

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

Tony Bohrer
District 1

Melody Villard
District 2

Donald Broom
District 3

Special Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, May 16, 2023

11:00 am

Sign contracts:

- **Department of Public Health:**
 - Agreement regarding Provision of Epidemiological and Emergency Preparedness and Response Services to Moffat County Department of Public Health
 - Local Public Health Association Workforce Grant Extension
- **Department of Human Services**
 - Purchase of Service contract w/APT Services & Consulting

Adjournment

The next scheduled BOCC meeting will be Tuesday, May 23, 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



10:55 AM 5/15/2023

AGREEMENT REGARDING PROVISION OF EPIDEMIOLOGICAL AND EMERGENCY PREPAREDNESS AND RESPONSE SERVICES TO MOFFAT COUNTY PUBLIC HEALTH

This agreement regarding provision of epidemiological and emergency preparedness and response services to Moffat County Public Health is entered into by and between Moffat County, Colorado, acting by and through its Board of County Commissioners ("BOCC"), acting as the Board of Health for Moffat County ("Board of Health"), and Mesa County Public Health.

RECITALS

A. On April 7, 2009, the BOCC adopted Moffat County Resolution No. 2009-35 establishing Moffat County Public Health ("Public Health Agency") and designating the members of the BOCC as the Board of Health in accordance with Colo. Rev. Stat. § 25-1-501, *et seq.*, as amended.

B. Subject to available appropriations, the Public Health Agency provides for the provision of services necessary to carry out applicable health laws and rules according to the specific needs and resources available within Moffat County as determined by the Board of Health pursuant to Colo. Rev. Stat. § 25-1-506(3)(a).

C. The BOCC desires to contract with Mesa County Public Health for the services of executing specified deliverables and providing assistance in the completion of other deliverables in the Public Health Emergency Preparedness (PHEP) cooperative agreement for which the Public Health Agency is under contract with the Colorado Department of Public Health and Environment. Mesa County Public Health is willing to extend this service to the Public Health Agency.

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the Parties agree as follows:

1. **Purpose:** The purpose of this Agreement is to secure the non-exclusive services of Mesa County Public Health's Disease Surveillance and Emergency Preparedness team to provide consultation services and complete portions of the PHEP contract.

2. **Term:** The term of this Agreement shall commence on July 1, 2023 and shall continue until it is revoked by the BOCC in its capacity as the Board of Health. Either Party may terminate this agreement at any time for any reason by providing thirty (30) day's written notice to the other.

All financial obligations of the BOCC, the Board of Health or the Public Health Agency under this agreement subsequent to the fiscal year in which it is signed are contingent upon funds for this purpose being budgeted, appropriated, and otherwise made available for this purpose by the BOCC. This agreement shall not be deemed to create any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever for purposes of Section 20(4)(b) of the Colorado Constitution.

3. Mesa County Disease Surveillance and Emergency Response Team Responsibilities: Throughout the term of this agreement, Mesa County Public Health agrees to assure that their Disease Surveillance and Emergency Response team:

- a. Maintains access to personnel who are trained to conduct routine disease investigations.
- b. Maintains current knowledge of the requirements of the PHEP contract and the process for documentation of completed deliverables.
- c. Adheres to the standards and principles of public health epidemiologists including but not limited to complying with HIPAA standards and CDPHE's guidelines for release of disease surveillance data.
- d. Notifies the Moffat County Public Health Director immediately if they become aware of any public health threats, including but not limited to threats due to spread of communicable disease.
- e. Reports and directs all media inquiries to the Moffat County Public Health Director.
- f. Refrains from representing to any third person or entity that he or she is authorized to enter into any contract for or on behalf of the Public Health Agency and shall not execute any contract for or on behalf of the Public Health Agency or attempt to bind said Public Health Agency to any obligations without the BOCC's specific and prior written consent.
- g. Shall collect influenza-like illness syndromic surveillance data to assess the potential for communicable disease events occurring within Moffat County from various sources to include a pilot project with Quality Health Network.

4. Services Provided By Disease Surveillance and Emergency Response Team: Mesa County Public Health agrees to assure that the Disease Surveillance and Emergency Response Team provides the following services to the Public Health Agency:

- i. Executes the following activities defined in the PHEP contract (which is attached here to and incorporated here in as part of this agreement):
- ii. Under Primary Activity #1, MCPH will complete the requirements for Sub-Activity #2 through Sub-Activity #6. These activities encompass the duties required to investigate communicable diseases and outbreaks that are reported in Moffat county.

- iii. Under Primary Activity #2, MCPH will complete the requirements for Sub-Activity #2 through Sub-Activity #2. These activities include collection, analysis, and presentation of disease surveillance data in Moffat county.
- b. Provide guidance and consultation on all other Primary activities and sub-activities not specified above.
- c. Complete the Deliverables 14- 22. These deliverables correspond to the above activities and primarily involve completing epidemiological work in accordance with CDPHE practice guidelines.
- d. Provide guidance and consultation on all other Deliverables not specified above.

5. Public Health Agency Responsibilities: Throughout the term of this agreement, the Public Health Agency:

- a. Shall communicate to Mesa County Public Health regarding any changes to personnel involved in communicable disease or emergency response work that would impact the ability of Mesa County Public Health to contact the Public Health Agency in the event of a public health emergency

6. Mesa County Public Health Fee: In consideration for the services rendered pursuant to this MOU, the Moffat County Public Health Agency shall pay Mesa County Public Health a total of \$21,000 per year, to be paid in quarterly installments of \$5,250, beginning on July 1, 2023. In addition, Mesa County Public Health will submit for reimbursement any direct expenses necessary for the Disease Surveillance and Emergency Response team to travel to Moffat County's offices, to be approved in advance by the Moffat County Public Health Director prior to travel. The annual fee paid to Mesa County Public Health will be evaluated in May of each year, and more frequently if needed, to determine whether it needs to be increased based on workload.

7. Insurance: The services performed by the Mesa County Public Disease Surveillance and Emergency Response team on behalf of the Moffat County Public Health Agency, shall be at all times covered by the Colorado Governmental Immunity Act, found at Colorado Revised Statutes, Title 24, Article 10, as specifically provided by C.R.S. §25-1-508(5)(d)(II).

8. Independent Contractor Relationship: The relationship of Mesa County Public Health to the BOCC, the Board of Health and/or the Public Health Agency shall be that of an independent contractor. Mesa County Public Health is not an employee of any of these Moffat County entities.

9. Medical Records: In preparing, reviewing, or providing any records under this Agreement, the Public Health Agency and Mesa County Public Health's Disease Surveillance and Emergency Response team shall comply with all applicable state and federal laws relating to the privacy and confidentiality of medical records, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

10. Compliance with Applicable Law: The Public Health Agency and Mesa County Public Health's Disease Surveillance and Emergency Response team shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in providing the services detailed in this agreement.

11. No Assignment or Amendment: The rights and obligations agreed to in this Agreement may not be subcontracted, assigned or delegated by any Party. This Agreement may not be modified, amended or otherwise altered, unless mutually agreed upon in a writing executed by Parties.

12. Governing Law: The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either the BOCC or Mesa County Public Health institute legal action for enforcement of any obligation contained herein, it is agreed that venue shall be in Moffat County, Colorado and that all rights concerning remedies shall survive the termination of this agreement.

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

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

To Moffat County:

Moffat County Board of Health
1198 W. Victory Way, Suite # 104
Craig, CO 81625

To:

Mesa County Public Health
Jeff Kuhr, PhD Executive Director
510 29 ½ Road
Grand Junction, CO 81504

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

16. Counterparts: This agreement may be executed in the counterparts, each of which shall be deemed an original. Facsimile signatures of, or on behalf of, the BOCC or Mesa County Public Health on this agreement and any modification hereto shall be effective for all purposes.

17. No Third-Party Beneficiaries: Nothing herein is deemed to give anyone not a party to this agreement any right of action against either the BOCC, Mesa County Public Health or the Mesa County Public Health Medical Officer.

MOFFAT COUNTY, COLORADO

By: _____

Tony Bohrer, Chair

Moffat County Board of County Commissioners

Moffat County Board of Health

ATTEST:

I, Erin Miller, (Deputy) County Clerk and Ex-officio to the Board of Commissioners, do hereby certify that the above and foregoing is a true and complete copy of the Agreement signed by the Moffat County Board of Health on the date stated.

WITNESS, my hand and the seal of said County this 16th day of May 2023.

By: _____

Erin Miller

MESA COUNTY PUBLIC HEALTH

DocuSigned by:

By: _____

Jeff Kuhr

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Jeff Kuhr, PhD, Executive Director

5/8/2023 | 15:10 MDT

STATEMENT OF WORK

1. Project Description:

This project serves to strengthen both the public health and environmental workforce throughout Colorado. COVID-19 has added to the workload of the public health and environmental workforce, including grants and contracts monitoring staff. COVID-19 is also coinciding with a difficult hiring environment for many public health roles. Moreover, COVID-19 is affecting the employees' retention system across LPHAs, causing a shortage of the skillful workforce needed to provide core healthcare services to all Coloradans. The Colorado Department of Public Health and Environment's (CDPHE) Office of Public Health Practice, Planning, and Local Partnerships (OPHP) will work with all Local Public Health Agencies (LPHAs) and tribes to support public health workers in the public health system.

CDPHE will support LPHAs with additional resources to address the increased labor market competition, increased workload demands, and will monitor that public health and environmental staff have the proper knowledge and training. Local Public Health Agencies shall hire staff, and implement a new employees retention system through professional development training and cross-training.

2. Definitions:

1. CDC: Centers for Disease Control and Prevention
2. OPHP: Office of Public Health Practice, Planning, and Local Partnerships
3. CDPHE: Colorado Department of Public Health and Environment

3. Work Plan:

Goal #1: Support public health throughout Colorado by creating a strong workforce, promoting collaborations, and planning.	
Objective #1: No later than June 30, 2024, support a staff capacity-building plan to respond to immediate and future impacts resulting from the COVID-19 pandemic.	
Primary Activity #1	1. The Contractor shall create a staff capacity-building plan
Primary Activity #2	2. The Contractor shall create a final project budget.
Primary Activity #3	3. The Contractor shall provide training to staff to improve: a) public health knowledge, and b) staff retention.
Primary Activity #4	1. The Contractor shall track the spend down of the Workforce award. 2.
Sub-Activities #4	1. The Contractor shall update Workforce award budgets to show the spend down progress. 2. The Contractor shall attend a midpoint budget check-in meeting.
Primary Activity #5	1. The Contractor shall create reports.
Sub-Activities #5	1. The Contractor shall create periodic progress reports until funds are spent entirely. 2. The Contractor shall create a final report once funds are spent entirely.

<p>Standards and Requirements</p>	<ol style="list-style-type: none"> 1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the Contract term. 2. The Contractor shall comply with the requirements stated in the COVID-19 Public Health Workforce Supplemental Funding Guidance. This document is incorporated and made part of this contract by reference and is available on the following website: https://www.cdc.gov/cpr/readiness/00_docs/CDC_Crisis_Response_COVID_19_Funding_PH_Workforce_Guidance_May_2021.pdf 3. The Contractor shall comply with allowability of expenditures as listed in the CDPHE OPHP CDC Workforces Allowability Roadmap; Allowable costs for funding source can be found on the following website: https://cdphe-lpha.colorado.gov/workforce-funding-wf 4. The Contractor shall participate in CDPHE led post award meeting(s). 5. CDPHE will schedule the midpoint budget check in meeting the Contractor within 45 days of PO execution.. 6. The Contractor shall comply with all funding requirements related to expenses's allowability, including subcontractors. 7. The Contractor shall develop a project budget that is paced throughout the full term of the Contract. 8. The Contractor shall communicate any projected budget changes to the CDPHE contract monitor that may result in unobligated funds within 30 days of acknowledgment of changes or by the designated deliverables at the midpoint of contract expiration. Projected budget changes could be staff changes, changes in county support, etc. 9. The Contractor shall use the CDPHE form for the staff capacity-building plan outlining the strategy to implement to address the public health and environmental workforce shortage. The staff capacity-building plan shall : <ol style="list-style-type: none"> a. provide a description of all public health and environmental positions under consideration for hiring process b. identify a list of professional development training and cross-training to improve staff public health knowledge c. include a description of employees' retention program to implement to reduce the risk of workforce shortage. d. describe how the agency addresses health equity in hiring practices and training workforce that represents communities served. 10. The Contractor shall use the CDPHE budget template for the final project budget. 11. The Contractor shall use CDPHE mid-year and final progress reports forms. 12. CDPHE will electronically provide the Contractor, within ten (10) days from the contract execution, with : <ol style="list-style-type: none"> a. a staffing Capacity Building Plan form b. a project final budget template 13. CDPHE will electronically provide the Contractor, within thirty (30) days from contract execution, with a mid-year progress report and a final progress report form. 14. CDPHE will compile data that has been provided by the Contractor to other CDPHE programs to verify services provided.
<p>Expected Results of Activity(s)</p>	<ol style="list-style-type: none"> 1. Increase public health workforce within initiatives related to staffing capacity. 2. Maintain public health workforce.
<p>Measurement of Expected Results</p>	<ol style="list-style-type: none"> 1. Completed Staffing Capacity Building Plan 2. Number of: <ol style="list-style-type: none"> a. Full Time Equivalents (FTE) hired, and/or b. Full Time Equivalents (FTE)trained, and/or c. Full Time Equivalents (FTE)receiving retention efforts, and/or d. Interns hired.
	<p>Completion Date</p>

Deliverables	1. The Contractor shall submit a staff capacity-building plan, via email, to CDPHE.	No later than 30 days after original Contract execution
	2. The Contractor shall submit the final project budget template to CDPHE electronically.	No later than 30 days after original Contract execution.
	3. The Contractor shall submit periodic progress reports electronically to CDPHE, until funds are spent down entirely.	November 30, 2022 June 15, 2023 November 30, 2023
	4. The Contractor shall submit a final progress report to CDPHE electronically.	Within 60 days of spending funds entirely or no later than June 15, 2024.

4. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Office of Public Health Practice, Planning, and Local Partnerships' Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, site visits, and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

5. Resolution of Non-Compliance:

The Contractor will be notified in writing within (7) calendar days of discovery of a compliance issue. Within (30) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

I. Attestation:

The Vendor agrees to perform services in accordance with the terms and conditions of the Purchase Order to include a Statement of Work and Budget.

Contractor Name (Print) and Title

Contractor Signature

Date

PURCHASE OF SERVICE CONTRACT

May 16, 2023 – December 31, 2023

THIS CONTRACT, made this 16th day of May, 2023, by and between the Board of County Commissioners of Moffat County on behalf of the **Moffat County Department of Human Services**, (hereinafter referred to as "County") and A.P.T. Services and Consulting, located at P.O. Box 4878, Grand Junction, CO 81502; jharris@aptservices.com; Phone: 970-424-8754 (hereinafter reflected to as "Contractor").

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

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

1. This contract will be effective from **May 16, 2023** until **December 31, 2023**, regardless the date of execution. This contract may be terminated by either party at any time according to the terms contained herein.

County agrees to purchase and Contractor agrees to furnish the Services described in 2 a, b, and c of the Scope of Work, to be billed at a rate of \$100.00 per hour for research, report writing, and the writing of an affidavit; and to furnish the Services described in 2 d to be billed at a rate of \$125.00 per hour for testifying in court, but not to exceed a total of **\$3,500.00** in compensation for all services combined. The monthly amount paid will be based on the monthly Invoice with noted activity. The Contractor agrees to supply an invoice no later than the 10th day following the month indicating that the services have been provided for the prior month, or within 90 days of service. Payments will be made by County. Under no circumstances shall the County pay any amount for compensation exceeding the above referenced total sum. Failure to provide invoices as required herein during the term of this Agreement shall relieve the COUNTY of payment for those respective services.

2. **SCOPE OF WORK:** The Contractor shall perform the Scope of Work:

- a. Research academic journals and other resources as needed regarding the impact of sexual abuse of a child in a family on another child or other children in the family.
- b. Provide report to the Moffat County Department of Human Services with expert opinion about the impact of sexual abuse of a child in a family on other children in that family.
- c. Prepare an affidavit addressing the allegation that a child in a family where a child has been sexually abused is not adversely affected by the sexual abuse of a sibling or step-sibling.
- d. Testify in Court about any and all aspects of the expert report as set forth above. (It is believed such testimony will be virtual.)

The amount to be expended pursuant to this Agreement shall not exceed Three Thousand Five Hundred Dollars and no/100 cents (**\$3,500.00**). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

3. Contractor shall perform its duties pursuant to this Contract as an independent contractor and

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

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

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

4. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of County under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of County's monies. Notwithstanding any termination, County shall remain liable for any amounts for prior services provided and not paid so long as services are set forth in the Scope of Work and are billed in a timely manner as described in Paragraph 6.
5. County agrees:
 - A. To monitor the provision of contracted services.
 - B. To pay Contractor after timely receipt of billing statements for services rendered satisfactorily and in accordance with this Contract. Due to Moffat County payroll restrictions, payment can only be made for services rendered and billed within the current month or two months prior.
6. Contractor **agrees:**
 - A. Not to assign any provision of this Contract to a subcontractor.
 - B. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political belief, national origin, or handicap.

- C. To submit a billing statement by the 10th working day of the month following provision of service. Contractor acknowledges that billing statements must be received within two months of the provision of service and understands that failure to submit a billing statement in a timely manner will result in forfeiture of payment for services rendered.
- D. To safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Human Services, and laws of the United States and State of Colorado.
- E. To provide any duly authorized representative of the County or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
7. TERMINATION: Either party may terminate this Contract for any reason by providing thirty (30) days prior notification in writing.
- | | |
|--|---|
| Moffat County Board of County
Commissioners
1198 West Victory Way, Ste. 104
Craig, CO 81625 | A.P.T. Services and Consulting
Jennifer Harris
P.O. Box 4878
Grand Junction, CO 81502
jharris@aptservices.com
Phone: 970-424-8754 |
|--|---|
8. Each person signing this Contract represents and warrants that he/she is fully authorized to enter into and execute this Contract and to bind the party represented to the provisions of this Contract.
9. SEVERABILITY: The parties hereto agree that each term and condition contained herein is severable. In the event that any term or condition is determined to be illegal or unenforceable, it shall not affect the enforceability of the remaining terms of this Agreement.
10. MODIFICATIONS AND AMENDMENT:
- A. *Modifications by Operation of Law*. This Agreement is subject to such modifications as may be required by changes in federal or state law or regulations. Any such required modification shall be discussed by the parties prior to being incorporated into and being part of this Agreement.
- B. *Other Modifications*. If either COUNTY or the Contractor desire to modify the terms of this Agreement other than set forth in Subparagraphs (A) and (B) above, written notice of the proposed modification shall be given to the other parties in an amendment to this Agreement properly executed and approved in accordance with applicable law.
11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT: The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and federal law and regulations governing the privacy of certain health information.
12. LEGAL VENUE: The terms and conditions of this Contract shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Colorado. If any legal action is necessary to enforce the terms and conditions of this Contract, the parties agree that the jurisdiction

and venue for bringing such action shall be in the appropriate court in Moffat County, Colorado.

13. CONFIDENTIALITY: The Contractor shall safeguard information and confidentiality of cases referred by COUNTY to the Contractor.
14. FACSIMILE and EMAIL: A facsimile or email copy of this Agreement and any signatures thereon will be considered for all purposes as originals.

MOFFAT COUNTY DEPARTMENT
OF HUMAN SERVICES

Kristin Grajeda, Director

Date

MOFFAT COUNTY BOARD
OF COUNTY COMMISSIONERS

Tony Bohrer, Chairperson

Date

CONTRACTOR

Jennifer Harris, Authorized Representative
A.P.T. Services and Consulting

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and affirmed to before me this _____ day of May, 2023, by Jennifer Harris, Independent Contractor.

Witness my hand and seal.

Notary Public