOT-assisted contracts. The distribution was accomplished by advertising the policy statement on the City of Craig website and displaying it in the City Hall.

Tony Bohrer, Chair
BOCC, Moffat County

Date

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 Masterworks Mechanical, Inc. ("Contractor"), whose address is 461 Yampa Avenue Craig, CO 81625 and whose telephone number is 970-824-4840.

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 Contractor entered into a written Agreement dated September 12th, 2023 (the "Agreement"), entitled "Agreement", concerning the following subject matter: Replace 4 Rooftop units at the Moffat County Public Safety center located at 800 W. 1st Street Craig, CO 81625 **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 Contractor now desire to amend the Agreement and the prior Amendments thereto, if any, as follows:

- County wishes to extend the Contract of Services agreement for the replacement RTU's at the Public safety center with 3 of 4 units being installed on or before 12/31/2023, and the remaining unit installed by 6/30/2024.

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:

Masterworks Mechanical Inc

By: [Signature]
Masterworks Mechanical Inc

STATE OF COLORADO)
COUNTY OF Moffat) ss.

The foregoing instrument was acknowledged before me this 19 day of October, 2023

MY COMMISSION EXPIRES: 06/09/2026

[Signature]
Notary Public
461 Yampa Avenue
Address of Notary Public



Fair Board Open Seat Summary

[illegible]

Planning & Zoning Public Hearing
October 24th @ 8:45 am

Let the record show today's posted public hearing(s) regarding the following applications for Barbara Lynette Haskins:

Conditional Use Permit:

C-23-04

Proposed Use: 5 Seasonal/Long-term Rental Cabins w/Bathhouse

Location: T7N, R95W – Section 32
34 Collom Street Maybell, CO

Zone Variance Permit:

V-23-01

Proposed Variance: 2 cabins on the east side of property are closer to lot line than required by 10' set back.

Location: Lots 13-18, Block 14; Maybell Townsite

Application for Road/Alley Vacation:

RV-23-03

Proposed Road/Alleys to Vacate: Alley between Nottingham & Haskins Parcel

Location: Lots 13-18, Block 14; Maybell Townsite

These agenda items were advertised in the Craig Press on October 13 & 20, 2023



Moffat County Planning Department
1198 West Victory Way, Suite 107
Craig CO 81625
(970) 824-9148

NO C- 02304
Fee \$200.00
Date Paid 8/21/2023
check # 1010

APPLICATION FOR CONDITIONAL USE

Applicant BARBARA LYNNETTE HASKINS Phone # 970-269-3090

Email address: BLYNNHASKINS@GMAIL.COM

Address 32 COLLOM ST. MAYBELL COLORADO 81640

Landowner SAME AS ABOVE Phone # 112511

Address ABOVE

Agent if any N/A Phone # —

Address —

Acreage 0.48 ACRES Zoned —

Legal Description: Address 34 COLLOM ST Section 32 Township 7N Range 95

Driving Directions WEST OF CRAIG ON HIGHWAY 40 APPROX 30 MILES TO
MAYBELL, TAKE FIRST LEFT ON COLLOM ST, PROCEED APPROX
200 YARDS, LOTS ON LEFT SIDE

Proposed Use (Describe in Detail) SEASONAL CABINS WITH BATHHOUSE, FOR
LONG-TERM RENTALS (5 CABINS)

Proposed Starting Date — Proposed Completion Date —

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

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

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

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

Applicant / Agent Signature: Barbara Lynnette Hoskins Date: 8-18-2023
Landowner Signature: Barbara Lynnette Hoskins Date: 8-18-2023
Or copy of lease contract.

INSTRUCTIONS FOR CONDITIONAL USE APPLICATION

Map drawn to scale and Textual information should include:

- 1 Text - legal description and acreage This may be obtained at the County Assessor's office
- 2 Printout of adjacent landowners' names and addresses These may be obtained at the County Assessor's office
- 3 Map - showing property boundary lines
- 4 Map - showing the written names of adjacent landowners (outside of boundary lines)
Adjacent landowners' names may be obtained at the County Assessor's office.
- 5 Map - draw in location of existing residence and out buildings
- 6 Map - draw in location of new use, i.e. second residence, new business, etc.
- 7 Map - draw in location of water wells, existing septic system and proposed new septic system.
- 8 Map - measure and write in the distance between existing and proposed residences and buildings from each other and from boundary lines of property.
- 9 Map - draw in and identify all driveway and access roads in and out of property.

The application must provide detailed textual information explaining what the use is and why you are applying for the Conditional Use Permit.

Submitting Application

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

C-23-04

PLANNING COMMISSION ACTION:

- () Tabled
() Denied, pursuant to the following findings:
(x) Approved, pursuant to the following findings:

Sharon Morris
Chairman, Planning Commission

10/3/2023
Date

BOARD OF COUNTY COMMISSIONERS ACTION:

- () Tabled
() Denied, Pursuant to the following findings:
() Approved, pursuant to the following findings:

Chairman, Board of County Commissioners

Date



Moffat County Planning Department
1198 West Victory Way, Suite 107
Craig, Co. 81625
(970) 824-9148

No. V- 23-61
Fee: \$175.00
Date Paid 8/21/2023
Check # 1010

APPLICATION FOR ZONE VARIANCE

Applicant: BARBARA LYNNETTE HASKINS Phone #: 970-269-3090
Email Address: BLYNN.HASKINS@GMAIL.COM
Address: 32 COLLOM STREET
Owner: BARBARA LYNNETTE HASKINS Phone #: SAME AS ABOVE
Address: SAME
Agent, if any: N/A Phone #: _____
Address: _____
Acreage, if applicable: _____ Zoning: _____
Legal description: LOTS 13-18 BLOCK 14 MAYBELL TOWNSITE

Proposed Variance (Describe in detail, give reasons why variance is needed):
2 CABINS ON EASTSIDE OF PROPERTY ARE CLOSER TO LOT LINE
THAN THE REQUIRED 10' SETBACK

List the names and addresses of adjacent property owners within a 200 foot perimeter, according to the Moffat County Assessor's Office tax

We, the undersigned owners of property hereby certify that we understand the applicant's proposed variance from the existing zoning standards and recommend that the application be granted. Signatures are desirable, but not required.

NAME	ADDRESS	SIGNATURE	DATE
<u>Vaney Estes</u>	<u>PO Box 155 Maybell</u>	<u>[Signature]</u>	<u>8/17/23</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Include a map drawn to scale, showing the location of the property, roads and easements in relation to the proposed Zone Variance, and names of adjacent property owners. The map should include at least a 200-foot perimeter and show access to the property from a public road.

The below signed hereby authorizes the Moffat County Planning Director to conduct an on-site inspection of the property described herein when necessary to make an informed evaluation of the proposed Zone Variance.

Submitting Application

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

After Planning Director review, legal notices are posted by the County at least 15 days prior to consideration by the Board of County Commissioners.

The County Commissioners may grant variances from the provision of the County Zoning Resolution only where all of the following conditions are found to exist:

1. The variance would not authorize any use other than uses enumerated as a use-by-right in the zone district.
2. That an unnecessary hardship to the owner could be shown to occur if the provisions of the Zoning Resolution are literally followed.
3. That the circumstances found to constitute a hardship either were not created by the owner, or were in existence at the time of passage of the Zoning Resolution, and are not due to, nor were a result of, general conditions in the zone district, and cannot reasonably be corrected.
4. That the variance would not injure the value of, use of, or prevent the proper access of light and air to the adjacent properties.
5. That the variance would not be out of harmony with the intent and purpose of the Zoning Resolution.

Approval of a Zone Variance Application permits a designated use on a site without a time limitation.

The applicant and/or owner is responsible for ensuring that all other applicable property development standards for the zone district are complied with.

Applicant Signature: Barbara Lynnette Haskins **Date:** 08-17-2023

Agent Signature: _____ **Date:** _____

V-23-01

PLANNING COMMISSION ACTION:

- () Tabled
() Denied, pursuant to the following findings:
(☒) Approved, pursuant to the following findings:
-
-

Shirana Merrill
Chairman, Planning Commission

10-3-2023
Date

BOARD OF COUNTY COMMISSIONERS ACTION:

- () Tabled
() Denied, Pursuant to the following findings:
() Approved, pursuant to the following findings:
-
-

Chairman, Board of County Commissioners

Date

Resolution 2023-113
VACATION OF ALLEYWAY

WHEREAS, the following owner of real estate in the County of Moffat, State of Colorado, to wit:

Barbara Lynnette Haskins has petitioned this Board for vacation of the following described roadways in Moffat County:

The unimproved alley in the Townsite of Maybell along the southerly boundary line of LOTS 7, 8, 9, 10, 11, and 12 of Block 14 and the northerly boundary lines of LOTS 18, 17, 16, 15, 14, and 13 of Block 14, Section 32, Township 7 North, Range 95 West of the 6th P.M., County of Moffat, Colorado.

AND WHEREAS, notice has been properly served by legal notice giving the time and place for public hearing on the proposed vacation,

AND WHEREAS, it appears that the above-described alleyway sought to be vacated lies entirely within the County of Moffat, and does not lie within any incorporated entity within the County of Moffat,

AND WHEREAS, it appears that there are no rights-of-way or easements presently in use across same which need to be reserved,

NOW THEREFORE BE IT RESOLVED that the above-described real property situated in the County of Moffat and State of Colorado be and the same is hereby vacated without reservations of any rights-of-way or easements.

The above and foregoing Resolution was, on motion duly made and seconded, adopted by the Board of County Commissioners of Moffat County, Colorado on this 24th day of October, 2023.

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

Tony Bohrer, Chair

STATE OF COLORADO)
) ss.
COUNTY OF MOFFAT)

I, Erin Miller, Deputy Moffat County Clerk and Ex-officio to the Moffat County Board of County 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 above.

Witness my hand and the seal of said County this 24th day of October, 2023.

By: _____
Erin Miller, Deputy Clerk & Recorder & Ex-officio

Include a map drawn to scale, showing the location of the property and roads and/or alleys to be vacated.

The below signature hereby authorizes the Moffat County Planning Director to conduct an on-site inspection of the property described herein when necessary to make an informed evaluation of the proposed road/alley vacation.

Submitting Application

Application, maps and accompanying textual documents must be turned in to the Planning Department 21 days before the next Board of County Commissioner's Meeting on the second Tuesday of each month. A notice of the hearing will be mailed to all adjacent landowners and will be advertised in the Legal Section of the Craig Daily Press. It is required that the applicant attend the Board of County Commissioner's meeting.

Applicant Signature: Barbara Lynette Watkins Date: 08-18-2023

BOARD OF COUNTY COMMISSIONERS ACTION:

- () Tabled
() Denied, Pursuant to the following findings:
() Approved, pursuant to the following findings:

Chairman, County Commissioners

Date

I EMMETT NOTTINGHAM, FORGO THE OWNERSHIP
OF 1/2 OF THE ALLEY DESCRIBED ABOVE, LYNN HASKINS
CAN HAVE MY HALF.

Robert Emmett Nottingham
8/17/2023

PLANNING COMMISSION ACTION:

- () Tabled
- () Denied, pursuant to the following findings:
- ☒ Approved, pursuant to the following findings:


 Chairman, Planning Commission

10-3-2023
 Date

BOARD OF COUNTY COMMISSIONERS ACTION:

- () Tabled
- () Denied, Pursuant to the following findings:
- () Approved, pursuant to the following findings:

 Chairman, Board of County Commissioners

 Date

PRELIMINARY SKETCH PLAN

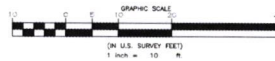
LOTS 13-18, BLOCK 14 MAYBELL TOWNSITE
BEING A PART OF THE NORTH ONE HALF OF SECTION 32,
TOWNSHIP 7 NORTH, RANGE 95 WEST OF
THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF MOFFAT, STATE OF COLORADO



VICINITY MAP
(NO SCALE)

MONUMENT AND SYMBOL LEGEND

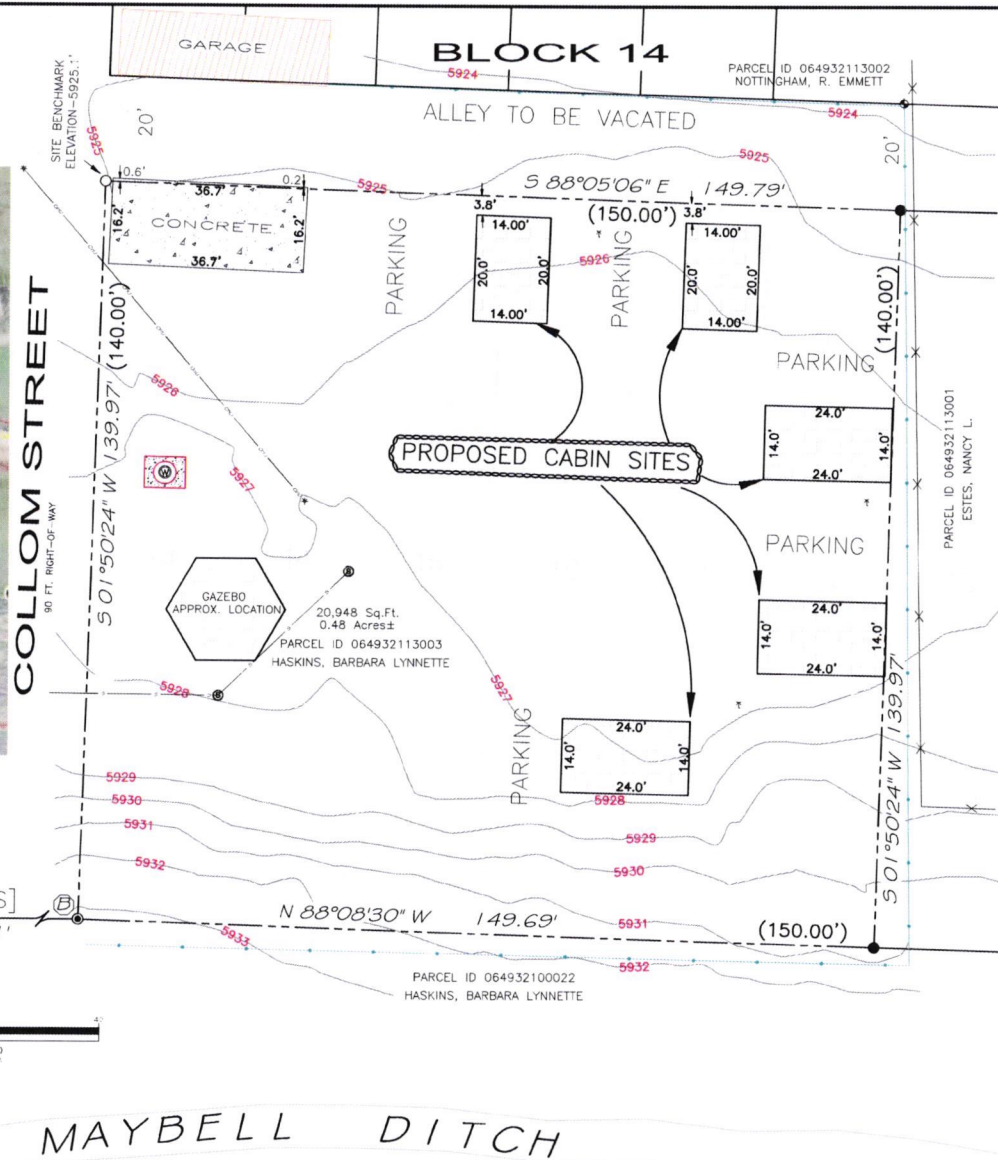
- FOUND 1/2\" BRL BRN PIN WITH ORANGE PLASTIC CAP - PLS 13001
- FOUND 3/8\" BRL BRN PIN WITH 2.5 BL ALLOY CAP MARKED \"1302\" W.C. - PLS 2875 SET PREVIOUSLY
- FOUND 1/2\" BRL BRN PIN WITH NO CAP
- SET 3/8\" BRL BRN PIN WITH YELLOW PLASTIC CAP - PLS 2875
- FOUND 3/8\" BRL BRN PIN WITH YELLOW PLASTIC CAP - PLS 2875 SET PREVIOUSLY - DESTROYED BY CONSTRUCTION AND RESET IN ORIGINAL POSITION
- UTILITY POLE
- WELL
- PVC PIPE - SEWER
- HYDRANT
- WIRE FENCE
- METAL POLE FENCE
- MEASURED BOUNDARY
- EXISTING BURIED PVC (SEWER)
- EXISTING OVERHEAD UTILITY



BLOCK 13 LOT 15

[BASIS OF BEARINGS]

N 88°09'36\" W 507.31'



SECTION 32
T7N
R95W
6TH P.M.

CORNERSTONE BOUNDARY
CONSULTANTS LLC
38 COLLOM CT. P.O. BOX 22 MAYBELL, COLORADO 81640
PHONE (970) 272-8942 • CELL (970) 726-4028
WWW.CBCSURVEYING.COM

NO. 34 COLLOM STREET
PROPERTY OF BARBARA L. HASKINS
PRELIMINARY SKETCH PLAN
LOTS 13-18 BLOCK 14
MAYBELL TOWNSITE

PROJECT NO.
2023014

ORDINANCE NO. 2023-0822

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF MOFFAT, STATE OF COLORADO**

MOFFAT COUNTY OPEN FIRE AND OPEN BURNING RESTRICTION ORDINANCE

WHEREAS, the Board of County Commissioners of the County of Moffat ("Board"), pursuant to Sections 30-11-107(1)(a) and 30-15-401, *et seq.*, C.R.S., has the general enabling power to adopt ordinances, resolutions, rules and other regulations as may be necessary for the control or licensing of those matters of purely local concern, and to do all acts which may be necessary or expedient to promote the health, safety, and welfare of the citizens of Moffat County; and

WHEREAS, pursuant to Section 30-15-401(1)(n.5)(I), C.R.S., the Board has specific authority to adopt an ordinance banning open fires to a degree and in a manner that the Board deems necessary to reduce the dangers of wildfires within those portions of the unincorporated areas of the County where danger of prairie or grass fires is found to be high; and

WHEREAS, Section 30-15-405, C.R.S., provides that, except for ordinances calling for special elections or necessary to the immediate preservation of the public health or safety and containing the reasons making the same necessary, such ordinances shall not take effect and be in force before thirty days after they have been so published; however, an excepted ordinance shall take effect upon adoption; and

WHEREAS, the Sheriff of Moffat County ("Sheriff") is authorized under the provisions of Section 30-10-512 and 30-10-513, C.R.S., to act as fire warden of the County in case of prairie or grass fires, and to assume charge or assist other governmental authorities in controlling or extinguishing grass or prairie fires; and

WHEREAS, the Sheriff has appointed a Fire Management Officer to act on his behalf in matters relating to fire prevention and fire control in Moffat County; and

WHEREAS, open fires and open burning can be a prime cause of grass and prairie fire in Moffat County; and

WHEREAS, the Sheriff, through the Fire Management Officer, monitors fire weather conditions and fire danger ratings; and

WHEREAS, fire danger ratings and restrictions need to be coordinated among the various fire agencies within the County and surrounding Counties; and

WHEREAS, objective criteria have been developed among cooperating counties, and state and federal agencies; and

WHEREAS, changing conditions require that fire restrictions need to be implemented and/or released in a timely manner;

WHEREAS, the Board finds that competent evidence indicates that the danger of grass and prairie fires in Moffat County is periodically high, and therefore it is necessary to the preservation of the public health, safety, and welfare of the citizens of Moffat County to impose a restriction on all open fires and open burning within the unincorporated areas of Moffat County when the danger of grass and prairie fires in Moffat County is high;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MOFFAT AS FOLLOWS:

Section 1. Repeal and Re-Enactment.

The Board of County Commissioners hereby repeals any ordinances or resolutions which concern the same subject matter of this Ordinance, and are inconsistent with this Ordinance.

Section 2. Title

This ordinance shall be known and referred to as the "Moffat County Open Fire and Open Burning Restriction Ordinance," and may be cited and referenced as such.

Section 3. Purpose

The purpose of this Ordinance is to preserve and protect the public health, safety, and welfare of the citizens of Moffat County, Colorado, by restricting open fires and open burning in the unincorporated areas of Moffat County in order to prevent grass and prairie fires when conditions indicate the high danger of such fires as a result of atmospheric conditions, including lack of moisture, and other local conditions in Moffat County.

Section 4. Authority

This Ordinance is authorized by, inter alia, generally, part 1 of article 11 of title 30, and part 4 of article 15 of title 30, and specifically, part 4 of article 15 of title 30 at section 401(1)(n.5), C.R.S.

Section 5. Interpretation

This Ordinance shall be so interpreted and construed as to effectuate its general purpose to preserve and protect the public health, safety, and welfare of the citizens of Moffat County, Colorado, by restricting open fires and open burning in the unincorporated areas of Moffat County in order to prevent grass and prairie fires given the high danger of such fires in Moffat County. Section headings and any cross references, if any, of this Ordinance shall not be deemed to govern, limit, modify or affect in any manner the scope, meaning or extent of the provisions of this Ordinance or any section thereof.

Section 6. Application

This Ordinance shall apply throughout the unincorporated areas of Moffat County, including public, private, state, and applicable federal lands. This Ordinance shall also apply throughout any incorporated town or city which elects by ordinance or resolution to have the provisions hereof apply.

Section 7. Definitions

Open fire or open burning: For purposes of this Ordinance, open fires or open burning shall be defined as any outdoor fire, including, but not limited to, campfires, warming fires, charcoal grill fires, fires in wood-burning stoves, the use of explosives, outdoor welding or operating an acetylene or other torch with open flame other than in an area cleared of all flammable materials, fireworks of all kinds or brands, and the prescribed burning of fence lines or rows, fields, farmlands, rangelands, trash, and debris.

Fire Restriction Evaluation Guidelines: The set of evaluation criteria currently in use by local Federal, State and local fire suppression/management agencies for monitoring fuel moisture levels, fire danger class, current impacts on suppression resources, current fire cause types, fire weather forecasts, and other indicators of predicted fire danger.

Stage I Restrictions: Prohibits the following activities:

1. Open burning, excepting fires and campfires within permanently constructed fire grates in developed campgrounds and picnic grounds, charcoal grills and wood burning stoves at private residences in areas cleared of all flammable materials, and those other exceptions/exemptions as noted in Section 9.
2. Using explosive material: (i.e.: fireworks, blasting caps or any incendiary device which may result in the ignition of flammable material).
3. Welding or operating an acetylene or other torch with an open flame; except within an area that is barren or cleared of all flammable material at least 10 feet on all sides from the equipment and possess a chemical pressurized five-pound fire extinguisher and one round pointed shovel with an overall length of at least 36 inches. The extinguisher and shovel may be kept with the welding supplies but must be readily available for quick use.
4. Outdoor smoking except within an enclosed vehicle or building, a developed recreation site or while stopped in an area at least three feet in diameter that is barren or cleared of all flammable materials.
5. Operating or using any internal combustion engine without a spark arresting device properly installed, maintained and in effective working order.

Stage II Restrictions: Prohibits the following activities:

1. All open burning as defined, other than those exceptions/exemptions as noted in Section 9.
2. Using explosive material: (i.e.: fireworks, blasting caps or any incendiary device which may result in the ignition of flammable material.)
3. Outdoor smoking except within an enclosed vehicle or building.
4. Welding, or operating an acetylene or other similar torch with open flame.
5. Operating or using any internal combustion engine without a spark arresting device properly installed, maintained and in effective working order.
6. Operating a chainsaw without a chemical pressurized fire extinguisher of not less than 8 ounces capacity by weight, and one size 0 or larger round pointed shovel with an overall length of at least 36 inches. The extinguisher shall be with the chainsaw operator. The shovel may be kept with the fueling supplies but readily available.

Section 8. Unlawful Acts

During Stage I or Stage II Restrictions, it shall be unlawful for any person to build, maintain, attend or use an open fire, conduct an open burn, conduct sales of fireworks, or engage in outdoor smoking other than as excepted, in the unincorporated areas of Moffat County, including public, private, state, and applicable federal lands.

Section 9. Exceptions/Exemptions

The following shall not be in violation of Section 8:

- 9.1. Commercial or community fireworks displays properly permitted.
- 9.2. The following are exempt from this ordinance:
 - A. Fires contained within liquid-fueled or gas-fueled stoves.
 - B. Indoor fireplaces and wood-burning stoves.
 - C. Outdoor charcoal grills, fire pits within commercially constructed fire pits and wood-burning stoves during Stage 1 Restrictions, providing they are at developed campgrounds or private residences and in an area cleared of all flammable materials including dry vegetation.
- 9.3. The burning of irrigation ditches in the designated areas is prohibited by this Order EXCEPT for ditches located within, and completely surrounded by, irrigated farmlands where such burning is necessary for crop survival. Prior to such excepted ditch burning, written authorization must be obtained from the Sheriff by and through the Fire Management Officer.
- 9.4. Persons with written authorization, a permit from the Sheriff by and through the Fire Management Officer specifically authorizing the otherwise prohibited act or omission.
- 9.5. Any federal, state, or local officer, or member of an organized rescue or firefighting force, in the performance of an official duty.
- 9.6. Any further exemptions to either the meaning of terms or the enforcement of this Ordinance shall be granted only by the Sheriff, through the Fire Management Officer, or for exemptions upon or within state or federal lands located within Moffat County, by the administering state or federal agency, and only if the proposed action is deemed by the Moffat County Sheriff, through the Fire Management Officer, to be safe and mitigable.

Section 10. Implementation of Stages

The Sheriff or his designee, Fire Management Officer shall monitor fire danger, fuel moisture, adverse weather conditions, suppression resource availability and high occurrence of human caused fires and coordinate with Federal, State and local fire agencies to determine the appropriate stage of restrictions. Moffat County uses the Fire Restriction Evaluation Guidelines developed in cooperation with U.S Forest Service, BLM, State and Local Fire Agencies. When the Fire Restriction Evaluation Guidelines

recommends enforcement of this ordinance, Stage I Restrictions should be initiated or reinstated, or restrictions should be changed to Stage II Restrictions.

Section 11. Declaration of an Open Fire Ban.

The Moffat County Board of County Commissioners or the Moffat County Sheriff, or his designee Fire Management Officer, shall have the authority to declare an open fire ban whenever the criteria are met as set forth in the Fire Restriction Evaluation Guidelines without further proceedings or resolution. Any declaration of an open fire ban made pursuant to this section shall specify the Stage level restriction, the parameters of the ban and the duration of the ban as deemed necessary and appropriate, and shall be promptly published through a general press release to local radios and print media, as well as posting on the Moffat County internet website. Likewise, when conditions indicate a reduction or increase in restrictions, or the suspension or release of restrictions, the same notification to the public shall occur.

Section 12. Enforcement Agencies/Prosecution

- 12.1 This Ordinance shall be enforced by the Sheriff, through his Deputies, including the Fire Management Officer, by any peace officer as defined by Colorado statute, or by the administering agencies of the state and federal lands located therein, and they shall have authority to order any person to immediately cease any violation of this Ordinance. This authority shall include, but not be limited to, the right to issue a penalty assessment notice and the right to take such person or persons into temporary custody. Any further exception to the enforcement ability of this Ordinance by the administering agency shall be granted only by the administering agency, and only if the proposed action is deemed by the Sheriff of Moffat County or the state or federal administering agency to be safe or mitigable.
- 12.2 Prosecution may be brought against a violator in accordance with Sections 30-15-402 C.R.S., 30-15-402(1) and 30-15-410, C.R.S., and under the penalty assessment procedure provided in Section 16-2-201, C.R.S. The Sheriff's Office is authorized to devise a ticketing system in conformance with Section 16-2-201, C.R.S.
- 12.3 Each violation of this Ordinance shall be deemed separate and distinct from any other violation of this Ordinance or of any other federal, state, or local law, rule, order or regulation.
- 12.4 Any person who violates this Ordinance from the effective date commits a civil infraction under Section 30-15-402(1), C.R.S., and, upon conviction or confession of guilt thereof, shall be punished by a fine of not more than two hundred dollars (\$200.00) during Stage I Restrictions, or six hundred dollars (\$600.00) during Stage II Restrictions, for each separate violation, plus a surcharge of ten dollars (\$10.00), under Section 30-15-402(2), C.R.S. Fines are to be set by the County Court, unless the violator wishes to confess guilt and, pursuant to the penalty assessment procedure, pay a fine in the amount of one hundred dollars (\$100.00) during Stage I Restrictions, or three hundred dollars (\$300.00) during Stage II Restrictions, plus the ten dollar (\$10.00) surcharge.
- 12.5 All fines paid for the violation of this Ordinance shall be in negotiable funds made payable to Moffat County and submitted to the Moffat County Sheriff's Office, 800 West 1st Street, Craig,

Colorado 81625. All fines for the violation of this Ordinance received by the County shall be remitted to the Moffat County Treasurer and deposited into the general fund of Moffat County. All surcharges collected shall be paid to the Clerk of the Court and subsequently credited to the Victims and Witnesses Assistance and Law Enforcement Fund of the Fourteenth Judicial District of the State of Colorado pursuant to Section 30-15-402(2) C.R.S.

Section 13. Additional Remedies

The remedies provided in this Ordinance shall be cumulative and in addition to any other federal, state or local remedies, criminal or civil, which may be available. Nothing contained herein shall be construed to preclude prosecution under any applicable statute, including, but not limited to, prosecution under Section 18-13-109, C.R.S., or any applicable local, state or federal statute, ordinance, rule, order, or regulation.

Section 14. Safety Clause

The Board hereby finds, determines, and declares that this ordinance is necessary for the preservation and protection of the health, safety, and welfare of the citizens of Moffat County, Colorado.

Section 15. Effective date

This Ordinance shall be effective after it has been adopted and approved by the Moffat County Board of County Commissioners at a Second and Final Reading. It shall remain in effect until this Ordinance is amended or repealed by the Board, or enforcement is temporarily suspended by the Board, Sheriff or his designee Fire Management Officer. The Moffat County Board of County Commissioners or the Moffat County Sheriff, or his designee Fire Management Officer, shall have the authority to declare an open fire ban within unincorporated areas of Moffat County whenever the criteria are met as set forth in the Fire Restriction Evaluation Guidelines without further proceedings or resolution. Likewise, the Board, Sheriff or his designee Fire Management Officer may also reinstate enforcement of this Ordinance at any time after such enforcement has been suspended. The Board further orders that this Ordinance be published in full in the Craig Daily Press and on the Moffat County website.

Section 16. Severability

Should any section, subsection, clause, sentence or phrase of this Ordinance be adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, impair or invalidate the other provisions of this Ordinance which can be given effect without such invalid provision.

Section 17. Repeal of Conflicting Provisions

On the Effective date of this Ordinance, all former County ordinances, resolutions, rules or regulations, or parts thereof, in conflict with this Ordinance are hereby repealed.

FIRST READING:

INTRODUCED, READ, AND ORDERED PUBLISHED BY THE BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY UPON A MOTION DULY MADE, SECONDED AND PASSED AT ITS REGULAR MEETING HELD ON THE 22ND DAY OF AUGUST, 2023.

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS, MOFFAT COUNTY, COLORADO



Tony Bohrer, Chairman



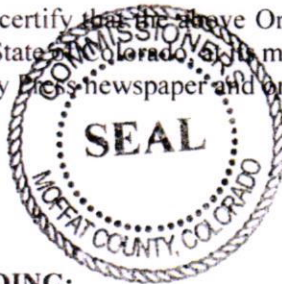
Melody Villard

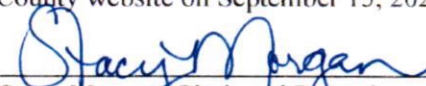


Donald Broom

I hereby certify that the above Ordinance was introduced to the Board of County Commissioners of Moffat County, State of Colorado, at its meeting of August 22, 2023 and ordered published one (1) time in full in the Craig Daily Press newspaper and on the Moffat County website on September 15, 2023.

ATTEST:





Stacy Morgan, Clerk and Recorder
Moffat County, Colorado

SECOND READING:

FINALLY ADOPTED, PASSED, APPROVED WITH AMENDMENTS, IF ANY, AND ORDERED PUBLISHED BY TITLE ONLY IN THE CRAIG DAILY PRESS AND ON THE MOFFAT COUNTY WEBSITE UPON A MOTION DULY MADE, SECONDED, AND PASSED AT ITS MEETING HELD ON THE 24TH DAY OF OCTOBER, 2023, AFTER BEING PREVIOUSLY INTRODUCED, READ AND ADOPTED ON FIRST READING ON AUGUST 22, 2023, AND PUBLISHED IN THE CRAIG DAILY PRESS ON THE 15TH DAY OF SEPTEMBER, 2023.

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS, MOFFAT COUNTY, COLORADO

Tony Bohrer, Chairman

Melody Villard

Donald Broom

I hereby certify that the above Ordinance was finally adopted by the Board of County Commissioners of Moffat County, State of Colorado, at its meeting of October 24th, 2023 and ordered published one (1) time by title only in the Craig Daily Press newspaper and on the Moffat County website on the 15th day of September, 2023.

ATTEST:

(SEAL)

Stacy Morgan, Clerk and Recorder
Moffat County, Colorado

DISTRICT COURT, WATER DIVISION 6 STATE OF COLORADO 1955 Shield Drive, Unit 200 Steamboat Springs, CO 80487	<div style="text-align: center; border-top: 1px solid black; border-bottom: 1px solid black;"> ▲ COURT USE ONLY ▲ </div>
CONCERNING THE APPLICATION FOR APPROVAL OF PLAN FOR AUGMENTATION AND EXCHANGE OF: BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MOFFAT IN MOFFAT AND ROUTT COUNTIES	
<i>Attorneys for Applicant, Board of County Commissioners of Moffat County:</i> April D. Hendricks (#45546) Peter D. Jaacks (#56585) BURNS, FIGA & WILL, P.C. 6400 S. Fiddlers Green Circle, Suite 1000 Greenwood Village, CO 80111 Phone: (303) 796-2626 Fax: (303) 796-2777 Emails: ahendricks@bfwlaw.com pjaacks@bfwlaw.com	
<div style="text-align: center;"> APPLICATION FOR APPROVAL OF PLAN FOR AUGMENTATION AND CONDITIONAL APPROPRIATIVE RIGHTS OF EXCHANGE </div>	

1. Name, address, telephone number of Applicant:
Moffat County Board of County Commissioners
1198 W. Victory Way, Ste. 104
Craig, CO 81625
(970) 824-5517

Please send all pleadings and correspondence to:

April D. Hendricks, Esq.
Peter D. Jaacks, Esq.
BURNS, FIGA & WILL, P.C.
6400 South Fiddler's Green Circle, Suite 1000
Greenwood Village, CO 80111
Phone: (303) 796-2626

2. **Purpose of Application:** By this Application, the Applicant (herein “County”) seeks Court approval of an area-wide plan for augmentation to replace the out-of-priority depletions attributable to the use of both surface water and groundwater by County contractees within the Yampa River basin. The County is contracting with the Colorado River Water Conservation District for releases of water from Elkhead Creek Reservoir to augment out-of-priority depletions within the Yampa River basin. Implementation of the County’s area-wide augmentation plan will involve the augmentation of water depletions in specified tributaries of the Yampa River by exchanges. Consequently, the County herein claims appropriative rights of exchange to provide the augmentation by exchange in those tributary drainages. The County’s proposed plan will provide legally dependable water supplies for County constituents through a contract program that allows those users who subscribe to and participate in the plan for augmentation to have their out-of-priority depletions replaced so as to prevent injury in accordance with the decree requested herein.

This coordinated, area-wide plan will avoid the costs and administrative difficulties associated with numerous adjudications of individual structures, thereby offering further protections against injury to other vested water users. However, this augmentation plan is not intended to preclude the adjudication of individual augmentation plans by other parties within the Yampa River basin.

FIRST CLAIM: APPROVAL OF PLAN FOR AUGMENTATION

3. **Structures to be Augmented:** The structures to be augmented under the County's plan are existing and future diversion and storage structures located in the Yampa River basin, described below.

3.1. The augmentation area is a region within the Yampa River basin, defined in cooperation with the Division 6 Engineer's Office, where use of the County's augmentation supplies can fully augment structures developed by County contractees (“Augmentation Area”). Generally, the Augmentation Area encompasses a portion of the Yampa River basin in Moffat and Routt counties, extending from the confluence of the Yampa River with Little Snake River upstream to the confluence with Elkhead Creek, including the Elkhead Creek watershed and extending upstream to locations above Elkhead Reservoir.

The Augmentation Area is described below and is depicted on the Map (**Exhibit 1**) filed with this Application. The Augmentation Area contains designated tributaries in which the County will provide service under this Plan for Augmentation. Major tributaries to the Yampa River within the Augmentation Area include:

3.1.1. **Elkhead Creek:** from its confluence with the Yampa River located in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 36, Township 7 North, Range 90 West of the 6th P.M. a distance of 2,251 feet from the East section line and 2,252 feet from the North section line, upstream to the downstream terminus of the Lower Elkhead Creek Instream Flow Reach as decreed in Case No. 17CW3031, located in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 1, Township 7 North, Range 89 West of the

6th P.M., including all area tributary to Elkhead Creek and the Yampa River within this reach.

3.1.2. Boone Gulch: from its confluence with the Yampa River located in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 35, Township 7 North, Range 90 West of the 6th P.M. at a distance of 1,725 feet from the East section line and 1,815 feet from the North section line, upstream to its headwaters located in the vicinity of Lot 9, Section 22, Township 7 North, Range 90 West of the 6th P.M., a distance of 766 feet from the East section line and 2,670 feet from the South section line, including all areas tributary to Boone Gulch and the Yampa River.

3.1.3. Basin Gulch: from its confluence with the Yampa River located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 35, Township 7 North, Range 90 West of the 6th P.M. a distance of 372 feet from the West section line and 636 feet from the South section line, upstream to the headgate of the Drescher Ditch located in the West bank of Basin Gulch, whence the West quarter corner, Section 12, Township 6 North, Range 90 bears North 74° West 2,590 feet, including all areas tributary to the Basin Gulch and the Yampa River within this reach.

3.1.4. Deacon Gulch: from its confluence with the Yampa River located in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 8, Township 6 North, Range 90 West of the 6th P.M. a distance of 832 feet from the East section line and 1,078 feet from the North section line, upstream to the headgate of the Bill Ditch 1 located at a point which is 3,950 feet south of the North line and 30 feet west of the East line of Section 8, Township 6 North, Range 90 West of the 6th P.M., including all area tributary to Deacon Gulch and the Yampa River within this reach.

3.1.5. Fortification Creek: from its confluence with the Yampa River located in Lot 1, Section 7, Township 6 North, Range 90 West of the 6th P.M. a distance of 1,001 feet from the West section line and 511 feet from the North section line, upstream to the headgate of the Wisconsin Ditch located SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 34, Township 8 North, Range 90 West of the 6th P.M., including all area tributary to Fortification Creek and the Yampa River within this reach.

3.1.6. Flume Gulch: from its confluence with the Yampa River located in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 1, Township 6 North, Range 91 West of the 6th P.M. a distance of 985 feet from the East section line and 275 feet from the South section line, upstream to the headgate of the B&B Reservoir located in Lot 1 at a point whence the SE corner, Section 12, Township 6 North, Range 91 West of the 6th P.M. a distance of 112 feet from the East section line and 1,715 feet from the South section line, including all area tributary to Flume Gulch and the Yampa River within this reach.

3.1.7. Pine Ridge Gulch: from its confluence with the Yampa River located in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 11, Township 6 North, Range 91 West of the 6th P.M. a distance of 2,379 feet from the East section line and 67 feet from the North section line, upstream to its headwaters located in the vicinity of Lot 8, Section 19, Township 7 North, Range 91 West of the 6th P.M., a distance of 1,944 feet from the West section line and 445 feet from the North section line, including all area tributary to Pine Ridge Gulch and Yampa River within this reach, with the following exception above the John Stehle Div. 1:

3.1.7.1. Cedar Mountain Gulch: from its confluence with Pine Ridge Gulch located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 2, Township 6 North, Range 91 West of the 6th P.M. a distance of 441 feet from the West section line and 1,617 feet from the North section line upstream to the headgate of John Stehle Div. 1 located on the east bank of Cedar Mountain Gulch, a distance of 1,000 feet east of the West section line and 1,080 ft south of the North line, Section 21, Township 7 North, Range 91 West of the 6th P.M., including all area tributary to Cedar Mountain Gulch and Pine Ridge Gulch within this reach.

3.1.8. Johnson Gulch: from its confluence with the Yampa River located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 16, Township 6 North, Range 91 West of the 6th P.M. a distance of 861 feet from the West section line and 1,611 feet from the North section line, upstream to the headgate of Loudy Reservoir located at N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 21, Township 6 North, Range 91 West of the 6th P.M., including all area tributary to Johnson Gulch and the Yampa River within this reach, with the following exception above the McNamara Ditch No 1:

3.1.8.1. Pyeatt Gulch: from its confluence with Johnson Gulch located in Lot 15, Section 15, Township 6 North, Range 91 West of the 6th P.M., a distance of 474 feet from the East section line and 1,056 feet from the South section line, upstream to the headgate of McNamara Ditch No 1 located at the east bank of Pyeatt Gulch at a point which is South 4,003.3 feet and East 629.1 feet from the NW corner, Section 24, Township 6 North, Range 91 West of the 6th P.M., including all area tributary to Pyeatt Gulch and Johnson Gulch within this reach.

3.1.9. Bogenschutz Creek: from its confluence with the Yampa River located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 17, Township 6 North, Range 91 West of the 6th P.M., a distance of 1,265 feet from the East section line and 1,823 feet from the South section line, upstream to its headwaters located in the vicinity of NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 36, Township 7 North, Range 92 West of the 6th

P.M., a distance of 1,744 ft from the West section line and 860 feet from the North section line, including all areas tributary to Bogenschutz Creek and the Yampa River.

3.1.10. Williams Fork River: from its confluence with the Yampa River located in Lot 8, Section 31, Township 6 North, Range 91 West of the 6th P.M., a distance of 1,500 feet from the West section line and 27 feet from the North section line, upstream to the Williams Fork River Instream Flow Reach whose downstream terminus is located at the confluence of Morapos Creek in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 21, Township 5 North, Range 91 West of the 6th P.M., including all area tributary to Williams Fork River and the Yampa River within this reach, with the following exception above the Osborn Pumpsite 1:

3.1.10.1. Morapos Creek: from its confluence with the Williams Fork River located in Tract 44, Section 21, Township 5 North, Range 91 West of the 6th P.M., a distance of 2,609 feet from the West section line and 2,719 feet from the South section line, upstream to the Osborn Pumpsite 1 located at SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 31, Township 5 North, Range 91 West of the 6th P.M., including all area tributary to Morapos Creek and Williams Fork River within this reach.

3.1.11. Bell Rock Gulch: from its confluence with the Yampa River located in Lot 3, Section 34, Township 6 North, Range 92 West of the 6th P.M. a distance of 2,549 feet from the East section line and 1,318 feet from the South section line, upstream to the headgate of the Ellgen Reservoir located at a point where the S.E. Corner of Section 27, Township 6 North, Range 92 West, 6th P.M. bears South 60° 03' 00" West a distance of 162 feet, including all area tributary to Bell Rock Gulch and Yampa River within this reach, with the following exceptions above the Ellgen Reservoir No 2:

3.1.11.1. McLernon Draw: from its confluence with Bell Rock Gulch located in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 34, Township 6 North, Range 92 West of the 6th P.M. a distance of 521 feet from the East section line and 1,678 feet from the North section line, upstream to the headgate of Ellgen Reservoir No 2 located at a point from which the S.E. Corner of Section 27, Township 6 North, Range 92 West, 6th P.M. bears South 83° 31' 25" East a distance of 2,410 feet, including all area tributary to McLernon Draw and the Bell Rock Gulch within this reach.

3.1.12. Milk Creek: from its confluence with the Yampa River located in Lot 11, Section 7, Township 5 North, Range 92 West of the 6th P.M. a distance of 1,328 feet from the East section line and 1,481 feet from the South section line, upstream to the headgate of Milk Creek Ditch located at a point which is

located on the West bank of Milk Creek from whence the Corner No.1, C.E. No. 67, Section 19, Township 4 North, Range 92 West of the 6th P.M. bears North 7° 25' East a distance of 408.1 feet, including all area tributary to Milk Creek and the Yampa River within this reach, with the following exceptions above the Colowyo Pumping Plant and Pipeline No 1 and Mountain Meadows Ditch:

3.1.12.1. Good Spring Creek: from its confluence with Milk Creek located in Lot 9, Section 18, Township 4 North, Range 92 West of the 6th P.M. a distance of 1,084 feet from the West section line and 1,104 feet from the South section line, upstream to the headgate of Colowyo Pumping Plant and Pipeline No 1 located on the Northwestern bank of Wilson Reservoir, which is formed by an earthen dam across Good Spring Creek, at a point from which the Southeast corner of Section 13, Township 4 North, Range 93 West of the 6th P.M. bears South 26° 57' 24'' East a distance of 1897.12 feet, including all area tributary to Good Spring Creek and Milk Creek within this reach.

3.1.12.2. Wilson Creek: from its confluence with Milk Creek located in Lot 11, Section 30, Township 5 North, Range 92 West of the 6th P.M. a distance of 2,407 feet from the East section line and 2,333 feet from the South section line, upstream to the headgate of Mountain Meadows Ditch located approximately at the right and East bank of said Wilson Creek in the East ½ of Section 11, Township 4 North, Range 93 West of the 6th P.M. a distance of 861 feet from the East Line and 1,411 feet from the North Line, including all area tributary to Wilson Creek and Milk Creek within this reach.

3.1.13. Sand Spring Gulch: from its confluence with the Yampa River located in the NE ¼ of the NW ¼, Section 35, Township 6 North, Range 93 West of the 6th P.M. a distance of 1,431 feet from the West section line and 357 feet from the North section line, upstream to its headwaters located in the vicinity of the SE ¼ of the SW ¼, Section 24, Township 7 North, Range 92 West of the 6th P.M. a distance 2,000 feet from the West section line and 2,097 feet from the North section line, including all areas tributary to Sand Spring Gulch and the Yampa River.

3.1.14. Horse Gulch: from its confluence with the Yampa River located in the SW ¼ of the SE ¼, Section 21, Township 6 North, Range 93 West of the 6th P.M. a distance of 2,455 feet from the East section line and 770 feet from the South section line, upstream to its headwaters located in the vicinity of the NW ¼ of the NW ¼, Section 14, Township 6 North, Range 93 West of the 6th P.M. a distance of 904 feet from the West section line and 152 feet from the North section line, including all areas tributary to Horse Gulch and the Yampa River.

3.1.15. Morgan Creek: from its confluence with the Yampa River located in Lot 17, Section 31, Township 6 North, Range 93 West of the 6th P.M. a distance of 157 feet from the East section line and 184 feet from the South section line, upstream to the headgate of Morgan Ditch located approximately in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 14, Township 4 North, Range 94 West of the 6th P.M. a distance of 1,958 feet from the West Line and 830 feet from the South Line, including all area tributary to Morgan Creek and the Yampa River within this reach, with the following exceptions above the Kersey Ditch:

3.1.15.1. Boxelder Gulch: from its confluence with Morgan Creek located in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 5, Township 5 North, Range 93 West of the 6th P.M. a distance of 2,249 feet from the East section line and 1,860 feet from the South section line, upstream to the headgate of Kersey Ditch located at a point whence the South corner of Section 9, Township 4 North, Range 94 West of the 6th P.M. bears North 50° East 1021 feet, including all area tributary to Boxelder Gulch and Morgan Creek within this reach.

3.1.16. Maudlin Gulch: from its confluence with the Yampa River located in Lot 8, Section 26, Township 6 North, Range 94 West of the 6th P.M. a distance of 1,500 feet from the West section line and 1,320 feet from the South section line, upstream to the headgate of Maudlin Gulch Ditch located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 14, Township 4 North, Range 95 West of the 6th P.M. bears 1000 feet west of the east section line and 1500 feet north of the south section line, including all area tributary to Maudlin Gulch and the Yampa River within this reach.

3.1.17. Jesse Gulch: from its confluence with the Yampa River located in Lot 9, Section 27, Township 6 North, Range 94 West of the 6th P.M. a distance of 339 feet from the East section line and 1,010 feet from the South section line, upstream to its headwaters located in the vicinity of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 10, Township 4 North, Range 95 West of the 6th P.M. a distance of 2,356 feet from the East section line and 1,087 feet from the South section line, including all areas tributary to Jesse Gulch and the Yampa River.

3.1.18. Temple Gulch: from its confluence with the Yampa River located in Lot 5, Section 17, Township 6 North, Range 94 West of the 6th P.M. a distance of 672 feet from the West section line and 2,431 feet from the North section line, upstream to its headwaters located in the vicinity of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 21, Township 4 North, Range 95 West of the 6th P.M. a distance of 631 feet from the West section line and 1,606 feet from the South section line, including all areas tributary to Temple Gulch and the Yampa River.

3.1.19. Lay Creek: from its confluence with the Yampa River located in Lot 13, Section 1, Township 6 North, Range 95 West of the 6th P.M. a distance of 1,264 feet from the West section line and 1,102 feet from the South section line, upstream through its headwaters located in the vicinity of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 1, Township 9 North, Range 93 West of the 6th P.M. a distance of 829 feet from the East section line and 2,214 feet from the North section line, including all area tributary to Lay Creek and the Yampa River within this reach, with the following exception above the Big Gulch Pump Diversion:

3.1.19.1. Big Gulch: from its confluence with Lay Creek located in Lot 12, Section 30, Township 7 North, Range 93 West of the 6th P.M. a distance of 1,689 feet from the East section line and 1,454 feet from the North section line, upstream to the headgate of Big Gulch Pump Diversion located in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 23, Township 7 North, Range 93 West of the 6th P.M. at a point which bears 1250 feet North and 1980 feet West of the Southeastern Corner of said Section, including all area tributary to Big Gulch and Lay Creek within this reach.

3.1.20. Deception Creek: from its confluence with the Yampa River located in Lot 3, Section 33, Township 7 North, Range 95 West of the 6th P.M. a distance of 1,209 feet from the East section line and 2,255 feet from the North section line, upstream to the headgate of H K Duke Spring Ditch located at the section line between Sections 21 and 22, Township 4 North, Range 96 West of the 6th P.M., beginning at a point 400 feet south of the Northwest corner of said section 22, including all area tributary to Deception Creek and the Yampa River within this reach.

3.1.21. Spring Creek: from its confluence with the Yampa River located in Lot 2, Section 28, Township 7 North, Range 95 West of the 6th P.M. a distance of 1,016 feet from the East section line and 994 feet from the North section line, upstream to its headwaters located in the vicinity of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 15, Township 9 North, Range 93 West of the 6th P.M. a distance of 581 feet from the West section line and 1,548 feet from the North section line, including all areas tributary to Spring Creek and the Yampa River.

3.1.22. Sand Creek: from its confluence with the Yampa River located in Lot 6, Section 15, Township 7 North, Range 96 West of the 6th P.M. a distance of 1,954 feet from the West section line and 1,798 feet from the North section line, upstream to its headwaters located in the vicinity of the Lot 2, Section 5, Township 8 North, Range 95 West of the 6th P.M. a distance of 510 feet from the North section line and 1,662 feet from the East section line, including all areas tributary to Sand Creek and the Yampa River.

3.1.23. Cedar Springs Draw: from its confluence with the Yampa River located in Lot 3, Section 34, Township 7 North, Range 97 West of the 6th P.M. a distance of 1,824 feet from the East section line and 585 feet from the North section line, upstream to its headwaters located in the vicinity of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 15, Township 5 North, Range 97 West of the 6th P.M., at a point that bears 1478 ft from the West section line and 0 ft from the South section line, including all areas tributary to Cedar Springs Draw and the Yampa River.

3.1.24. Twelvemile Gulch: from its confluence with the Yampa River located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 22, Township 6 North, Range 98 West of the 6th P.M. a distance of 115 feet from the East section line and 1,645 feet from the South section line, upstream to its headwaters located in the vicinity of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 18, Township 5 North, Range 97 West of the 6th P.M. a distance of 1,281 feet from the East section line and 2,156 feet from the North section line, including all areas tributary to Twelvemile Gulch and the Yampa River.

3.2. Amount: The total annual amount of augmentation water available for the Augmentation Area is 201-acre feet.

4. Water Right to be Used for Augmentation: The County has contracts with the Colorado River Water Conservation District ("River District") that provide the County with up to 201 AF per year from the River District's water rights stored in Elkhead Creek Reservoir ("Elkhead Reservoir"). That supply will be used to augment junior rights within the Yampa River drainage. The River District's water storage right for Elkhead Reservoir was decreed in Case No. 02CW106 in the amount of 13,000 acre feet for Municipal, Commercial, Industrial, Domestic, Irrigation, Livestock, Hydro-power Production, Evaporation, Augmentation, Exchange, Replacement, Power Generation, and Cooling, Wastewater Treatment, Piscatorial, and Recreational (including in-reservoir and in-river fish habitat and river flow maintenance and enhancement uses, and uses in furtherance of the Upper Colorado River Basin Fishes Recovery Program) and with the right to reuse and successively use the water to extinction, with an appropriation date of October 16, 2002. The decreed location for Elkhead Reservoir dam is approximately where the South quarter of Section 16, Township 7 North, Range 89 West of the 6th P.M. bears South 34°47'13" East, 869.37 feet.

5. Complete Statement of Plan for Augmentation.

5.1. Service Area. The County requests approval of a Plan for Augmentation to augment out-of-priority depletions associated with diversion structures, wells, and ponds to be augmented located within the County's Augmentation Area as described in Paragraph 3.1 and shown on the map (**Exhibit 1**) filed with this Application.

5.2. Depletions. The depletions associated with the various diversion structures will be determined based on reasonable assumptions, methods and calculations. Stream depletions will be calculated individually and cumulatively and on a monthly basis. During periods

when an administrative call is placed and enforced regarding the diversions of the County's contractees, calculated out-of-priority depletions will be replaced using the County's augmentation source identified in Paragraph 4 above. A summary of the engineering assumptions proposed to be used to determine the amount and timing of augmentation requirements is outlined below.

5.2.1. Domestic In-House Use Diversions and Depletions: Diversions associated with domestic in-house use will be calculated according to the following:

5.2.1.1. Single family home: 2.5 persons using 118 GPCD (gallons/capita/day), or 295 gallons per day (0.033 acre-feet per year).

5.2.1.2. A substantial portion of in-house diversions will return to the stream system following wastewater treatment. The consumptive use, as a percent of diversions, is assumed to be as follows:

5.2.1.2.1. Central wastewater treatment system: 5.0%

5.2.1.2.2. Septic tank/leach field system: 10%

5.2.1.2.3. Evaporative system: 100%

5.2.2. Commercial Use: The diversion rate, estimated depletions, and volume of water necessary to support commercial uses will be based on the following calculations for estimating the diversions and consumptive uses for commercial applications:

5.2.2.1. Office: Diversions will be calculated as 210 gallons per day per 1,000 square feet.

5.2.2.2. Warehouse: Diversions will be calculated as 105 gallons per day per 1,000 square feet.

5.2.2.3. Retail Sales: Diversions will be calculated as 210 gallons per day per 1,000 square feet.

5.2.2.4. A substantial portion of commercial diversions will return to the stream system following wastewater treatment. The consumptive use, as a percent of diversions, is assumed to be as follows:

5.2.2.4.1. Central treatment system: 5%

5.2.2.4.2. Septic tank/leachfield system: 10%

5.2.2.4.3. Evaporative system: 100%

5.2.3. Industrial Use: Diversions and consumptive use for industrial applications will be determined on a case-by-case basis.

5.2.4. Irrigation Water Use

5.2.4.1. Evapotranspiration Calculation Methodology:

This plan will replace out-of-priority depletions associated with lawn and crop irrigation. Irrigation consumptive use will be based on analysis using the elevation band of the proposed contractee's property and the Modified Blaney Criddle Method (as outlined in the Soil Conservation Service in Technical Release No. 21), or other method generally accepted by the Division Engineer, Water Division 6, for bluegrass consumptive use. Bluegrass is selected as a conservative assumption to represent lawn and crop irrigation, as bluegrass is more consumptive than hay pasture or alfalfa, which are the other types of crops likely to be irrigated within the Augmentation Area. Elevation bands will be split into 5 categories: (1) 5500 to 5999 feet; (2) 6000 to 6499 feet; (3) 6500 to 6999 feet; (4) 7000 to 7499 feet; and (5) 7500 feet and higher. Average monthly precipitation and mean daily temperature will be calculated based on climate stations within the Augmentation Area.

Diversion Rate: Total diversion requirements will be calculated based upon expected application rates for the different irrigation methods. The application rate for agricultural sprinkler irrigation will be assumed to be 80% efficient, the application rate for flood irrigation will be assumed to be 50% efficient, the application rate for drip irrigation will be assumed to be 100% efficient, and the application rate for lawn sprinklers will be 85% efficient. Return flows will not be tracked from irrigation, so depletions will equal diversions.

5.2.5. Surface Evaporation. Open water evaporation for ponds, channels, or aesthetic water features included in the augmentation plan will be calculated based on the General Administration Guidelines for Reservoirs from the Colorado Division of Water Resources amended February 2016. Average gross evaporation will be determined based on the evaporation atlases in NOAA Technical Report NWS 33. The guidelines provide monthly distribution for gross pond evaporation above and below an elevation of 6,500 feet. The average number of days in each month above 32 degrees Fahrenheit will be used to determine the percentage of the month in which ice covered the ponds, based on the mean daily temperature from the Craig weather station (USC00051932).

5.2.6. Livestock Water Use: Diversions for livestock watering are considered 100 percent consumptive. Consumptive use for horses, cows, and other types of livestock will be 12 gallons per day per animal.

5.2.7. Delayed Depletions: The County will account for delayed depletions with respect to any wells authorized under this plan. Stream depletions resulting

from well pumping are both lagged and attenuated. The stream depletions from some wells are expected to be delayed significantly but may be reasonably expected to reach a steady state. Other wells will be completed in alluvial formations and will have little or no delayed impact. Due to the lack of information on aquifer characteristics in the Lower Yampa River Basin, the County will use the lagging patterns established by the Upper Yampa Water Conservancy District (“UYWCD”) in its augmentation plan in Case No. 15CW3058 (Water Division 6).

5.2.7.1. These patterns have been developed based on distance from the stream. The bands are described below:

5.2.7.1.1. Band #1: Less than 100 feet from the stream

5.2.7.1.2. Band #2: 100 to 750 feet from the stream

5.2.7.1.3. Band #3: 751 to 1,750 feet from the stream

5.2.7.1.4. Band #4: More than 1,750 feet from the stream

5.2.7.2. UYWCD performed a series of Glover analyses to determine appropriate stream depletion factors for each of the four bands, so the County will employ the same analysis for this plan. The bedrock aquifer has a specific yield of 0.01 and a transmissivity of 500 gpd/ft. The alluvial aquifer has a specific yield of 0.1 and a transmissivity of 10,000 gpd/ft. Wells in both bedrock aquifers and alluvial aquifers were evaluated for locations 50, 500, 1,000 and 2,500 feet from the stream. The monthly lagged stream depletion factors for alluvial and bedrock wells are shown below:

Month	Bedrock Wells				Alluvial Wells			
	<100'	100' – 750'	750' – 1750'	>1750'	<100'	100' – 750'	750' – 1750'	>1750'
1	40.8%	26.6%	7.5%	7.1%	94.9%	39.9%	14.8%	5.7%
2	29.1%	30.3%	20.3%	7.0%	5.1%	28.6%	27.7%	8.0%
3	9.1%	12.0%	16.1%	8.0%	0.0%	9.1%	14.8%	11.3%
4	5.2%	7.2%	11.5%	9.0%	0.0%	5.3%	9.5%	11.5%
5	3.6%	5.2%	8.9%	9.5%	0.0%	3.7%	7.0%	10.6%
6	2.7%	4.0%	7.3%	9.5%	0.0%	2.9%	5.5%	9.6%
7	2.2%	3.3%	6.2%	9.2%	0.0%	2.4%	4.6%	8.7%
8	1.9%	2.8%	5.4%	8.9%	0.0%	2.0%	4.0%	8.0%
9	1.6%	2.5%	4.8%	8.5%	0.0%	1.8%	3.5%	7.4%
10	1.4%	2.2%	4.3%	8.1%	0.0%	1.6%	3.1%	6.8%

11	1.3%	2.0%	4.0%	7.8%	0.0%	1.4%	2.9%	6.4%
12	1.1%	1.9%	3.7%	7.4%	0.0%	1.3%	2.6%	6.0%
Total	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

5.2.7.3. The location of the alluvial aquifer will be determined using the *2020 Statewide Mapping of Quaternary Alluvium* (produced by Lesley Sebol at the Colorado Geological Survey for CWCW). The appropriate aquifer type and distance band will be assigned to each well based on its location.

5.3. Replacements. Out-of-priority depletions calculated as proposed above will be replaced by releases from the County's source of substitute supply in time, location, quantity and amount to prevent injury to senior rights. The substituted water will be of a quality and quantity so as to satisfy requirements for which the water diverted by senior appropriators has normally been used.

5.4. Accounting. Using water data compiled by contract allottees, the County will account annually for the diversions and depletions to the Division of Water Resources as required by the Division Engineer to administer the County's augmentation program. The County will ensure that the total annual out-of-priority depletions under this plan for augmentation will not exceed the replacement water available to the County.

5.5. Transit Losses. Deliveries from replacement sources are subject to a transit loss rate as determined by the Division Engineer, in the Division Engineer's reasonable discretion. This rate shall represent a "reasonable deduction" based upon the State Engineer's "duty to collect and study data" as outlined in C.R.S. § 37-80-102(7) and 37-83-104.

6. Names and addresses of owners or reputed Owners of the lands upon which any structure is or will be located, upon which water is or will be stored, or upon which water is or will be placed to beneficial use.

6.1. According to the real property records of Moffat County, Colorado, the land underlying Elkhead Reservoir is owned by the Colorado River Water Conservation District, 201 Centennial St #200 Glenwood Springs, CO 81601; and the City Of Craig, 300 W Fourth St. Craig, CO 81625.

SECOND CLAIM: APPROVAL OF APPROPRIATIVE RIGHTS OF EXCHANGE

7. The County seeks conditional appropriative rights of exchange because some augmentation water under its plan will be introduced to the river system downstream from the authorized diversions to be augmented. The exchanges will allow County contractees to continue diversions at their respective locations during times when there is a downstream call by a senior water right. The County will augment its contractees' out-of-priority depletions with the water supply

described in Paragraph 4 above. The exchanges requested herein are to serve the consumptive use amounts associated with diversions by County contractees within the Augmentation Area.

7.1. Names of Water Rights:

7.1.1. Moffat County Yampa River Basin Exchange

7.2. Exchange Reaches:

7.2.1. Exchange from Points:

7.2.1.1. The outlet of Elkhead Reservoir located in the south quarter of Section 16, Township 7 North, Range 89 West of the 6th P.M. (UTM X= 298217.0 Y= 4492426.0).

7.2.1.2. All of the downstream termini described as the confluences of the tributaries with the Yampa River in paragraph 3 above.

7.2.2. Exchange to Points: The diversions and locations of depletions to natural streams of County contractees within the Augmentation Area as described herein; these diversions and depletions may extend to each and all of the upstream termini of the tributaries as described in paragraph 3 above.

7.3. Sources of Exchange (Substitute) Supply: The supply is described in paragraph 4 above.

7.4. Amount Claimed: The rate of exchange is 3 cfs, conditional, for each one of the tributaries located within the Augmentation Area.

7.5. Date of Appropriation: October 24, 2023.

7.6. How Appropriation was Initiated: Approval of Application by Moffat County Board of County Commissioners and subsequent filing of this Application.

7.7. Date Water Applied to Beneficial Use: Not Applicable.

7.8. Proposed Uses:

7.8.1. Types: Domestic, irrigation, stock watering, commercial, and industrial.

7.8.2. Place of Use: Within the Augmentation Area described in Paragraph 3 above.

WHEREFORE, Applicant requests the Court enter a decree approving the plan for augmentation and appropriative rights of exchange as described herein.

Respectfully submitted this _____ day of _____ 2023.

BURNS, FIGA & WILL, P.C.
(Original signature on file at the office of
Burns, Figa & Will, P.C.)

/s/

April D. Hendricks
Peter D. Jaacks

**ATTORNEYS FOR APPLICANT,
MOFFAT COUNTY BOARD OF
COUNTY COMMISSIONERS**

VERIFICATION

I, _____, as _____ for Applicant
declare under penalty of perjury under the law of Colorado that the foregoing *Application for
Approval of Plan for Augmentation and Conditional Appropriative Rights of Exchange* is true
and correct.

Executed on the ____ day of _____, 2023.

At _____, Colorado
(city or other location, and state or country)

(signature)

**MEMORANDUM OF UNDERSTANDING BETWEEN
MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE UPPER YAMPA WATER CONSERVANCY DISTRICT
REGARDING: OPERATION OF THE LOWER YAMPA RIVER AUGMENTATION PLAN ACROSS
JURISDICTION BOUNDARIES**

This Memorandum of Understanding ("MOU") is entered into between the Moffat County, Colorado Board of County Commissioners ("Moffat County") and the Upper Yampa Water Conservancy District ("UYWCD") represented by their respective governing bodies, 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: Moffat County is drafting the Lower Yampa River Augmentation Plan (herein referred to as the "Augmentation Plan") with the goal of adjudicating the water for the Augmentation Plan through water court in 2024. The Augmentation Plan will provide augmentation water, primarily, but not limited to, household water wells drilled after March 1, 2022 when the Lower Yampa River was designated over-appropriated by the State Engineer, Division of Water Resources, State of Colorado.

Whereas: Moffat County has diligently cooperated with the UYWCD and received verbal board support to operate and administer the Augmentation Plan within UYWCD's boundaries, including acreage in Moffat County that is not served by any of UYWCD's currently decreed augmentation plans.

Whereas: Moffat County acknowledges its operational and administrative responsibility for the Augmentation Plan, and shall undertake all necessary actions to adjudicate and implement the Augmentation Plan without cost to UYWCD.

Whereas: UYWCD desires that Moffat County operate and administer the Augmentation Plan within that portion of the UYWCD's boundaries shown in the attached Exhibit 1.

Now, therefore, both parties acknowledge and agree that:

1. The Parties agree that the Augmentation Plan offsets negative impacts of over appropriation of the Yampa River, and offers a responsible and managed future residential, agricultural, commercial, and industrial water development option that is important for the social and economic vitality of both Moffat County and UYWCD.
2. Part of the Proposed Augmentation Area is located within UYWCD's boundaries but outside of any area that is served by UYWCD's currently decreed augmentation plans.
3. UYWCD supports and approves Moffat County's operation and administration of the Augmentation Plan within the portion of UYWCD's boundaries within Moffat County depicted in Exhibit 1.

4. Moffat County will bear the cost of operation and administration of the Augmentation Plan and will charge user fees and other costs to individual water users within the UYWCD's boundaries who elect to participate in the Augmentation Plan.
5. As of the date of this MOU, the proposed Augmentation Plan has not been filed in water court. Accordingly, the UYWCD reserves the right to object to the Augmentation Plan in its entirety or to its specific terms and provisions, including filing of a statement of opposition or protest in water court.
6. Nothing herein shall prevent UYWCD from adjudicating a new augmentation plan or extending an existing augmentation plan to provide augmentation water anywhere within the boundaries of the UYWCD.

DATED this _____ day of October, 2023.

MOFFAT COUNTY BOARD OF COUNTY
COMMISSIONERS

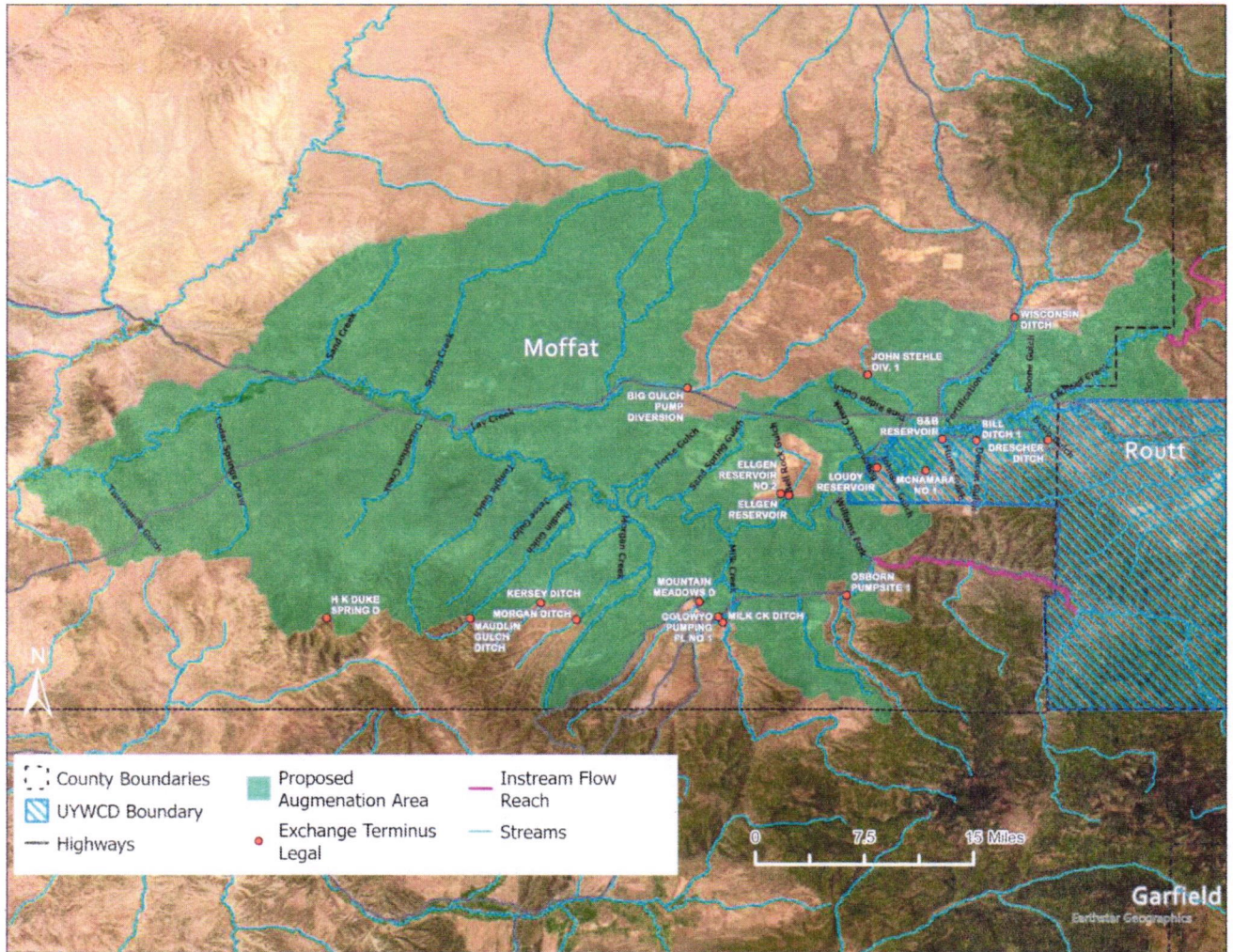
Tony Bohrer, Chairman

UPPER YAMPA WATER CONSERVANCY
DISTRICT


Doug Monger (Oct 13, 2023 13:34 MDT)
Doug Monger, President

EXHIBIT 1

Map of proposed Augmentation Area for the Lower Yampa River Augmentation Plan.





Health Information Exchange Participant Agreement





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HEALTH INFORMATION EXCHANGE PARTICIPANT AGREEMENT

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

RECITALS

- A. CORHIO is a non-profit organization dedicated to improving health and reducing healthcare costs through enhanced use of information technology and data exchange. CORHIO owns and operates a secure platform for sharing electronic health information – the Health Information Exchange (“HIE System”) for use by healthcare providers, payors, other covered entities and qualified entities to whom CORHIO grants access in accordance with its policies and the law, including without limitation laws protecting the privacy and security of health information.
- B. Participant is a Coroner’s Office and desires to have access to the HIE System for those purposes that are permitted under state and federal law. Participant will be a Data Recipient, but not a Data Provider to the HIE System.
- C. Participant is neither a HIPAA Covered Entity nor a Business Associate but rather is permitted to be a Data Recipient pursuant to C.R.S § 30-10-606 (setting forth the legal authority of coroners in Colorado to access decedent’s PHI in the course of investigations or inquests) and an exception to the patient authorization requirements in the HIPAA regulations at 45 C.F.R. § 164.512(g). Participant nevertheless agrees to be bound by the requirements of this Agreement and agrees to limit its use of PHI to the minimum amount necessary to perform its sanctioned inquest or investigation activities and not to further disclose any Data received through the HIE System except as authorized by Applicable Law.
- D. This Agreement sets forth the terms and conditions under which Participant, together with other health care stakeholder participants who sign an agreement in substantially the same form as this Agreement or such other form as is deemed appropriate by CORHIO (collectively, “Participants”), will access and utilize the HIE System and other applicable HIE services supplied by CORHIO to Participant as may be agreed to from time to time in statements of work attached to the Agreement.

AGREEMENT

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

1. DEFINITIONS.

- 1.1. applicable to CORHIO, Participant or a party’s rights and obligations under this Agreement, including, without limitation, laws, rules and regulations applicable to the confidentiality of patient records and protected health information. “**Applicable Law**” means the federal, state, and local statutes, regulations and policies that are
- 1.2. “**Authorized User**” means any employee or contractor of Participant or of any of the affiliates of Participant who is uniquely identified and credentialed to use the HIE System to access or receive Data for a Permitted Use.



- 1.3. **“Authorization”** shall have the meaning and include the requirements set forth at 45 C.F.R. § 164.508 of the HIPAA regulations and shall include any similar but additional requirements under Applicable Law.
- 1.4. **“Business Associate Agreement”** means the separate agreement of that name entered into by CORHIO and Participant, if applicable, pursuant to the requirements of HIPAA and incorporated herein as Exhibit B.
- 1.5. **“Confidential Information”** means information that relates to a Party’s past, present, or future business activities, finances, practices, protocols, products, services, content, technical knowledge and includes, without limitation, business plans or methods, health plan relationships, acquisition plans, systems architecture, information systems, technology, data, computer programs and codes, processes, methods, operational procedures, budgets, sales and marketing programs, policies and procedures, customer lists, employee-, provider-, member-, patient- and beneficiary information, claims information, vendor information (including agreements, software and products), product plans, projections, analyses, plans or results, the existence of any business dealings or agreements between Participant and CORHIO, results of an audit of the security controls applicable to any Data in a party’s legal custody, whether held by the party or a sub-contractor of a party at a colocation facility, and any other information which is normally and reasonably considered confidential. For purposes hereof, “Confidential Information” does not include any information that the Receiving Party can establish by convincing written evidence: (a) was independently developed by the Receiving Party without use of or reference to any Confidential Information belonging to the Disclosing Party; (b) was acquired by the Receiving Party from a third party having the legal right to furnish same to the Receiving Party without disclosure restrictions; or (c) was at the time in question (whether at disclosure or thereafter) generally known by or available to the public (through no fault of the Receiving Party). Confidential Information also does not include PHI or Data, which is subject to Applicable Law and to the separate provisions of the Agreement specific to Data, including the Business Associate Agreement (**Exhibit B**).
- 1.6. **“CORHIO Policies”** means CORHIO’s Governing Principles and Policies adopted by CORHIO’s Board of Directors and incorporated herein as **Attachment 3**. The CORHIO Policies contain operating rules, definitions, standards, specifications, and other terms or conditions of operation and use of the HIE System and Services. The CORHIO Policies were developed based on the recommendations of a multi-stakeholder, consensus-driven process and are updated from time to time at the recommendation of the CORHIO Policy Committee and as approved by the CORHIO Board of Directors.
- 1.7. **“Data”** means the data and information provided to, processed by, or accessible or disclosed through the HIE System or other services, including but not limited to Protected Health Information (“PHI”).
- 1.8. **“Data Exchange”** means electronically providing, receiving, or accessing Data through the HIE System.
- 1.9. **“Data Recipient”** means a Participant whose Authorized Users and systems will access or receive Data through the HIE System and Services.
- 1.10. **“Data Provider”** means a Participant that sends Data to CORHIO for access, use and disclosure through the HIE System. For the avoidance of doubt, Participants that only provide patient or member lists to facilitate CORHIO’s provision of Services are not Data Providers.
- 1.11. **“Dispute”** means any controversy, dispute, or disagreement arising out of or relating to this Agreement.
- 1.12. **“External Networks”** means statewide, nationwide or other health information exchange networks, including but not limited to the eHealth Exchange, Colorado’s Qualified Health Network, the Patient Centered Data Home network, which enable the secure exchange of health information among



authorized parties, all in accordance with Applicable Law and CORHIO Policies.

- 1.13. “Fees”** means the fees due under this Agreement, as set forth in Exhibit A and/or a Statement of Work.
- 1.14. “HIE System”** means all software, hardware and other technology used by or on behalf of CORHIO, or any third-party vendor(s) or subcontractors of CORHIO, to provide the Services, including but not limited to the administrative, operational, and information system support services required to operate the HIE.
- 1.15. “HIE Operations”** shall mean the obligations of CORHIO in operating the HIE, including but not limited to the following activities:
- 1.15.1.** Facilitating Data Exchange and managing authorized requests for, and disclosures of, Data amongst Participants in the HIE for Permitted Uses;
 - 1.15.2.** Creating and maintaining a master patient index; providing record locator services and performing patient matching services;
 - 1.15.3.** Processing or otherwise implementing patient consent (including Opt-Out and opt-in) requests;
 - 1.15.4.** Conducting or assisting in the performance of audits;
 - 1.15.5.** Training Participants and Authorized Users and providing support services;
 - 1.15.6.** Maintaining industry-accepted security and privacy functions;
 - 1.15.7.** Standardizing or normalizing data formats;
 - 1.15.8.** Implementing policies and other business rules to assist in the automation of data exchange;
 - 1.15.9.** Facilitating the identification and correction of errors in health information records;
 - 1.15.10.** Aggregating data from multiple Participants, including to create, update, modify, transmit, standardize, maintain, or disclose a continuity of care document;
 - 1.15.11.** Evaluating the performance of the HIE System and Services and developing new functionality of the HIE;
 - 1.15.12.** Conducting maintenance or technical system support of the HIE System or Services; and
 - 1.15.13.** Engaging in any other activities as may be required to facilitate the operation of the HIE System that are consistent with this Agreement and Applicable Law.
- 1.16. “HIPAA”** means the Health Information Portability and Accountability Act of 1996, specifically including the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information (45 C.F.R. Parts 160 and 164) as amended by the Health Information Technology for Economic and Clinical Health Act, enacted as Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, including regulations published as the Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules (the “Omnibus HITECH Rule”), Vol. 78 Federal Register No. 17 (January 25, 2013) and any further amendments, modification, or renumbering which occurs or takes effect during the term of the Agreement.
- 1.17. “Implementation”** means the steps taken by the Parties to support Participant’s initial connectivity to and Data Exchange through the HIE System or to enable Participant’s use of Services described in Exhibit A or any associated Statement of Work.
- 1.18. “Laws”** means all applicable laws, statutes, ordinances, regulations, rules, codes, treaties, directives,



standards or other legal requirements.

- 1.19. **“Live Date”** means the date, following notice by CORHIO of completion of the Implementation, on which the parties agree that Participant has met the criteria established by CORHIO for access and use of the HIE System and Services.
- 1.20. **“Opt-Out”** means a Patient’s ability to make a meaningful and informed choice to decline to have their PHI compiled in the HIE System and shared in CORHIO’s clinical portal or via care summaries in accordance with CORHIO Policies.
- 1.21. **“Patient” or “Individual”** means the individual person or, if appropriate in the context in which it occurs, the Individual’s legal representative, authorized to act for the Individual under Applicable Law for matters relating to Data.
- 1.22. **“Permitted Use”**
 - 1.22.1. As to CORHIO, Permitted Use of Data means: (i) for HIE Operations; (ii) for the provision of Services; (iii) to permit participants to access Data through the HIE System in accordance with this Agreement, CORHIO Policies, and Applicable Law; including but not limited to for purposes of Treatment, Payment and Health Care Operations (as those terms are defined in HIPAA) of Participant and other participants in the HIE System; (iv) for uses and disclosures to a public health authority, as defined and permitted under HIPAA, if and to the extent HIPAA authorizes such disclosure by a Covered Entity (as such term is defined in HIPAA); (v) to carry out CORHIO’s duties under this Agreement and/or the rules and regulations governing any External Networks in which CORHIO participates; (vi) to comply with and carry out CORHIO’s obligations under Applicable Law; (vii) to assess and articulate the value of the HIE in a manner consistent with CORHIO’s mission and purposes; and (viii) to use or release data as permitted by the CORHIO Policies.
 - 1.22.2. As to Data Recipients and Authorized Users, Permitted Use of Data means any use that is permitted or required under HIPAA, the CORHIO Policies, or other Applicable Law governing the use and disclosure of patient data, including but not limited to uses and disclosures for Treatment, Payment and Health Care Operations (as those terms are defined in HIPAA).
- 1.23. **“Protected Health Information” or “PHI”** shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, as applied to the information created, received, transmitted, or maintained by CORHIO, or any third-party vendor(s) or subcontractors of CORHIO, on behalf of Participant and other HIE Participants.
- 1.24. **“Qualified Service Organization” or “QSO”** shall have the meaning given to such term under the Part 2 Regulations at 42 C.F.R. § 2.11.
- 1.25. **“Services”** refers to services and deliverables provided by CORHIO to Participant, pursuant to this Agreement, including Exhibit A and any additional Statements of Work.
- 1.26. **“Service Levels”** means CORHIO’s then-current service levels for the operation of the HIE System made available to Participant by CORHIO.
- 1.27. **“Statement of Work” or “SOW”** means the addendum set forth in Exhibit A and any other addendum that is mutually agreed upon in writing and signed by the parties from time to time that describes Services to be provided by CORHIO to Participant including applicable Fees under this Agreement.
- 1.28. **Other Terms.** A defined term, indicated by capitalization of the first letter(s), not otherwise set forth above or elsewhere in the Agreement shall have the meaning stated in HIPAA or, if not defined in HIPAA, assigned by other Applicable Law.



2. SERVICES.

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

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

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

Attachment 1: CORHIO Standard Services

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

Attachment 3: CORHIO Governing Principles and Policies

Exhibit A – Statement of Work

Exhibit B – HIPAA Business Associate Agreement

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

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

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

2.7. Implementation and Connectivity. Implementation of the Services and access to the HIE System between Participant and CORHIO's Services and the HIE System, as applicable, will be established on a mutually agreed submission schedule, and through mutually agreed means as appropriate to or in accordance with a SOW. All Data Exchange shall be in accordance with this Agreement and Applicable Law including without limitation laws related to the use and disclosure



of sensitive health information. In no case shall a Party be required to disclose PHI in violation of Applicable Law.

- 2.8. **Appropriate Use.** Subject to Applicable Law, CORHIO authorizes Participant and its Authorized Users to access and use the HIE System and the Services for Permitted Purposes and only as authorized in this Agreement and in the CORHIO Policies, which may be updated from time-to-time consistent with Section 4.
- 2.9. **Participation in External Networks.** To support Participant's communications with entities that are not CORHIO Participants, CORHIO participates in one or more External Networks. **Attachment 2** and the CORHIO Policies sets forth the terms and conditions that apply to the exchange of information through such External Networks.

3. PAYMENT.

3.1. Fees.

- 3.1.1. Participant shall pay CORHIO for the Services to be performed under this Agreement and use of the HIE System per the Fee schedule set forth in an applicable Statement of Work. Unless otherwise provided in a Statement of Work, CORHIO shall invoice Participant on a monthly calendar basis for Services rendered during the previous calendar month, and Participant shall pay any Fees within thirty (30) days of receipt of the invoice.
- 3.1.2. All Fees will be paid in U.S. dollars and are non-refundable once paid, except as otherwise provided in this Agreement. All Fees are exclusive of any taxes, and Participant (unless recognized by the applicable taxing authority as exempt from tax) agrees to pay any taxes, whether federal, state or local, or municipal that may be imposed upon or with respect to the Services or otherwise as a result of this Agreement, exclusive of taxes on CORHIO's net income.
- 3.1.3. Except as otherwise set forth herein, Participant will be solely responsible for any other charges or expenses of its third party vendors that Participant may incur to access or use the HIE System or any other Services, including, without limitation, Internet access charges, and fees charged by third-party vendors with which Participant has contracted for products and services.
- 3.2. **Late Payment.** If Participant fails to pay any amounts due within sixty (60) days after the invoice receipt date, any amounts not paid may bear interest from the original due date until paid at the greater of 1.5% per month or the highest rate allowed by Applicable Law, together with collection costs, including reasonable attorneys' fees, incurred in enforcing this Agreement. Following a past due payment notice from CORHIO, CORHIO reserves the right to suspend the Services, including Participant's access to the HIE System, pending payment in full of all outstanding Fees. If Participant fails to pay any amounts due within one hundred twenty (120) days after the invoice receipt date, CORHIO may pursue termination of the applicable SOW, a specific Service or the entire Agreement in accordance with Section 17 ("Term and Termination") of this Agreement.
- 3.3. **Fee Increases.** Subject to the terms of a SOW, CORHIO may from time to time but no more frequently than once in any 12-month period increase the Fees. Such an increase will be effective thirty (30) days after written notice to Participant subject to the exceptions listed in an SOW. Participant shall have the right, in accordance with Section 17, to terminate this Agreement as a result of any fee increases.
- 3.4. **Non-Appropriation:** Participant's expenditure of any funds under this Agreement beyond the current county fiscal year shall be expressly subject to and contingent upon the Participant's budgeting and appropriating funds for such proposes according to the Colorado Local Government Budget Law and C.R.S. Section 29-1-110. Should such funds not be budgeted and appropriated for the Participant's



obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the Participant shall provide CORHIO with prior written notice of such termination **in accordance with Section 17.2 below.**

4. CORHIO POLICIES.

- 4.1. **Compliance with CORHIO Policies.** By entering into this Agreement, Participant expressly agrees to be bound by those CORHIO Policies that are applicable to Participant's business. The CORHIO Policies may be updated from time to time as set forth in Section 4.2 and are incorporated herein as **Attachment 3**.
- 4.2. **Amendment of Policies.** CORHIO may amend or change the Policies to accommodate the availability of new services, systems, functionality, or changes to Permitted Uses or HIE Operations, through formal action of CORHIO's Board of Directors under recommendation from CORHIO's policy committee, which is comprised of representatives from participant communities in Colorado. CORHIO will review its Policies from time to time during the term of this Agreement, including as directed by the Board. CORHIO will generally provide thirty (30) days notice to Participant before such amendment or change to CORHIO's Policies becomes effective; however, CORHIO reserves the right to provide notice of fewer than thirty (30) days should circumstances warrant. In the event of such amendment or change by CORHIO, Participant may, at its option, terminate this Agreement within thirty (30) days of receipt of notice from CORHIO.
- 4.3. **Other Technical Specifications.** In addition to, and subject to, the CORHIO Policies, CORHIO and Participant may establish other technical specifications or other terms and conditions as to a specific SOW.

5. OBLIGATIONS OF CORHIO.

- 5.1. **Availability of HIE System.** Subject to the terms of this Agreement, CORHIO shall maintain the functionality of the HIE System for the provision and consumption of the Services in accordance with CORHIO's then-current Service Levels. CORHIO's Service Levels are available on the support and onboarding section of CORHIO's website.
- 5.2. **Opt-Out Right.** CORHIO will provide information and education to Participants that are health care providers about the right of Individuals to Opt-Out of the HIE System or to rescind a decision to Opt-Out. CORHIO shall comply with the process set forth in the Policies for enabling Individuals to Opt-Out of having their patient information compiled and shared in CORHIO's clinical portal or via care summaries. The Opt-Out right of Individuals, including the ability of Individuals to change their Opt-Out status at any time, is available through means established and implemented by CORHIO. CORHIO shall periodically review its Opt-Out process to ensure compliance with Applicable Law.
- 5.3. **Obligations under 42 C.F.R. Part 2 as a QSO.** CORHIO may act as a Qualified Service Organization on behalf of Participant in the event Participant or a unit within Participant's organization is a substance use treatment program that must comply with the Part 2 Regulations. To the extent the PHI received by CORHIO is protected by the Part 2 Regulations, CORHIO acknowledges that in receiving, storing, processing or otherwise dealing with Part 2 Data, CORHIO is fully bound by the Part 2 Regulations. If necessary, CORHIO will resist in judicial proceedings any efforts to obtain access to Part 2 Data except as permitted by the Part 2 Regulations. Participant shall not send Part 2 Data to CORHIO unless such data is clearly designated as such and CORHIO has notified Participant in writing that CORHIO can accept Part 2 Data.
- 5.4. **Training.** CORHIO shall provide or arrange for the provision of training to Participant and Participant's Authorized Users (as applicable to the Services) regarding access and use of the



HIE System and Services, including without limitation training for new or additional Authorizers Users when added by Participant.

- 5.5. **Support.** CORHIO will use commercially reasonable efforts to provide technical support and respond to incidents involving access to or use of the HIE System or Services in accordance with the time frames defined in CORHIO's then-current Service Levels. Updated Service Levels shall be published on CORHIO's website or timely sent to Participant.
- 5.6. **Security.** CORHIO shall provide access to the Services and the HIE System via a secured methodology, consistent with industry standards, Applicable Law, and CORHIO's Policies, which shall incorporate end user authorization by Participant for access where applicable. CORHIO is responsible to ensure the security of its Services and shall operate the HIE System in a manner that protects the confidentiality, integrity, availability and security of Data. CORHIO will ensure encryption of Data through the use of generally accepted industry standards and methods, in no case less than is required under the Business Associate Agreement and under other applicable laws and CORHIO's Policies and Procedures.
- 5.7. **Changes to HIE System or Services.** CORHIO reserves the right to modify or make improvements to the HIE System and/or the Services, or to cease providing certain Services, at any time subject to Participant's termination rights set forth in Section 17.
- 5.8. **Response to Court Orders, Subpoenas, or Government Requests for Data.** If CORHIO or any of its subcontractors or third party vendors receives a court order or subpoena for Data, or a request for Data by a government entity pursuant to applicable Law, CORHIO, to the extent permitted by Applicable Law, will provide timely notice to the Participant that provided the Data, if known, as soon as possible after receipt of the request, so that the Participant has an opportunity to object to the court order, subpoena or governmental request (in accordance with the stated timelines in the request). CORHIO will not be responsible for contesting or objecting to any such court order, subpoena or governmental request, but will reasonably assist a Participant in its efforts to do so at no cost to CORHIO. CORHIO will comply with Applicable Law, including Colo. R. Civ. Proc. 45, in responding to subpoenas.

6. PARTICIPANT GENERAL OBLIGATIONS.

- 6.1. **Data Exchange.** Participant agrees that its participation in any Data Exchange, and use of the Services and HIE System by it and its Authorized Users, will comply with the terms of this Agreement, CORHIO Policies, and Applicable Law.
- 6.2. **Equipment and Software.** Participant will be solely responsible, at Participant's own expense, for acquiring, installing and maintaining all hardware, software, Internet access, browser versions and other equipment as may be necessary for Participant and each Authorized User to connect to, access, or use the HIE System, as applicable, or any other Services. CORHIO will not be responsible for any delay in performing or failure to perform any Services or other obligations due to any failure by Participant to provide the resources to facilitate connectivity to the HIE System or Services.
- 6.3. **Onboarding and Implementation.** Participant agrees to comply with and participate in the requirements of CORHIO's onboarding process and acknowledges that Implementation of the Services will require multiple meetings. Participant is responsible for scheduling the Implementation with its electronic health records system vendor(s) and any resulting EHR system vendor fees.
- 6.4. **Notice of Privacy Practices and Opt-Out.** Where applicable, Participants that are clinical providers i) are responsible for updating and appropriately distributing their Notices of Privacy Practices to inform Patients of their participation in the HIE System in accordance with HIPAA and Applicable Law; and ii) are responsible for providing Patients with notice of their right to Opt-Out of having their information compiled in the HIE System and shared in CORHIO's



clinical portal or consolidated care summaries in accordance with CORHIO Policies.

- 6.5. **Participant Restrictions.** Participant will not permit any Authorized User, employee or third party to: (a) alter, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the method of operation of the HIE System or Services; (b) use the HIE System or Services for other than Participant's or the Authorized User's own business purposes; (c) use the HIE System or Services for purposes of providing outsourcing, service bureau, hosting, application service provider or online services to third-parties, or otherwise make access to the HIE System available to any third-party not related to or affiliated with Participant; or (e) use the HIE System or Services for any purpose that is illegal in any way, or that advocates illegal activity.
- 6.6. **Responsibility for Conduct of Participant and its Authorized Users.** Participant shall be solely responsible for all acts and omissions of the Participant and / or the Participant's Authorized Users, and all other individuals who access the HIE System and /or use the Services either through the Participant or by use of any password, identifier, or log-on received or obtained, directly or indirectly, lawfully or unlawfully, from the Participant or any of Participant's Authorized Users, pertaining to the use of the HIE System or Services, and all such acts and omissions shall be deemed to be the acts and omissions of the Participant. Participant is solely responsible for updating CORHIO of changes in Authorized User status, including to notify CORHIO when an Authorized User account should be suspended or terminated.
- 6.7. **Participant Use of Data and Services.** Participant will remain solely responsible for the professional and technical services provided by Participant, including all clinical or other decisions resulting from or involving any Data or the use of the HIE or other Services. CORHIO will not be responsible for any failure to validate the accuracy of any Data (including Participant Data) obtained by Participant or any Authorized User through the HIE System prior to making any such use or rendering any such decision based on such Data. Except due to the negligence of CORHIO, CORHIO will have no responsibility or liability, and Participant will not have any claim or cause of action against CORHIO, resulting from or relating to any clinical services or payment rendered or withheld based on any Data or the use of the HIE or other Services.
- 6.8. **Lab Connectivity and Sharing of Lab Data (applicable only to Participants that employ physicians or other persons authorized to order laboratory tests under Applicable Law).** Participant agrees to authorize LabCorp and Quest Diagnostics to transmit laboratory result reports to the HIE System for delivery to Participant by executing the Provider Authorization forms available on the Participant onboarding section of the [CORHIO website](#). Participant acknowledges that other participants will have access to such results in accordance with this Agreement and Applicable Law. Participant also understands that CORHIO will not deliver the official, chartable report of laboratory testing results that complies with applicable Law or otherwise meets the Participant's needs.
- 6.9. **Safeguards and Security Obligations.** Participant will be solely responsible for the preservation, privacy, and security of all Data maintained by Participant on its own systems, including, without limitation, backup and disaster recovery. CORHIO does not provide any such services as part of the HIE System or other Services. Participant shall implement and maintain appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of the Data accessible through the HIE System, to protect it against reasonably anticipated threats or hazards, and to prevent its use or disclosure other than as permitted by this Agreement or required by Applicable Law.
- 6.10. **Notification of Breach of Agreement.** Participant will immediately notify CORHIO upon becoming aware of any breach of this Agreement, CORHIO Policies or Applicable Law and will provide reasonable assistance to CORHIO in the mitigation of any such breach by Participant or any Authorized User.



7. DATA RECIPIENT OBLIGATIONS.

- 7.1. **Applicability.** The obligations of this Section 7 apply to a CORHIO participant that is a Data Recipient. These obligations do not apply to a participant that is **only** a Data Provider.
- 7.2. **Prohibited Uses.** Data Recipient shall not use or permit the use of the HIE System, Services or Data for any purpose or use other than for the Permitted Uses or for any purpose or in any manner that is prohibited by HIPAA, the CORHIO Policies, or other Applicable Law.
- 7.3. **Authorized Users.** Data Recipient will identify and authenticate its Authorized Users, in accordance with this Agreement and CORHIO Policies. Authorized Users will include only those persons who require access to the HIE System to facilitate Data Recipient's use of the Data for a Permitted Use. Each Authorized User shall be individually credentialled for access to the HIE System. In accordance with Section 6.5, Data Recipient is responsible to ensure its Authorized Users comply with the terms and conditions of this Agreement, CORHIO Policies and Applicable Laws and is solely responsible for all use of the HIE System by its Authorized Users. Data Recipient will assure that each Authorized User has received training on the requirements of this Agreement and CORHIO Policies that are applicable to Authorized Users before access is granted.
- 7.4. **No Third-Party Access.** Except as required by Applicable Law, Participant shall not permit any third party (other than Participant's Authorized Users) to have access to the HIE System or to use the Services without the prior written agreement of CORHIO.
- 7.5. **Relationship with Individuals.** By including an Individual on Participant's patient panel or member file that is submitted to CORHIO in conjunction with the Services (if applicable), Participant represents and warrants that it has a HIPAA-compliant treatment, payment or healthcare operations relationship with the Individual and is authorized to receive Data through the HIE System for that Individual.

8. DATA PROVIDER OBLIGATIONS

- 8.1. **Applicability.** The obligations of this Section 8 apply to a CORHIO participant that is a Data Provider. These obligations do not apply to a participant that is **only** a Data Recipient. Nothing in this Section or elsewhere in this Agreement is intended to or will be deemed to limit Data Provider's use of its own Data in any way.
- 8.2. **Data Subject to Special Protection.** Data Provider shall comply with all Applicable Laws governing patient consent to the use or disclosure of PHI. Data Provider agrees that, to the extent any Data is subject to special restrictions on Data Exchange or requires specific consent or Authorization from the subject Individual before being used or disclosed for or through the HIE System, such Data will not be disclosed to CORHIO unless Participant has determined that providing the Data will comply with such Applicable Law and/or Participant has obtained any required consent or Authorization from the subject Individual. Data Provider is solely responsible for determining the applicable special restrictions provided for under Applicable Law. In addition, Participant may elect not to disclose Data to the HIE that is subject to special protection.
- 8.3. **Representation as to Data Accuracy.** Data Provider shall use reasonable and appropriate efforts to assure that all Data it provides to the HIE is accurate, free from serious error, and reasonably complete. Data Provider shall cooperate with and assist CORHIO in correcting any inaccuracies or errors in the Patient Data it provides to the HIE System. Data Provider will not provide or make available any Data that it reasonably knows or reasonably should have known would violate Applicable Law or CORHIO Policy, or that it reasonably knows or reasonably should have known: (a) is an infringement, misappropriation, or violation of any intellectual property rights, publicity/privacy rights, or other rights of any third party; (b) is illegal in any way or that advocates illegal activity; (c) contains any viruses or is intended to damage, surreptitiously intercept, or expropriate the Services or HIE or any other system, data, or information; or (d) is



false, inaccurate, incomplete, or not current.

- 8.4. **Right to Use Data.** Subject to the terms of the Business Associate Agreement between the Parties, Applicable Law and CORHIO's Policies, Data Provider grants CORHIO the right to use its Data for Permitted Uses.
- 8.5. **OID Requirements.** As a condition of participation in the HIE System or receipt of any Services, CORHIO requires every Data Provider to obtain and register an OID (a globally unique ISO identifier) via HL7.org so that CORHIO may accurately identify and route data to other participants. As soon as possible following execution of this Agreement and before CORHIO Implementation of Data Provider Services can commence, Participant shall provide CORHIO with its unique HL7 registered OID.
- 8.6. **Limited Data Sets and De-Identified Data.** Data Provider grants CORHIO the right to create de-identified data sets or limited data sets (as those terms are defined in HIPAA) that includes Data Provider's Data and to disclose such data sets for any purpose for which Data Provider may disclose a limited data set or de-identified data set without Individual authorization. Data Provider hereby authorizes CORHIO to enter into data use agreements for the use of limited data sets in accordance with Applicable Law and CORHIO Policies.

9. CONFIDENTIALITY

- 9.1. **Confidentiality Obligations.** During the term of this Agreement, from time to time, either party may disclose (the "Disclosing Party") or make available to the other party (the "Receiving Party"), whether orally, electronically or in physical form, Confidential Information. Each party agrees that during the term of this Agreement and thereafter: (a) it will use Confidential Information belonging to the Disclosing Party solely for the purpose(s) of this Agreement; and (b) it will not disclose Confidential Information belonging to the Disclosing Party to any third party (other than the Receiving Party's employees, contractors and/or professional advisors on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein) without first obtaining the Disclosing Party's written consent. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party. The Receiving Party will protect all Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature but with no less than reasonable care, consistent with industry accepted protections. Further, both parties shall limit the number of personnel, subcontractors and agents who will have access to Confidential Information to the extent access is necessary and appropriate to the work function of individual personnel, subcontractors and agents.
- 9.2. **Required Disclosures.** These confidentiality obligations will not restrict any disclosure required by order of a court or any government agency, provided that the Receiving Party gives prompt notice to the Disclosing Party of any such order and reasonably cooperates with the Disclosing Party at the Disclosing Party's request and expense to resist such order or to obtain a protective order.
- 9.3. **Unauthorized Use or Disclosure.** If the Receiving Party becomes aware of any unauthorized use or disclosure of the Confidential Information of the Disclosing Party, the Receiving Party shall promptly and fully notify the Disclosing Party of all facts known to it concerning such unauthorized use or disclosure.
- 9.4. **Management Uses.** CORHIO may reasonably request information, including Confidential Information, from Participant for purposes of HIE System administration, operations, testing, problem identification, problem resolution, management of the health information exchange, and otherwise as may be necessary and appropriate to carry out its obligations under Applicable Law.
- 9.5. **Injunctive Relief.** The parties acknowledge and agree that the disclosure of Confidential



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

10. DATA

- 10.1. Data Rights.** Without limiting any obligation or requirement imposed by the Business Associate Agreement between the Parties and incorporated by reference herein and consistent with all Applicable Laws, neither party will use the Data except as expressly provided by the terms of this Agreement and solely to the extent that those terms are in compliance with Applicable Law. Neither Party makes any representation as to the rights held by such party, nor provides any individual with any rights, in any Data other than as permitted by this Agreement and Applicable Law and CORHIO Policies. As between Participant and CORHIO, Participant shall at all times remain the exclusive owner of Participant Data. In no event shall CORHIO claim any ownership rights with respect to Participant Data, and CORHIO shall not take any action with respect to such Participant Data that is inconsistent with this Agreement. If applicable, once Participant Data is exchanged through the HIE System subject to the terms of this Agreement, such Data may not continue as Participant's sole property.
- 10.2. Data Liabilities and Obligations.** To the extent that the Services, as outlined in applicable SOWs, includes exchange of Data through the HIE System, the Parties acknowledge that the Data (including all Participant Data) is made available through the HIE by CORHIO on behalf of Participant and the other Participants and Authorized Users of the HIE System for Permitted Uses, and CORHIO does not have any obligation to monitor or review the content of the Data for accuracy or completeness before making the Data available through the HIE System.
- 10.3. Offshoring.** CORHIO will ensure that it and its employees, subcontractors, and third party vendors will not transmit Data outside the jurisdiction of the United States of America or its territories. This section will not prohibit CORHIO from releasing Data that is de-identified in accordance with 45 C.F.R. § 164.514(b) to employees or contractors outside the United States, for purposes of software development and testing on behalf of CORHIO. This section does not prohibit Participant from allowing its Authorized Users to access the HIE System for a Permitted Use while outside the United States.

11. LICENSE.

- 11.1. License Grant.** CORHIO represents and warrants that it has obtained all necessary licenses and/or approvals to make available the Services and the HIE System to Participant under the terms and conditions of this Agreement. Before making software provided by third parties ("Third Party Software") available to Participant, CORHIO will obtain the right and ability to permit CORHIO and Participant to use the Third Party Software. During the Term, CORHIO grants Participant a royalty-free, nonexclusive, nontransferable, non-assignable, non-sublicensable and limited right to use the Services and HIE System, including any Third Party Software furnished by CORHIO, in accordance with the terms of this Agreement. Such access and use are subject to Participant's compliance with the terms and conditions set forth in this Agreement and with CORHIO's Policies.
- 11.2. No Sublicensing.** Participant shall not sublicense, export, rent, lease, grant a security interest in, or otherwise transfer rights related to the HIE System or any component of the Services, without advance written permission from CORHIO.
- 11.3. No Transfer or Modification.** Except as permitted under this Agreement, Participant will not sell, rent, sublicense or otherwise share its right to use the Services or the HIE System. Participant will not modify, reverse engineer, decompile, disassemble or otherwise attempt to learn the source



code, structure or ideas upon which such software is based.

12. WARRANTIES AND DISCLAIMERS.

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

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

12.3. Disclaimers.

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

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

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

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

12.5. Inaccurate Data. Without limiting any other provision of this Agreement, CORHIO and its vendors shall have no responsibility for or liability related to the accuracy, content, currency,



completeness, content, or delivery of any Data either provided by a Data Provider or used by a Data Recipient pursuant to this Agreement, except to the extent that the content of such Data is distorted or corrupted as a direct result of the negligent acts or omissions or willful misconduct of CORHIO.

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

13. LIMITATION OF LIABILITY.

13.1. IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY IN THIS AGREEMENT: (1) NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND WHETHER OR NOT SUCH PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFITS, LOST DATA OR INFORMATION, COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES, OR INJURY TO REPUTATION, OR CLAIMS ARISING FROM ANY DELAY, OMISSIONS OR ERROR IN THE HIE, PROVISION OR RECEIPT OF DATA; AND (2) EACH PARTY'S TOTAL CUMULATIVE LIABILITY FOR ANY INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES RELATED TO THIS AGREEMENT WILL NOT EXCEED THE SUM PAID ON BEHALF OF, OR TO THE LIABLE PARTY, BY ITS INSURERS IN SETTLEMENT OR SATISFACTION OF A CLAIM OR, IF NO SUCH INSURANCE COVERAGE IS PROVIDED WITH RESPECT TO A CLAIM, THE AMOUNTS ACTUALLY PAID TO CORHIO BY PARTICIPANT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO ANY SUCH LIABILITY. THE FOREGOING LIMITATIONS OF LIABILITY ARE INTENDED TO APPLY ONLY TO THE PARTIES TO THIS AGREEMENT AND EACH PARTY EXPRESSLY RETAINS ALL RIGHTS AND REMEDIES IT MAY HAVE UNDER THIS AGREEMENT OR UNDER APPLICABLE LAW WITH RESPECT TO ANY THIRD PARTY.

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

14. INSURANCE. CORHIO and Participant will each purchase and maintain commercial general liability insurance, professional liability / Errors & Omissions Liability (including cyber liability) insurance coverage and such professional and general liability insurance coverage as that party deems



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

15. INDEMNIFICATION.

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

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

15.3. INTELLECTUAL PROPERTY INFRINGEMENT.

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

15.3.2. CORHIO’s obligation under this Section 15.3 (“IP Infringement”) will not extend to any IP Infringement Claim based on or arising from any: (i) use of the HIE System or Service employing hardware, software, systems, or any other configuration not authorized by CORHIO; (ii) use of the HIE System or other Services not in accordance with the terms of this Agreement or Applicable Law or Policy; or (iii) impermissible



modification of the CORHIO HIE System or Services not sanctioned or approved by CORHIO. CORHIO will have no liability for an IP Infringement Claim if Participant fails to: (1) notify CORHIO in writing of the IP Infringement Claim promptly upon learning of it or otherwise receiving notice; (2) provide CORHIO with reasonable assistance requested by CORHIO for the defense or settlement (as applicable) of the IP Infringement Claim; (3) provide CORHIO with the exclusive right to control and the authority to settle the IP Infringement Claim (Participant may participate in the matter at its own expense); or (4) refrain from making admissions about the IP Infringement Claim without CORHIO's prior written consent.

15.3.3. THIS SECTION 19.3 ("IP INFRINGEMENT") STATES CORHIO'S ENTIRE LIABILITY FOR IP INFRINGEMENT RELATING TO THIS AGREEMENT, OR THE SERVICES PROVIDED TO PARTICIPANT.

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

17. TERM, TERMINATION, AND SUSPENSION OF SERVICES.

17.1. Term. This Agreement shall begin on the Effective Date and shall continue for an initial term of one (1) year (the "Initial Term"). This Agreement will automatically renew after the Initial Term for successive one (1) year terms, unless earlier terminated as set forth below.

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

- 17.2.1.** If either Party materially breaches any provision of this Agreement and fails to cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement with written notice;
- 17.2.2.** Either Party may terminate this Agreement for any reason or no reason upon sixty (60) days prior written notice to the other Party;
- 17.2.3.** As described in Section 3 (Fees), Section 4 (CORHIO Policies), Sections 5 (CORHIO Obligations), and Section 18 (Assignment and Change in Control).
- 17.2.4.** If either Party determines that its continued participation in this Agreement would cause it to violate any Applicable Law or would place it at material risk of suffering any sanction, penalty, or liability, then that Party may terminate this Agreement immediately upon written notice to the other Party.
- 17.2.5.** CORHIO may terminate an SOW concurrently with the termination or suspension of any agreement with its subcontractors or third-party vendors that provide any essential component of the Services provided under that SOW, provided that CORHIO will promptly notify Participant and, upon request by Participant, will use commercially reasonable efforts to require the subcontractor or third-party vendor to cooperate with the migration of Data and applicable Services to an alternative vendor.

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



to resolve the issues leading to such suspension. Participant may direct CORHIO to suspend access for a Participant's Authorized User, and CORHIO will suspend such access promptly. CORHIO's suspension of Participant's or an Authorized User's access to the HIE shall not automatically toll any Fees due hereunder.

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

17.5. Effect of Termination.

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

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

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

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

19. QUALIFIED IMMUNITIES (IF APPLICABLE). This Section 19 is applicable only to Participants that are public sector entities, as described herein. The liability, if any, of Participant for damages, losses, or costs arising out of or related to acts performed by Participant pursuant to this Agreement, will be governed by the provisions of the Immunity Act and the Federal Tort Claims Act, 28 U.S.C. 2671 et



seq. as applicable, as now or hereafter amended, and no provision of this Agreement, will be deemed a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any applicable provisions of the Immunity Act or the Federal Tort Claims Act, as it pertains to certain public sector Participants. No Participant that is a “public entity” of the State of Colorado, as defined in Immunity Act at CRS § 24-10-103, will be obligated by this Agreement to indemnify, hold harmless, exonerate or defend, any other Participant or CORHIO for any claim or other liability, asserted or unasserted, pursuant to this Agreement.

- 20. DISPUTE RESOLUTION.** The Parties will attempt to resolve any Dispute according to the procedure set forth in this Section 20 (“Dispute Resolution”). Upon written notice of a Dispute from either Party, each Party will appoint a senior manager or executive who will meet for the purpose of resolving the Dispute. During the thirty (30) day period following such initial meeting (or such other period as the Parties may agree in writing), the designated representatives will meet as often as reasonably necessary to negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding. Notwithstanding any other provision of this Agreement, if a Dispute is not resolved by the Parties within ninety (90) days after the issuance of written notice under this provision, either Party may take any available action in law or in equity. Nothing in this provision will prevent a Party from seeking a restraining order, injunction or other equitable relief before commencing or during the foregoing informal Dispute Resolution processes. Each Party will bear its own costs and expenses, and an equal share of the administrative fees of the Dispute Resolution.

21. ADDITIONAL PROVISIONS

- 21.1. Auditing and Monitoring.** CORHIO will have the right, but not the obligation, to monitor and audit HIE System use by Participant and its Authorized Users, including to confirm compliance with this Agreement, CORHIO Policies, and Applicable Law. Unless prohibited by Applicable Law, Participant agrees to cooperate with CORHIO in these monitoring and auditing activities.
- 21.2. Access Logs.** Data Recipients will maintain records of access to and use of the HIE System in accordance with usual practices. CORHIO will maintain records of use of the HIE System in accordance with CORHIO Policies, provided that such Policies conform to Applicable Law and with recognized health care industry standards. Each Party will, upon request, provide the other with information from its access logs if reasonably required for the requesting Party to comply with Applicable Law. In addition, Participant will not unreasonably refuse to provide CORHIO with a copy of information from its access logs if CORHIO demonstrates a specific need for such information relating to the operation of the HIE System. CORHIO will provide Participant with information from its access logs in accordance with the requirements of the applicable Business Associate Agreement and CORHIO Policies. Information from access logs provided pursuant to this Agreement shall be treated as Confidential Information by the recipient subject to the provisions of this Agreement.
- 21.3. Legal and Regulatory Compliance.** All Services performed under this Agreement shall be in compliance with Applicable Law and CORHIO’s Policies, including but not limited to, those relating to the confidentiality, privacy, security, or other access or use of the HIE or any Data.
- 21.4. Antitrust Compliance.** Participant agrees not to use any information or Data available through the HIE System or to which it has access under this Agreement to evaluate or set its own prices for services or products or to otherwise act in violation of state or federal antitrust laws and regulations. Participant also agrees not to discuss prices for Services with other CORHIO Participants or to make any effort collectively with other Participants to establish prices in violation of law.
- 21.5. Entire Agreement.** This Agreement including its Attachments, Exhibits and any SOWs placed hereunder shall constitute the entire agreement between Participant and CORHIO relating to the matters specified in this Participant Agreement and supersedes all earlier representations or



agreements with respect to the same matters, including any other Participant Agreement previously executed between the parties. The terms and conditions of the Attachments, Exhibits and any SOW hereunder, are integral parts of this Agreement and are fully incorporated herein by this reference. No conflicting or supplemental pre-printed provisions on CORHIO and Participant forms (including without limitation shrink wrap terms, terms on purchase orders or invoices) shall be binding on the parties.

- 21.6. Amendment.** This Agreement may be amended from time to time as agreed upon by both Parties. Any amendment or modification to this Agreement or any duly executed SOW hereunder shall not be valid, enforceable, or binding on the Parties unless such amendment or modification (a) is a written instrument duly executed by the authorized representatives of both Parties; and (b) references this Agreement and any SOW, if applicable, and identifies the specific sections contained therein which are amended or modified. However, if an amendment of this Agreement is required for CORHIO to comply with Applicable Law or to ensure the secure and effective operation of the HIE System, CORHIO may implement the change within a time period that CORHIO determines to be reasonable under the circumstances, subject to Participant's termination rights contained herein. No oral modification or waiver of any of the provisions of this Participation Agreement is binding on either Party.
- 21.7. Governing Laws / Venue.** This Agreement will be governed by and interpreted in accordance with the Laws of the State of Colorado without regard to the conflict of law provisions. Any action or proceeding arising from or relating to this Agreement must be brought exclusively in a state or federal court in Denver, Colorado, and each party irrevocably submits to the exclusive jurisdiction and venue of such courts.
- 21.8. Use of Trademarks and Trade Names.** Nothing in this Agreement will be deemed to give either Party any right to use the other Party's trademarks, trade names, logos, and service marks without the other Party's prior written consent. Notwithstanding the foregoing, the Parties acknowledge and agree that CORHIO may identify Participant as participating in the HIE, including for the purposes of community planning, provider engagement, public notice of HIE participation, advisory committee activities, grant preparation or submission, and Participant may disclose its participation in the HIE.
- 21.9. Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining portions of the Agreement shall be construed as if not containing such provision, and all other rights and obligations of the Parties shall be construed and enforced accordingly.
- 21.10. Notices.** Except as otherwise specified herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, via electronic mail or facsimile transmission, or by United States mail, certified or registered, postage prepaid, return receipt requested, or otherwise actually delivered to the appropriate party as identified in the signature block below. Nothing in this Section will prevent the Parties from communicating via electronic mail, telephone, facsimile, or other forms of communication for the routine administration of the HIE System.
- 21.11. No Waiver.** No waiver or failure to exercise any option, right, or privilege under the terms of this Agreement on any occasion or occasions shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion.
- 21.12. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument. Facsimile signatures and signatures transmitted by email after having been scanned will be accepted as originals for the purposes of this Agreement.



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

Participant		CORHIO
Board of County Commissioners of Moffat County, State of Colorado		Colorado Regional Health Information Organization, a Contexture Organization
By:		By:
Print Name: Tony Bohrer		Print Name: Morgan Honea
Title:		Title:
Date:		Date:
Contact information for all Notices due under this Agreement:		
Primary Address	1198 W. Victory Way, Suite 104 Craig, CO 81625	2000 S Colorado Blvd Tower 1, Suite 12000 Denver, CO 80222
Primary Contact: (name & title)	Erin Miller Administrative Assistant	Name: Legal Department Title:
Phone:	970-824-5517	Phone:
Email:	emiller@moffatcounty.net	Email: Legal@contexture.org
EIN:		

ATTACHMENT 1

CORHIO Services List

Service	Description
PatientCare 360®	PatientCare 360® is a web-based longitudinal patient view portal that includes aggregated clinical and demographic data from disparate data sources such as hospitals and laboratories. The Community Health Record function of the portal provides credentialed Authorized Users with query-based access to a longitudinal view of a patient's health data as available in the HIE System.
Add-On Services for PatientCare 360®	<ul style="list-style-type: none"> • Single Sign-On (allows users to access the portal from within an EHR system) • Clinical Inbox / EMS Inbox (a function in PatientCare 360 allows hospitals to send a patient facesheet from an emergency department admission after an EMS agency has transported a patient to that location)
Results Delivery	CORHIO will implement and maintain HL7 interfaces from the HIE into the Participant EHR inclusive of the following data types (as selected by Participant and as available in the HIE System): <ul style="list-style-type: none"> • Laboratory Results • Admission, Discharge and Transfer (ADT) Information • Pathology Reports



	<ul style="list-style-type: none"> • Radiology Reports • Transcribed Reports
Notifications	<p>CORHIO's Notification services provide member / patient-based routing of results available in the HIE System to Participant via one of the following delivery methods: daily batch files to SFTP; HL7 feed; Application Programming Interface (API) feed. CORHIO offers Notifications services for the following data types:</p> <ul style="list-style-type: none"> • ADTs • General Labs • COVID-19 Labs • Diabetes • Cholesterol • Hepatitis • (Additional Notification Types are Being Developed)
Data Sender Services	<ul style="list-style-type: none"> • Data Sender – Hospital: CORHIO can help you deliver the following data to your community providers via HL7 feeds: laboratory, pathology and microbiology test results, radiology reports, hospital admission, transfer and discharge (ADT) summaries and transcriptions. • Data Sender – Lab / Imaging: Laboratories and Imaging Centers can send results to the CORHIO HIE for community providers to access, including radiology reports, laboratory results and links to imaging files. • Data Sender – Cross Community Architecture (XCA): For those organizations unable to send data to the HIE via HL7 feed, CORHIO can set up an XCA connection. • Data Sender – Patient Centered Data Home (PCDH): CORHIO works with other HIEs on PCDH alerts, which notify providers a care event has occurred outside of the patients' "home" HIE, and confirms the availability and the specific location of the clinical data. • Data Sender – Continuity of Care Documents (CCDs): CORHIO can ingest CCD/care summary documents for multiple purposes, such as for the Medicaid APM electronic Clinical Quality Measures initiative or to improve Participants' referral communications and care coordination efforts.
Patient History	<p>CORHIO's Patient History service matches Participant member lists / patient panels to a database of historical clinical data and returns data in the timeframe increment of your choice. Patient History data may include patient demographics, ADT data including admission type, sending facility, admission date/time, discharge diagnosis, and lab and radiology data, as available in the HIE. Patient History Data will be provided to Participant via one of the delivery methods offered by CORHIO.</p>
Consolidated Care Summaries	<p>The Consolidated Care Summaries service is designed to streamline clinical decision-making, reduce information redundancies, and improve care coordination by consolidating disparate data elements available in the CORHIO HIE into a single, comprehensive CCD based on a specific trigger type, such as Emergency Department admission. The Service allows providers to have a single view of all clinical information available in the HIE for a specific patient.</p>
Direct Messaging	<p>CORHIO offers HISP services and Direct Messaging addresses to qualified health care providers, regardless of whether they use an EHR. For providers with an EHR that is not capable of providing HISP services, CORHIO offers EHR-enabled HISP services. For providers without an EHR, CORHIO offers a standalone, Web-based software</p>



	application called Web Direct for sending and receiving Direct messages.
CIIS Reporting	CORHIO and CDPHE's Colorado Immunization Information System (CIIS) have developed an interface that allows medical practices to upload immunization data from their EHRs through the HIE System. Reporting immunizations to public health via CORHIO can also assist organizations in meeting quality reporting and incentive program requirements.
CIIS Query	CORHIO has enabled functionality that allows practices and health systems to query the CIIS Registry for patient vaccine history from within electronic health records, thereby eliminating the need for providers and their supporting staff to go out to the CIIS Portal directly to learn of the patient's vaccine history.
Public Health Reporting	In addition to immunization reporting, hospitals and practices participating in the CORHIO network can leverage the HIE System to send data to or receive data from state and county health departments, including for newborn screening reporting, cancer registry reporting, syndromic surveillance and electronic lab reporting.
Social Determinants of Health Platform	CORHIO has partnered with an organization that offers a case management and network care coordination software tool that enables Participants to refer patients to community-based organizations who can assist in the provision of care in the social services continuum.



CORHIO's Healthcare Quality Improvement Team Services

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



ATTACHMENT 2

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

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

1) Definitions

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



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



Mandated Flow-Down Provisions for Data Exchange through PCDH

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

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



ATTACHMENT 3
CORHIO POLICIES
(separate attachment)

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

ATTACHMENT 4
LABCORP AND QUEST DIAGNOSTICS PROVIDER AUTHORIZATION
FORMS

(See Separate attachment if applicable to Participant)

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



EXHIBIT A

Statement(s) of Work

(See Separate Attachment(s))



EXHIBIT B

Business Associate Agreement (separate attachment)



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into as of the date of execution by both parties (the “Effective Date”), by and among Board of County Commissioners of Moffat County, State of Colorado, acting as a Covered Entity (“Covered Entity”) and the Colorado Regional Health Information Organization, a Colorado nonprofit corporation on behalf of itself and its affiliate Contexture, with an address of 2000 S Colorado Blvd, Tower 1, Suite 12000, Denver, CO 80222, acting in the capacity as a Business Associate or Subcontractor Business Associate (“CORHIO” or “Business Associate”) (collectively referred to herein as the “Parties”). This Agreement supersedes any prior Business Associate Agreement between or among the Parties.

RECITALS

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

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

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

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

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

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

1. DEFINITIONS.

- A. “Applicable Law” means HIPAA, the HITECH Act, the HIPAA Rules, as may be amended from time to time, as well as applicable state law.
- B. “Breach” shall have the meaning given to such term at 45 C.F.R. § 164.402.
- C. “Discovery” shall mean the first day on which an Incident (as defined herein) is known to Business Associate (including any person that is an employee, officer, or Subcontractor of



Business Associate), or should reasonably have been known to Business Associate, to have occurred.

- D. "Incident" shall have the meaning provided under Section II.F.
- E. "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
- F. "Protected Health Information" or "PHI" shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. §160.103, limited to the information created, received, transmitted, or maintained by Business Associate on behalf of or for Covered Entity. For purposes of this Agreement, "Protected Health Information" or "PHI" shall collectively refer to Protected Health Information, Electronic Protected Health Information ("ePHI") as defined in 45 C.F.R. § 160.103, and "Personal Information" as defined below.
- G. "Personal Information" or "PI", also known as "Personally Identifiable Information," "Personal Data," and similar terms, shall have the meaning provided under state law. For purposes of this Agreement, Personal Information shall include any data elements that identify an individual or that could be used to identify an individual, including but not limited to an individual's first name or initial and last name in combination with one or more of the following data elements: social security number; driver's license or state issued identification number; credit or debit card number; medical information (such as an individual's condition, treatment, or payment information); financial information, such as checking account or other account number (either in combination with a required security code, access code, or password that would permit access to the account, or alone if the account does not require such an access code); or other identifying information, such as email addresses and usernames in combination with passwords or security questions, date of birth, mother's maiden name, digital signature, passport number, fingerprint or other biometric data, an insurance policy number, employment information, employment history, an employer, student, tribal, or military identification numbers.
- H. "Required by Law" means a mandate contained in law that compels Covered Entity or Business Associate to use or disclose PHI and that is enforceable in a court of law, including, but not limited to, court orders, court-ordered warrants and statutes and regulations.
- I. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- J. "Security Incident" shall have the meaning provided in 45 C.F.R. § 164.304.
- K. Terms used but not otherwise defined in this Agreement shall have the same meaning as given to those terms in the HIPAA Rules. A regulatory reference in this Agreement means the section as in effect or as amended, and for which compliance is required.

2. **BUSINESS ASSOCIATE'S OBLIGATIONS.**

A. **Permitted Use and Disclosure of PHI.**

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



Individual HIPAA authorizations and other consents in accordance with the HIPAA Rules and to use and disclose PHI as permitted by such authorizations and consents in compliance with CORHIO's policies.

2. Participant Agreement. Except as otherwise limited in this Agreement, CORHIO may use or disclose PHI for, or on behalf of, Covered Entity, in the operation of the HIE and in CORHIO's provision of services, including but not limited to the following functions, services and activities that are implicit in the Participant Agreement (even if not specifically stated):
 - a) Managing authorized requests for, and disclosures of, PHI amongst Participants in the health information exchange;
 - b) Creating and maintaining a master patient index;
 - c) Providing a record locator or patient matching service;
 - d) Standardizing data formats;
 - e) Implementing policies and other business rules to assist in the automation of data exchange;
 - f) Facilitating the identification and correction of errors in health information records;
 - g) Aggregating data on behalf of multiple Participants, including to create, update, modify, transmit, standardize, maintain, or disclose a Continuity of Care Document;
 - h) Developing new functionality of the health information exchange;
 - i) Responding to permissible requests from public health authorities including for public health activities and facilitating the exchange of information between participants and public health authorities (e.g., immunization information systems);
 - j) Any other use permitted or directed by the Participation Agreements; provided that such use or disclosure would not violate Applicable Law if done by the Covered Entity or another Participant.

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

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



Associate of any instance of which the recipient is aware in which the confidentiality of the PHI has been breached.

- D. Safeguards. CORHIO shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that Business Associate creates, receives, maintains, uses, discloses, or transmits on behalf of Covered Entity, in accordance with all applicable provisions of the HIPAA Rules. Business Associate shall comply with the requirements in 45 C.F.R. Part 164, subpart C. CORHIO shall Encrypt, or cause the Encryption of, all ePHI they transmit or store such that such ePHI will not comprise Unsecured PHI as such term is used under the HITECH Act and the Breach Notification Rule.
- E. Minimum Necessary. If applicable, CORHIO, and its agents and subcontractors, will make reasonable efforts to use, disclose, or request only the minimum necessary PHI to accomplish the intended purpose (as described in 45 C.F.R. § 164.502(b) and § 164.514(d)). The Parties understand and agree that the definition of “minimum necessary” is in flux, and CORHIO agrees to keep itself informed of guidance issued by the Secretary with respect to what constitutes “minimum necessary.”
- F. Incident Reporting: Business Associate shall report to Covered Entity any of the following without unreasonable delay after Discovery by Business Associate or any Subcontractor: (i) any acquisition, access, use or disclosure of PHI not provided for in this Agreement or the Participant Agreement; (ii) any Security Incident involving PHI; (iii) any Breach of Unsecured PHI (collectively, an “Incident”). Business Associate shall implement reasonable systems for the Discovery and prompt reporting of any Incidents and shall train Business Associate personnel regarding the requirements under this Agreement. Notwithstanding the foregoing, the Parties agree that this Agreement serves as notification, and that no further notification is required, of the ongoing existence of Unsuccessful Security Incidents, defined to include, without limitation, activity such as pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-in attempts, denial of service, and any combination of the above, so long as such activity does not result in unauthorized access, use, acquisition, or disclosure of PHI.
- G. Agents & Subcontractors. Business Associate shall ensure that any agent or subcontractor to whom it provides PHI agrees in writing to substantially the same restrictions and conditions that apply throughout this Agreement to Business Associate.
- H. Access to PHI. To the extent that Business Associate possesses an applicable Designated Record Set, CORHIO shall provide access to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual all in accordance with the requirements in 45 CFR §164.524, including providing or sending a copy to a designated third party and providing or sending a copy in electronic format. If an Individual requests access to PHI directly from Business Associate, Business Associate will forward such a request in writing to Covered Entity within a reasonable amount of time. Covered Entity will be responsible for making all determinations regarding the granting or denial of an Individual’s request, and Business Associate shall make no such determinations. If Business Associate maintains PHI in electronic form, Business Associate shall provide such information in electronic format to Covered Entity if requested.
- I. Amendment of PHI. Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Covered Entity, or a Participant acting through CORHIO,



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

- J. Documentation and Accounting of Disclosures. Business Associate shall document such disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Business Associate agrees to implement a process in the time and manner reasonably designated by Covered Entity that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors. In addition, Business Associate agrees that (i) within a reasonable amount of time of receipt of a notice from Covered Entity requesting an accounting of PHI disclosures, Business Associate shall provide Covered Entity with records of such disclosures containing information as outlined in 45 C.F.R. §164.528(b); (ii) within a reasonable amount of time of receipt of a request by an Individual to Business Associate or its agents or subcontractors for an accounting of disclosures of PHI, Business Associate shall forward to Covered Entity any such requests in writing. Covered Entity shall be responsible for providing an accounting of PHI disclosures to the Individual. Business Associate will not provide an accounting of its disclosures directly to the Individual.
- K. Government Access. Upon request, Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary to the extent required for determining Covered Entity's or Business Associates' compliance with the HIPAA Rules.
- L. State Law. Business Associate shall comply with applicable state law confidentiality, privacy, security, document retention, and breach notification requirements involving PI. Notwithstanding any provision to the contrary, the provisions of this Agreement shall apply equally with respect to PI as they do to PHI; provided, however, that to the extent that state law is more stringent than the HIPAA Rules or the terms of this Agreement, Business Associate agrees to comply with the requirement that provides more privacy and security protection to PI.

3. COVERED ENTITY'S OBLIGATIONS.

- A. Restrictions. Covered Entity shall notify Business Associate of any limitation(s) or restriction(s) that may affect Business Associate's use or disclosure of PHI, including: (i) any such limitation(s) or restriction(s) in Covered Entity's notice of privacy practices in accordance with 45 C.F.R. § 164.520; (ii) any changes in, or revocation of, permission by an Individual to use or disclose PHI; or (iii) any restriction on the use and disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522 or otherwise (collectively, "Restrictions").
- B. Notice of Restrictions. Covered Entity shall provide Business Associate with notice of Restrictions within a reasonable time period, which shall be no later than ten (10) calendar days prior to the effective date of the Restriction. Due to current legal, technical and administrative limitations, including but not limited to data segmentation



infeasibility, Covered Entity acknowledges that any such Restrictions may require Business Associate to opt out affected Individuals from participation in the HIE in order to accommodate the Restriction. Covered Entity agrees to assume all responsibility for any claim arising out of or relating to opt outs made in connection with implementing a Restriction.

- C. Compliance. Covered Entity represents, warrants and covenants that at all relevant times: (a) Covered Entity has not and will not improperly encourage or induce Individuals to make Restrictions; (b) Covered Entity's practices with respect to Restrictions will be implemented in a consistent and non-discriminatory manner; and (c) in the event Covered Entity terminates a Restriction, it will be done in accordance with 45 C.F.R. § 171.202(e).

4. TERM AND TERMINATION.

- A. Term. The term of this Agreement shall commence as of the Effective Date, and shall terminate at the time of the termination or expiration of the Participant Agreement, or earlier as provided herein.
- B. Termination for Cause.
1. Material Breach: If Covered Entity reasonably determines that Business Associate has materially breached this Agreement, Covered Entity may
 - a) provide Business Associate with thirty (30) days written notice of the alleged material breach and an opportunity to cure the breach. If CORHIO fails to cure the breach or end the violation within the specified timeframe, Covered Entity may terminate this Agreement and the Participant Agreement; or
 - b) immediately terminate this Agreement.
 2. Effect of Termination or Expiration. Within thirty (30) days after the expiration or termination for any reason of the Agreement, CORHIO shall return or destroy all applicable PHI, if feasible to do so, including all applicable PHI in possession of CORHIO's subcontractors. Notwithstanding the foregoing, Covered Entity understands that PHI provided to the HIE may be integrated into the medical record of Data Recipients that access the HIE, and into records maintained by CORHIO (including but not limited to back-up tapes), and it will not be feasible for CORHIO to return or destroy the PHI that has been thus integrated upon termination of the Participant Agreement. To the extent that CORHIO determines that returning or destroying the PHI is not feasible, CORHIO shall notify Covered Entity in writing of the reasons return or destruction is not feasible. If CORHIO does not return or destroy PHI upon termination, CORHIO shall extend the protections for this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as CORHIO maintains such PHI.

5. MISCELLANEOUS.

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



- B. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Parties to comply with Applicable Law.
- C. Choice of Law. This Agreement shall be governed by the laws of the state of Colorado without regard to conflict of laws principles thereof.
- D. Relationship to Agreements with Covered Entity. In the event that a provision of this Agreement is contrary to a provision of any other agreement between Business Associate and Covered Entity (including any inconsistencies in defined or capitalized terms), this Agreement shall control.
- E. Survival. Business Associate's obligations under Sections 2 and 4.B2 of this Agreement shall survive the termination of this Agreement.
- F. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- G. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and merges, integrates and supersedes all prior and contemporaneous agreements, addenda and understandings between the Parties, whether written (including within any Services Agreements) or oral, concerning its subject matter.

FOR PARTICIPANT: Board of County Commissioners of Moffat County, State of Colorado	FOR CORHIO: Colorado Regional Health Information Organization, a Contexture Organization
Signed:	Signed:
Name: Tony Bohrer	Name: Morgan Honea
Title:	Title:
Date:	Date:

Covered Entity and CORHIO have caused their duly authorized representatives to execute this Agreement.



Statement of Work
PatientCare 360™ Web-Based Portal Per Provider

This Statement of Work ("SOW") is a binding contract between the parties and is hereby made a part of, and incorporated by reference into, the Participant Agreement ("Agreement") by and between CORHIO, on behalf of itself and its affiliate Contexture, and the entity listed below ("Participant") and subject to all the terms and conditions contained therein. The SOW is effective upon execution by both parties ("SOW Effective Date"). It will supersede and control over any contradictory terms set forth in the Agreement with respect to the services set forth herein and will be deemed to have augmented and modified the rights and obligations of the parties under the Agreement to the extent necessary to give each provision of this SOW full force and effect. Following this SOW, all references to the term "Agreement" in the Agreement will include the terms and conditions of the Agreement and this SOW, for the term of this SOW, as herein defined.

Party:	PARTICIPANT
Name:	Moffat County Board of County Commissioners
DBA:	
Primary Address:	1198 W. Victory Way, Ste. 104
City, State and Zip:	Craig, CO 81625
Primary Contact:	Name: Erin Miller Phone: 970-824-5517 Email: emiller@moffatcounty.net

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

1. **DEFINITIONS.** The capitalized terms used in this Master SOW will have the definitions provided in this SOW or, if not provided in this SOW, in the Agreement.
 - a. **"Account"** means the mechanism through which access to the Services is provided by CORHIO to an individual Authorized User, utilizing a unique Account login. Each Account will be assigned to, and may only be utilized by, a single Authorized User.
 - b. **"Authorized User"** has the same meaning in the Agreement and means an employee or contractor of Participant or any Participant affiliate who is uniquely identified and credentialed with an Account to access the PatientCare 360 Services, pursuant to Participant's specific request to CORHIO.
 - c. **"Implementation"** means the installation and initial testing of the services described in this SOW.
 - d. A **"Provider"** includes any provider who falls into one or more of the following provider designations:
 - Doctor of Medicine (MD)
 - Doctor of Osteopathic Medicine (DOM)
 - Doctor of Podiatric Medicine (DPM)
 - Doctor of Dental Surgery (DDS)
 - Doctor of Optometry (OD)
 - Doctor of Psychology (PsyD)
 - Pharmacist (R Ph)



- Physician Assistant (PA)
- Nurse Practitioner (NP)
- Certified Nurse Midwife (CNM)
- Residents
- Certified Registered Nurse Anesthetist (CRNA)
- Other providers with prescribing rights

2. **COMPLIANCE WITH LAWS AND POLICIES.** This SOW and the rights and obligations of the parties hereunder are made subject to, and each party will at all times comply with, all applicable Laws and Policies.

3. **SERVICES.** Subject to the terms of this Agreement, CORHIO will use commercially reasonable efforts to provide the following services:

Table A: Summary of Service

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

Table B: Summary of CORHIO's Implementation Services

Service Requested	Description
Project & Implementation Management	CORHIO will assign a project manager to oversee Implementation planning, scheduling and execution. The project manager will be the first point of contact for Participant during Implementation. CORHIO Project Manager and Participant will jointly be responsible for managing the project schedule, risks, and issues.
Healthcare Quality Improvement Consulting	(Optional) For an additional hourly fee, CORHIO's Healthcare Quality Improvement team is available to provide consulting support services to Participant's staff to assist in integrating new CORHIO HIE Services into staff workflow.



Service Requested	Description
Authorized User Training	All Authorized Users identified on the Authorized User request form will receive credentials to online training modules from CORHIO that are available for 6 months.
Escalation Contact	CORHIO shall make available a point of contact for escalation of issues or concerns during the Implementation.
Ongoing Maintenance, Support Desk, & Monitoring Support	CORHIO will provide routine maintenance, support desk and system monitoring services for the Patient History product in accordance with the terms of the Agreement and CORHIO's then-current Service Levels.

4. **PARTICIPANT OBLIGATIONS.** In addition to the obligations set forth in the Agreement and subject to the terms and conditions thereto, Participant agrees to do the following in support of the Services described in this SOW:

a. Planning and Resource Coordination.

- i. Participant shall coordinate internal resources required for the implementation work to proceed. Participant acknowledges that implementation of the Services will require multiple meetings and that CORHIO can only proceed with participation from the Participant.
- ii. Participant agrees to provide a point of contact (POC) for outage information as well as a HIPAA Compliance or Privacy Officer. Participant agrees to notify CORHIO within fourteen (14) days of any changes to these roles.

b. Notice of Participation. Participant is responsible for updating and appropriately distributing their Notices of Privacy Practices to inform Patients of their participation in the HIE System in accordance with HIPAA and Applicable Law. Participant is responsible for providing Patients with notice of their right to Opt-Out of having their information compiled and shared in PatientCare 360 and must appoint an individual, or individuals, within the organization to manage the Patient Opt-Out process.

c. Authorized User Accounts for PatientCare360® Access.

- i. **Access.** Access to the HIE System and Services will be provided only to Authorized Users. Participant will provide all information requested by CORHIO, including a unique email address, in connection with the establishment of each Account, which may be used only by the Authorized User of the applicable Account. Participant is responsible for requiring all Authorized Users to meet the requirements of this SOW and applicable Policies and Laws for access to the HIE System and Services. Participant will ensure the security and confidentiality of each Account and the associated login credentials and will notify CORHIO immediately if any Account login credentials are lost, stolen, or otherwise compromised.
- ii. **User Authentication.** CORHIO provides access to the Services via secured methodology. Consistent with industry standards and best practices, CORHIO is incorporating multi-factor authentication for access to the Services by all Authorized Users that access PatientCare 360 through the web portal (n/a for those using single sign-on through Participant's EHR). Following Implementation and on a schedule that is mutually agreeable to CORHIO and Participant (in no case to exceed three (3) months), all Authorized Users of Participant that access PatientCare 360 through the web portal will be trained on and



required to install and utilize a software application that will be used to validate Authorized User identity.

- iii. **Training.** Each Authorized User will complete all training regarding the use of the HIE System and Data required by CORHIO, and Participant will certify that each Authorized User has completed all such training and signed the Appropriate Uses & Disclosures form, a sample of which has been provided as **Attachment 1**.
- iv. **Changes in Authorized User Status.** Participant is responsible for initiating, updating, removing or suspending access of its Authorized Users to the HIE System in compliance with applicable Laws and Policies and the Agreement. Participant shall notify the CORHIO Helpdesk immediately of any changes in the status of any Authorized User (or their ability to access the HIE System or Services) as set forth in the applicable Policies, including but not limited to employee departures or terminations.
- d. Participant is fully responsible for all fees, liabilities, and damages incurred through use of each Account (whether lawful or unlawful) and any activity completed through any Account will be deemed to have been completed by Participant.

5. FEES AND INVOICING.

- a. The following Fees are payable to CORHIO by Participant and will be added to other Fees due under the Agreement.
 - i. **PatientCare 360 Implementation Fee: \$500.00 (one-time fee)**
 - ii. (waived if the following box is checked)
 - ☐ Colorado State Program Funding applicable.
 - iii. **Subscription Fees:**

Number of Providers	PatientCare360 Quarterly Cost	PatientCare360 Annual	Billing Cycle
1	\$45.00	\$180.00	Annual
2	\$90.00	\$360.00	Annual
3	\$135.00	\$540.00	Annual
4	\$180.00	\$720.00	Annual
5	\$225.00	\$900.00	Annual
6	\$270.00	\$1,080.00	Annual
7	\$315.00	\$1,260.00	Annual
8	\$360.00	\$1,440.00	Annual
9	\$405.00	\$1,620.00	Annual
10-15	\$562.50	\$2,250.00	Quarterly
16-20	\$810.00	\$3,240.00	Quarterly
21-25	\$1,035.00	\$4,140.00	Quarterly
26-30	\$1,260.00	\$5,040.00	Quarterly
31-35	\$1,485.00	\$5,940.00	Quarterly
36-40	\$1,710.00	\$6,840.00	Quarterly
41-45	\$1,935.00	\$7,740.00	Quarterly
46-50	\$2,160.00	\$8,640.00	Quarterly
51-60	\$2,497.50	\$9,990.00	Quarterly



Number of Providers	PatientCare360 Quarterly Cost	PatientCare360 Annual	Billing Cycle
61-70	\$2,947.50	\$11,790.00	Quarterly
71-80	\$3,397.50	\$13,590.00	Quarterly
81-90	\$3,847.50	\$15,390.00	Quarterly
91-100	\$4,297.50	\$17,190.00	Quarterly
100 plus	\$4,500.00	\$18,000.00	Quarterly

This SOW covers 1 provider at a rate of \$15.00 per month for an annual cost of \$180.00. This SOW will be reviewed annually and fees will be modified based on the number of providers for the renewal term. CORHIO reserves the right to make a change to the fees during the Term in the event that Participant materially increases its number of Providers.

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

b. Invoicing.

- i. CORHIO will issue electronic invoices to Participant for the Services. Participant shall provide an email address to CORHIO for electronic invoicing and shall update CORHIO within 14 days of any change in email address. If Participant requests paper billing, Participant shall provide CORHIO with proper mailing address and contact information.
 - ii. Implementation Fees.
 1. Unless waived, CORHIO will invoice Participant 50% of the Implementation Fees within 30 days of the SOW Effective Date and the remaining 50% of the Implementation Fees within two weeks of Implementation of the Services or six months after SOW Effective Date (whichever is earlier). Payment is due within 30 days of receipt of invoices and is non-refundable.
 2. Use of Colorado State Program Funding to cover Implementation Fees is subject to availability. If the programs are discontinued or the funds are no longer available at the time that Participant seeks to set-up and implement the Services identified herein, then Participant shall be responsible for covering the one-time implementation Fees.
 - iii. Subscription Fees. User Fees for access to the HIE System will be billed starting the first day following access to the HIE System. Fees are calculated based on the number of Providers at the Participant's practice at the time of contract execution. The number of providers will be reviewed at least annually with the Participant and pricing will be adjusted upon that review.
- 6. DISCLAIMER.** CORHIO IS NOT RESPONSIBLE FOR ANY FAILURE TO COMPLETE OR TIMELY PERFORM THE SERVICES THAT IS SUBSTANTIALLY CAUSED BY THE PARTICIPANT'S FAILURE TO MEET THE EXPECTATIONS SET FORTH HEREIN, INCLUDING FAILURE TO ALLOT APPROPRIATE TIME AND RESOURCES FOR IMPLEMENTATION AND TESTING. CORHIO IS NOT RESPONSIBLE FOR ANY FAILURE BY PARTICIPANT TO FULFILL THE OBLIGATIONS SET FORTH HEREIN, INCLUDING RELATED TO ACCESS TO THE HIE SYSTEM AND SERVICES VIA ACCOUNTS ISSUED BY CORHIO OR BY AUTHORIZED USERS.



7. **TERM.** This SOW shall remain in effect consistent with terms of the Participant Agreement and may be extended or renewed in writing for subsequent one-year terms subject to the negotiation of applicable fees. The Services described in this SOW may be terminated as described in the Participant Agreement or upon 90 days' prior written notice to the other party.
8. This SOW may be executed in one or more counterparts, duplicate originals, or facsimile versions, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

By signatures of their duly authorized representatives, the Parties hereby agree to be bound by the terms of this SOW.

FOR PARTICIPANT:	FOR CORHIO:
Board of County Commissioners of Moffat County	Colorado Regional Health Information Organization, a Contexture Organization
Signed: _____	Signed: _____
Name: Tony Bohrer _____	Name: Morgan Honea _____
Title: _____	Title: _____
Date: _____	Date: _____



Attachment 1

Appropriate Uses & Disclosures

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

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

By: _____

Authorized User Signature

Rebecca Warren

Name (Print): _____

Title: _____

Organization: Moffat County Coroner's Office

Date: _____