### 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, June 11, 2024

8:30 am Pledge of Allegiance

Call to order by the Chairman

Approval of the agenda

# Consent Agenda -

Review & Sign the following documents:

# Minutes:

- a) May 28 (pgs 3-6)
- **Resolutions**:
  - b) 2024-61: Payroll (pg 7)
  - c) 2024-62: Voided Warrants (pg 8)
  - d) 2024-63: Accounts Payable (pg 9)
  - e) 2024-64: Voided Checks (pg 10)
  - f) 2024-65: Transfer of Intergovernment Funds (pg 11)

# Contracts & Reports:

- g) Treasurer's Report (pgs 12 & 13)
- h) Fair Entertainment contract: Eli Mosely (pgs 14-19)
- i) Emergency Mutual Aid & Assistance Agreement for Local CO Public Health Agencies (pgs 20-29)
- j) Local Planning & Maternal/Child Health contract for FY 24-25 (pgs 30-39)
- k) Collaborative Management Memo of Understanding (pgs 40-107)

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:

# 8:45 am Public Hearing:

1) Planning & Zoning – Candace Miller - Ortega Re-Subdivision S-24-01 (pgs 108-111)



# Staff Reports:

## 2) Office of Development Services – Neil Binder

- Bid recommendation: Public Safety Center fencing (pg 112)

Moffat County's YouTube link to view meeting:

https://youtube.com/live/QHfBXouKGs8?feature=share

OR

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

Adjournment

The next scheduled BOCC meeting will be Tuesday, June 25, 2024 - 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



1:42 PM6/10/2024

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

# May 28, 2024

In attendance: Tony Bohrer, Chair; Melody Villard, Vice-Chair; Donald Broom, Board Member; Erin Miller, Deputy Clerk & Recorder; Neil Binder; Angie Boss; Jim Howell; Rebecca Tyree; Bill Baker; Jeff Comstock; Tracy Winder; Tom Kleinschnitz; Stacy Morgan; John Husband

## 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) May 14

## **Resolutions**:

- b) 2024-56: Payroll
- c) 2024-57: Transfer of Intergovernment Funds for May
- d) 2024-58: P-Cards
- e) 2024-59: Voided Warrants for May
- f) 2024-60: A/P

# Contracts & Reports:

- g) Ratify Department of Public Health Gun Safety Grant application
- h) Intergovernmental Agreement: Sheriff's Office/CO State Patrol Dispatch Services
- i) Fair Entertainment contract: Infunity Events
- j) Craig-Moffat Airport Cultural Resource Survey contract w/Metcalf Archeology Consultants
- k) Department of Public Health Core Immunization contract with Colorado Department of Public Health & Environment
- 1) Department of Public Health Emergency Preparedness and Response contract w/Colorado Department of Public Health & Environment
- m) Right of Way renewals:
  - County Road 182
  - County Road 57
  - BLM Road to Villard Gravel Pit

Bohrer made a motion to approve the consent agenda items A-M. 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:

There was no Public Comment

Commissioner Bohrer commented on the Memorial Day/Veteran's Service.

### Moffat County Tourism Association - Tom Kleinschnitz

Honor service of former board member

Kleinschnitz came before the Board of County Commissioners to honor the 15 years of service on the Tourism Association Board by Tammie Thompson-Booker. He complimented her as someone that was not only knowledgeable and passionate about this community, but as a critical thinker, that always had her own opinion and never one to be subject to "group think". She also served three years on the governor appointed State Tourism Board. MCTA had a personalized eagle statue to present to Booker (who was not present). Kleinschnitz commented that the seat that Booker left was still open and that they are trying to find someone from the local lodging industry to fill it.

# Staff Report:

### Office of Development Services - Neil Binder

- Bid recommendation: Tractor & Mini Excavator for Moffat County Parks Department (see attached)

Binder explained that originally, this bid was just going to be for a tractor, but in doing research, it was discovered that for the budget of \$60,000, they should be able to also get a mini excavator. One reason this worked out so well is due to the high trade-in value on the department's old tractor, which helps us come in \$10,000 under budget.

Six bids were received, two from local vendors. Lowest bid for the tractor was received from US Tractor of Craig for \$55,571.22, with a trade-in on the old tractor of \$40,071.22, making the final price \$15,500.

Low bid on the mini excavator was received from Severson Bobcat of Craig for \$51,784.42.

There was some discussion about the efficiency of having a mini excavator vs a tractor with a backhoe attachment.

Broom moved to approve the bid recommendation for the purchase of a mini excavator from Severson Bobcat of Craig for \$51,784.42. Villard seconded the motion. Motion carried 3-0.

Broom moved to approve the bid recommendation for the purchase of a tractor from US Tractor of Craig for \$55,571.22. Villard seconded the motion. Motion carried 3-0.

# 8:45 am Public Hearing:

## Clerk & Recorder's Office – Stacy Morgan

- Special Events Permit: Craig Chamber of Commerce – Whittle the Wood Beer Garden

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

The Chamber of Commerce is applying for a Special Event Liquor License for a beer garden during the Whittle the Wood Rendezvous June 21<sup>st</sup> & 22<sup>nd</sup>, in Loudy-Simpson Park.

Notice for the Special Events Liquor License was posted at least 10 days prior to this hearing, per C.R.S. 44-5-106.

There was no testimony or comments.

Bohrer closed the Public Hearing.

In regular session, Broom moved to approve the Special Event Liquor License for the Craig Chamber of Commerce for the Whittle the Wood Rendezvous. Villard seconded the motion. Motion carried 3-0.

# Staff Report:

## County Attorney - Rebecca Tyree

- Request Waiving Bid Process for an Independent Contractor to Provide Professional Services as Special County Attorney
- Pending receipt of proposal and agreement by all parties, authorizing one commissioner to sign

Due to having an open spot in the Assistant County Attorney position and quite a bit of work in the County Attorney's office, they have been forced to implement a bid process for an Independent Contractor to take on the Department of Human Services caseload. As of last Thursday, a highly qualified individual, who is a Certified Child Welfare Law Specialist, has expressed an interest in and submitted a bid for the Special County Attorney position.

Tyree is requesting waiving the bid process because, according to County policy, a bid cannot be responded to until 10 days after it has been posted twice, and even though today marks nine days and it appears to have only one applicant, the BCC will not meet again until June 11<sup>th</sup> and the Attorney's Office and Department of Human Services would like to begin negotiations as soon as possible with this individual.

Villard moved to waive the bid process for an Independent Contractor to Provide Professional Services as Special County Attorney and if the proposal is approved by all parties, authorizing one commissioner to sign. Broom seconded the motion. Motion carried 3-0.

Meeting adjourned at 8:57 am

The next scheduled BOCC meeting is Tuesday, June 11, 2024

Submitted by:		
Erin Miller, De	puty Clerk and Recorder	
Approved by:		
Approved on:		-
Attest by:		_

	RESOLUTION 2024-61 INT OF PAYROLL WAR	PANTS	
		And the second	
 F	Payroll Ending 5/25/2024		
 WHEREAS, The Board of	Commissioners of Moffa	at County, Colorado,	
have approved the payment of			5
county funds:			
		-f id dabte and ablig	4:
 AND WHEREAS, the war have been issued against the			tions
 have been issued against the	wonat County warrant		
 NOW THEREFORE, BE I	T RESOLVED that the M	Ioffat County Treasurer	be and
he is hereby authorized to tra	nsfer money among the	various funds as follows	s:
 Pay	Date 6/7/2024		
 FROM FUND:			
 General	0010.7000	\$255,217.87	cr
		· · · · · · · · · · · · · · · · · · ·	
 Road & Bridge	0020.7000	\$159,971.52	cr
 Landfill	0070.7000	\$15,153.28	cr
 Airport	0120.7000	\$726.96	cr
 Allport	0120.7000	<i><i><i>ψ1</i>20.00</i></i>	
Library	0130.7001	\$11,091.33	cr
 Maybell WWTF	0280.7000	\$0.00	cr
	0080 7000	\$0.00	or
Health & Welfare	0080.7000	φ0.00	CI
 Senior Citizens	0170.7000	\$6,558.43	cr
Mo Co Tourism	0320.7000	\$3,184.17	cr
	0070 7000	¢c2 000 21	0.5
 PSC Jail	0072.7000	\$62,090.31	CI
 Human Services	0030.7100	\$65,610.04	cr
Public Health	0065.7000	\$12,986.82	cr
		A 4 99 4 49	
SMI	0168.7000	\$4,224.10	cr
SM II	0169.7000	\$4,854.44	cr
	0100.1000	¢ 1,001.11	
TO FUND:			
Warrant	0100.1000	\$601,669.27	dr
 Adopted this 11th day of June	e A.D. 2024		
	-,		
	Chairman		
 	Chairman		
STATE OF COLORADO	)		
	)ss.		
 COUNTY OF MOFFAT	)		
	Clerk and Ex-officio Clerk		

#### RESOLUTION 2024-63 TRANSFER OF PAYMENT OF WARRANTS FOR THE MONTH OF JUNE 2024

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

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

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

	Check Date:	6/11/2024		
FROM FUND:				
General	110_	\$206,047.56	CR	0010.7000
Road & Bridge	200	\$320,007.82	CR	0020.7000
Landfill	240	\$14,195.19	CR	0070.7000
Airport	260	\$521.16	CR	0120.7000
Emergency 911	270	\$25,913.26	CR	0350.7000
Capital Projects	510	\$23,173.12	CR	0160.7000
Conservation Trust	211	\$98.69	CR	0060.7000
Library	212	\$1,743.78	CR	0130.7001
Maybell Sanitation	610_	\$721.04	CR	0280.7000
Health & Welfare	720	\$181,750.68	CR	0080.7000
Senior Citizens	215	\$1,097.82	CR	0170.7000
Internal Service Fund	710	\$577.31	CR	0325.7000
Lease Purchase Fund	410		CR	0175.7000
NCT Telecom	520		CR	0166.7000
Mo Co Tourism Assoc	219	\$741.33	CR	0320.7000
PSC - JAIL	210	\$4,257.13	CR	0072.7000
Human Sevices	220	\$5,174.52	CR	0030.7100
Public Health	250	\$1,745.24	CR	0065.7000
Sunset Meadows I	910	\$4,499.40	CR	0168.7000
Sunset Meadows I Security	910		CR	0167.7000
Sunset Meadows II	920	\$12,938.76	CR	0169.7000
Sunset Meadows II Security	920		CR	0171.7000
Museum	229		CR	0310.7000
ACET	275	\$1,890.00	CR	0040.7000
Shadow Mountain LID	530		CR	0110.7000
MC Local Marketing District	231	\$14,000.00	CR	0050.7000
To Fund Warrant		\$821,093.81	DR	

Adopted this 11th day of June, 2024

		RESOLUTION			
			RESOLUTION	 	
	FO	R THE MONT	H OF JUNE		
WHEREAS, The Boa	ard of Commission	ers of Moffat C	County, Colorado,	 	
nave approved the payn	nent of various del	ots and obligat	ions from the various		
county funds:					
ave been issued again	e warrants issued i	n payment of s	aid debts and obligations	 	
lave been issued again	St the Monat Cour	ity wananti u	nd.	 	
NOW THEREFORE,	<b>BE IT RESOLVED</b>	D that the Moff	at County Treasurer be and		
ne is hereby authorized	to transfer money	among the var	ious funds as follows:		
			6.11.24	 	
O: WARRANT FUND		10-0000-2003	3	\$ 157.35	dr
VOID FUND	WARRANT #	10 0000 200	VENDOR NAME		
GENERAL	438531	5.28.24	Abigail Shriver	\$ 157.35	
			Duplicate	 	
ROM: WARRANT FUN	ND	10-0000-100	1	\$ 157.35	
dented this data day	6 June 2004			 	
dopted this 11th day of	i June, 2024			 	
		1			
	Chairman				
STATE OF COLORADO					
OUNTY OF MOFFAT	)ss.			 	
	/			 	
I, Erin Miller, (Deputy	) County Clerk and	d Ex-officio Cle	erk to the Board of		
County Commissioners,	County of Moffat,	State of Color	ado do hereby certify		
hat the above and foreg	joing is a true and	complete copy	of the resolution		
as adopted on the date	stated.			 	
VITNESS my hand and	seal this 11th day	of June AD	2024		
C	ounty Clerk & Ex-c	officio		 	
					cr
5					

		RESOLUTION 20 D WARRANTS R				
		R THE MONTH				
				•		
WHEREAS, The Board ave approved the paymer ounty funds:	of Commissionent of various deb	ers of Moffat Cou ots and obligation	unty, Colorado, ns from the various			
AND WHEREAS, the w	arrants issued in	n payment of sai	d debts and obligations			
NOW THEREFORE B			: County Treasurer be and			
e is hereby authorized to	transfer money	among the vario	us funds as follows:			
		40.0000.0000	6.11.24		457.05	
O: WARRANT FUND VOID FUND	WARRANT #	10-0000-2003	VENDOR NAME	\$	157.35	ar
GENERAL	438531	5.28.24	Abigail Shriver Duplicate	\$	157.35	
ROM: WARRANT FUND		10-0000-1001		\$	157.35	
dopted this	day	y of	_, 2024			
	0			+		
	Chairman					
TATE OF COLORADO	) )ss.					
I, Erin Miller, (Deputy) C County Commissioners, C nat the above and foregoi	ng is a true and	t Ex-officio Clerk State of Colorac complete copy of	to the Board of lo do hereby certify of the resolution			
s adopted on the date sta	ated.					
s adopted on the date sta		day of	A.D. 202	4		
s adopted on the date sta VITNESS my hand and se	eal this		A.D. 202	4		
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s adopted on the date sta VITNESS my hand and se	eal this		A.D. 202	4		Cr
is adopted on the date sta VITNESS my hand and se	eal this		A.D. 202	4		Cr

### RESOLUTION 2024-65 TRANSFER OF INTERGOVERNMENT FUNDS FOR THE MONTH OF JUNE 2024

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

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

From: (Fund)(CREDIT)	Amount	To: (Fund) (DEBIT)		Amount
Airport	1,560.00	GENERAL		1,560.00
TOTALS	\$ 1,560.00		TOTALS	\$ 1,560.00

Adopted this 11th day of June, A.D. 2024

Chairman

)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 11th day of June, A.D. 2024

**Clerk & Recorder** 

#### MONTHLY REPORT OF MOFFAT COUNTY TREASURER APRIL 31, 2024 THRU MAY 31, 2024

		DEVENTIEC					DICDUDCEMENTO			
FUND	BEGINNING BALANCE	CURRENT TAX & INTEREST	MISCELLANEOUS COLLECTIONS	DELINQUENT TAX & INTEREST	SPECIFIC OWNERSHIP	TRANSFERS (IN)	CASH WITHDRAWALS	TREASURERS FEES	TRANSFERS-OUT	ENDING BALANCE
GENERAL FUND	33,847,061.67	693,629.98	721,375.26	16.95		16,420.58		-52,436.74	-2,104,430.50	33,121,637.20
ROAD & BRIDGE FUND	10,075,294.77	0,02,02,00	429,942.30	10.95	96,817.70	10,120.50		-3,242.04	-793,944.74	9,804,867.99
DEPARTMENT OF HUMAN SERVICES	1,539,550.24	39,737.36	121,278.99	.97	20,0211.0			0,222.00	-163,764.83	1,536,802.73
ACET	302,022.08	Sand Managora II. Andrea	78.52						-572.08	301,528.52
MOFFAT COUNTY LOC MRKT DIST	764,572.62		41,827.35						-190,888.86	615,511.11
CONSERVATION TRUST FUND	233,241.60		794.61					-7.95	-18,052.55	215,975.71
MOFFAT COUNTY PUBLIC HEALTH	968,133.29	11,211.61	57,261.61	.33					-42,676.03	993,930.81
LANDFILL	1,784,674.34		80,970.27					-748.90	-42,919.10	1,821,976.61
POST CLOSURE - LANDFILL	218,000.00									218,000.00
PSC - JAIL FUND	1,055,604.92		116,609.84			954,995.00			-230,298.42	1,896,911.34
COUNTY HEALTH & WELFARE	3,943,237.05	106 100 00	349,574.84	0 53					-329,575.53	3,963,236.36
MEMORIAL REGIONAL HEALTH	361,009.39	106,439.38		2.61		2 405 400 64	-361,009.39			106,441.99
WARRANT FUND - COUNTY SHADOW MTN LOCAL IMPROVE DIST	258,109.64 197,858.31		1,796.90			3,405,420.64	-2,962,108.63		-9,299.46	701,421.65 190,355.75
AIRPORT FUND	249,392.35		4,103.82					-31.33	-7,439.03	246,025.81
PUBLIC LIBRARY	523,745.86		2,784.53					-27.84	-31,833.62	494,668.93
COLO NORTHWEST COMM COLLEGE	476,233.70	106,477.89	288.55	2.61	12,102.70		-476,233.70	-1,064.80	51,055.02	117,806.95
M C SCHOOLS RE#1 - GENERAL	3,618,607.16	1,023,029.78	14,687.60	24.26	142,607.03		-3,898,685.93	-2,559.66		897,710.24
CAPITAL PROJECTS FUND	2,395,697.40	-,,	8,161.72			1,148,823.76	-,,	_,	-1,408,037.20	2,144,645.68
PUBLIC SAFETY CENTER - CAP PROJ	551.21		1.01							552.22
NC TELECOM ESCROW ACCOUNT	254,277.49		866.28						-817.53	254,326.24
SUNSET #1 SECURITY DEPOSIT	17,240.06					150.00			-1,092.12	16,297.94
SUNSET MEADOWS #1	821,785.79		36,302.82						-102,799.25	755,289.36
SUNSET MEADOWS #2	60,600.40		37,961.96			300.00			-30,395.58	68,466.78
SENIOR CITIZENS CENTER - 15	294,941.98		7,465.57						-16,370.97	286,036.58
SUNSET #2 SECURITY DEPOSIT	17,739.48		150.00						-936.42	16,953.06
COURTHOUSE LEASE PURCHASE FUND	0.00					28,960.00			-28,960.00	0.00
SCHOOLS RE#1 - BOND	785,439.40	231,577.84		5.57	10, 100, 00		-785,439.40	1 045 45		231,583.41
CITY OF CRAIG TOWN OF DINOSAUR	645,327.39	97,324.07			12,420.02		-645,327.39	-1,945.45 -7.64		107,798.64 569.09
CAPITAL FUND - CITY OF CRAIG	15,599.87 40,277.87	382.49 11,452.59			194.24 1,461.53		-15,599.87 -40,277.87	- 7.64 - 228.93		12,685.19
ARTESIA FIRE PROTECTION DISTRICT	19,618.47	707.98			274.39		-19,618.47	-228.93		947.03
CRAIG RURAL FIRE PROTECTION DIST	1,110,478.92	103,156.17		3.05	9,044.61		-1,110,478.92	-5,157.01		107,046.82
MAYBELL IRRIGATION	3,215.74	4,230.87		5.05	199.07		1/110/1/0.02	5/15/.01		7,645.68
MAYBELL SANITATION	171,134.50	- /	2,473.02					-24.73	-4,549.74	169,033.05
COLO. RIVER WATER CONSERVATION	76,240.50	17,743.47	47.68	.43	2,016.44		-76,240.50	-887.01	•	18,921.01
YELLOW JACKET CONSERVANCY DIST.	644.50	144.26			62.93		-644.50	-7.21		199.98
MUSEUM OF NORTHWEST COLORADO	0.00									0.00
POTHOOK WATER DISTRICT	2,113.44	1,842.29					-2,113.44	-92.11		1,750.18
MOFFAT COUNTY TOURISM -LODGING 19	164,142.13		28,054.98						-14,624.08	177,573.03
INTERNAL SER FUND-CENTRAL-DUP	96,122.73		776.88						-576.13	96,323.48
JUNIPER WATER CONSERVANCY DIST.	38,747.53		61.06					61		38,807.98
HIGH SAVERY WATER DISTRICT	2,304.00		1,000.00				-2,304.00	1 500 14		1,000.00
UPPER YAMPA WATER CONSERVANCY 911 FUND	43,211.16	34,441.97	16 060 27	1.20	2,755.72		-43,211.16	-1,722.14	-9,176.21	35,476.75 779,816.60
ADVANCE TAXES - REAL ESTATE	772,924.44 120.15		16,068.37						-9,176.21	120.15
ADVANCE TAXES - 2012	0.00									0.00
ADVANCE TAXES - MOBILE HOMES	0.00									0.00
COUNTY CLERK'S COLLECTION	518,310.58		475,659.05				-449,730.25			544,239.38
CHECK CHANGE ACCOUNT	0.00		719.69				-719.69			0.00
INDIVIDUAL REDEMPTION ACCOUNT	0.00		3,787.20				-3,787.20			0.00
PAYROLL EFT TAX PAYMENTS	0.00		292,204.97				-292,204.97			0.00
CRAIG DIST ADVISORY GRAZING BOARD	0.00									0.00
OIL & GAS EXEMPTION FUND REVENUE S	0.00									0.00
SPECIFIC OWNERSHIP	0.00		279,956.38				-279,956.38			0.00
COUNTY SALES & LEASES	1,179.65		898.91							2,078.56
MOTOR VEHICLE REGIST.	19,455.03		5,892.99							25,348.02
2023 TREASURERS TAX DEED	3,039.71		479.68				-2,038.99			1,480.40

2017 TREASURERS TAX DEED	3,031.85						-3,031.85			0.00
2010 TREASURER'S TAX DEED	3,868.05		84.00				-27.00			3,925.05
2022 TREASURER DEED'S	1,518.70									1,518.70
GRAND TOTALS	68,817,249.11	2,483,530.00	3,142,449.21	57.98	279,956.38	5,555,069.98	-11,470,789.50	-70,227.44	-5,584,029.98	63,153,265.74

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



Tony Bohrer Chairperson Melody Villard

Donald Broom



# MOFFAT COUNTY FAIR ENTERTAINMENT AGREEMENT

This CONTRACT OF SERVICES AGREEMENT ("Agreement") made this <u>23rd</u> day of

April 2024 by and between the Board of County Commissioners of Moffat County, Colorado ("County") and <u>Eli Mosley Enterprises LLC</u> ("Contractor"), whose permanent address is

, whose telephone number is

Type of Entertainment: Eli Mosley Enterprises LLC

Location of Entertainment: Moffat County Fairgrounds

Moffat County Check Made Payable to: \_\_Eli Mosley Enterprises LLC

Federal ID# or Social Security Number of Check Recipient:

In consideration of the mutual covenants and agreements set forth hereinafter, the County and the Contractor agree as follows:

- 1. Scope of Work: The Contractor shall manage and promote this event and perform in a satisfactory and proper manner and shall provide the Services (herein "Services") which are described in Paragraph 21 entitled "Additional Provisions."
- Date of Performance: Services of the Contractor shall commence on August 9, 2024, and shall be completed on <u>August 9, 2024</u>, no matter the date of execution of this Agreement.

Time of Performance: 9 PM (following the Demolition Derby).

- 3. Payment Procedures: For satisfactory performance of the Services hereunder, County shall pay Contractor the contract rate of \$5.000.00 plus lodging fee of \$1.000.00. County shall pay Contractor a down payment of \$2,500.00 upon execution of contract, with the remaining \$3,500.00 paid to Contractor upon completion of the event on August 9, 2024. The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth as the contract rate herein.
- 4. Independent Contractor: Contractor shall perform its duties pursuant to this Agreement 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 the Moffat County Board of County Commissioners. Contractor shall receive no additional reimbursements for expenses without prior approval from Moffat 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. <u>Neither Contractor nor its personnel. if any. is entitled</u> to Worker's Compensation Benefits or any other benefit of employment with Moffat County. Colorado. Further. Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.

- A. It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of the County.
- B. Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to, State, Federal and Social Security taxes, unemployment taxes, workers' compensation and self-employment taxes. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Agreement. No Federal, State or Local Taxes of any kind shall be withheld or paid by the County.
- C. Contractor is not entitled to unemployment insurance or workers' compensation benefits unless such are provided by the Contractor.
- D. Contractor does not have the authority to act for the County, or to bind the County in any respect whatsoever, or to incur any debts or liabilities in the name or on behalf of the County.
- E. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder. All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
- F. Contractor represents that all personnel engaged in the work shall be fully qualified and properly licensed or certified to perform the Services, as may be required by local, state and federal law or regulation.
- G. Contractor represents that it is engaged in providing similar services to clients other than the County and is not required to work exclusively for the County.
- H. Contractor shall furnish all tools, labor, personnel and supplies at its own expense, in such quantities and of the proper quality to professionally and timely perform the Services. Contractor shall not use any employees of the County, Moffat County, its elected officials, agents, or any program administered or funded by the County to perform any of the Services.
- 5. Quality of Performance: Contractor shall be responsible for providing event in a safe manner.
- 6. Compliance with Laws: The Contractor shall comply, at its own expense, with all federal, state and local laws, ordinances, resolutions, codes and regulations which are applicable to the performance of the Services hereunder. Contractor shall obtain and pay for all permits and licenses that Contractor may be required to obtain for any and all of its operations in connection with the Service.

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- 7. Contractor represents and warrants that in performing its obligations under the Agreement it is not and will not be infringing upon any property right, patent right, or other legal right of any person or entity; and, if any suit is brought or claim is made by anyone alleging that Contractor (or anyone in conjunction with the ownership or presentation of the performance by Contractor) is infringing upon or violating any property right, patent right or other legal right by performing the services contemplated herein, then Contractor will indemnify, defend and hold harmless County against and from any and all loss, claim, damage, cost, attorneys' fees or other loss whatsoever.
- 8. Unless otherwise agreed by the parties in writing, Contractor shall provide all necessary equipment for the performance at Contractor's sole expense. County is not responsible for any equipment unless otherwise specifically provided for in this Agreement. Contractor shall be prepared to begin the performance precisely at the date and time set forth in this Agreement. Any required setup shall be completed by Contractor in advance of said date and time.
- 9. No Assignment: The work required of Contractor under this Agreement shall not be delegated to any other person or entity, and no right or obligation of this Agreement shall be assigned by either Party without express consent of the other Party.
- **10. Damages:** Any damage to County's property, including equipment, which results from the acts or omissions of Contractor shall be the responsibility of Contractor and payment for any such damage shall be made by Contractor within thirty (30) days of written notification of the damage by County.
- 11. Indemnification: The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the services under this Contract. The Contractor agrees to indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor's direction or control. Nothing in this agreement shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended.
- 12. Insurance: At all times during the term of this Agreement, Contractor shall maintain the following insurance in the minimum coverage limits specified: <u>Workers' Compensation & Employers' Liability and Unemployment Insurance</u>: in accordance with §§8-40-101 and 8-70-101, et seq., C.R.S., as amended;

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

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

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

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

- 13. Non-Discrimination: The Contractor shall comply with all applicable State and Federal laws, rules, regulations and Executive Orders of the Governor of Colorado involving non-discrimination on the basis of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, handicap or ancestry.
- **14. Modifications:** This Agreement may not be modified, amended, or otherwise altered unless mutually agreed upon in writing and executed by the County and the Contractor.
- **15. Governing Law:** The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this contract is with the District Court of Moffat County, Colorado.
- **16. Severability:** Should any provisions of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Agreement shall remain in full force and effect.

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

County's Representative:	Contractor:
Tony Bohrer	Eli Mosley Enterprises LLC
MCBOCC Chair	
1198 W. Victory Way, STE 104	N/
Craig, CO 81625	
(970) 824-5517	

- **18. 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.
- 19. Counterparts and Facsimile Signatures: This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures of, or on behalf of, the County or the Contractor on this Agreement and any modification hereto shall be effective for all purposes.
- **20. Force Majeure:** Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to strikes, riots, war, and acts of God.

## **21. Additional Provisions:**

## Moffat County Fair:

- Will provide a covered stage (flatbed trailer will work);
- Will provide a cooler with ice and water;
- Will provide electrical needs (120 volt);
- Will provide free parking close to the stage for 1 vehicle and 1 trailer;
- Will provide road crew and band members one meal before the performance;
- Will provide lodging allowance, Contractor books lodging.

### • Eli Mosley will provide:

- All instruments and backline;
- A complete sound system and stage lighting with technical support;
- o Transportation to and from the event;
- o Insurance for special event as outlined in this contract;
- An all-inclusive full-band performance including all equipment, instruments, full staff and production;
- Setting up instruments, sound system and organizing music;
- Merchandise, which the musician will be authorized to sell at the event;
- Will safely run this event and will supervise and manage everything to do with the event at the Moffat County Fair on August 9, 2024.

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

# **BOARD OF COUNTY COMMISSIONERS MOFFAT COUNTY, COLORADO**

<i>r</i> :	
	Tony Bohrer, Chair
	CONTRACTOR:
	Eli Mosley Enterprises VLC
	Eli Mosley (Printed Name)
	E OF FLORIDA ) ) ss. TY OF POLK)
e fo 24	pregoing instrument was acknowledged before me this $28$ day of $May$
	Elí Mostry
Y CC	OMMISSION EXPIRES: 11.30.2025
otar	y Public .
J ddre	2028 Shepherd Rd Mulberry Fl. 33840
	KELLI BATES MY COMMISSION # HH 203368 EXPIRES: November 30, 2025 Bonded Theil Networ Public Independent

# Emergency Mutual Aid and Assistance Agreement for Local Colorado Public Health Agencies

This agreement is made and entered into by and between each local Colorado public health agency that adopts and signs this Agreement.

### Recitals

- A. The Colorado Disaster Emergency Act, § 24-33.5-701 through 24-33.5-716,
   C.R.S. (the "CDEA"), was established for the purposes stated in § 24-33.5-702,
   C.R.S. Those purposes include, among other things, authorizing and providing for cooperation in disaster prevention, preparedness, response, and recovery.
- B. The Colorado Board of Health (the "Board") adopted rules and regulations (the "Board Regulations") pertaining to preparations for a disaster, as that term is defined in § 24-33.5-703, C.R.S. Regulation 1.2 of the Board Regulations, 6 CCR 1009-5, at Regulation 1, required each county and local public health agencies in this State subject to Title 25, Article 1, Part 5, C.R.S., to enter into a uniform mutual aid agreement with all other such county and local public health agency to render aid and assistance during a disaster, unless the county or local public health agency to mutual agency needs to withhold resources necessary to provide reasonable protection within its own jurisdiction.
- C. In keeping with the purposes of the CDEA as stated in § 24-33.5-702, C.R.S. and Regulation 1. of the Board Regulations, this Agreement is intended to:
  - a. Reduce the vulnerability of people and communities of this State to injury, illness, loss of life, and loss of or damage to property resulting from the public health impacts of a disaster;
  - b. Prepare for prompt and efficient care, treatment, and assistance to persons threatened or affected by a disaster;
  - c. Provide for the rapid identification of potential public health threats created by a disaster; and
  - d. Provide for cooperation and coordination of activities relating to preparedness for, mitigation of, response to, and recovery from the public health impacts of a disaster.
- D. Under § 24-33.5-713, C.R.S., this Agreement may include provisions for furnishing aid and assistance to meet the needs of county and local public health agencies to prepare for, mitigate, respond to, and recover from the public health impacts of a disaster.
- E. In addition to the state of Colorado, the Federal Emergency Management Agency ("FEMA") has recognized the importance of local governments

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coordinating activities relating to disaster mitigation, preparedness, response, and recovery.

F. The local public health agencies which have chosen to become parties to this Agreement wish to provide mutual aid and assistance among one another pursuant to the terms and conditions of this Agreement in the event of a local or State disaster that is unofficially or officially declared as a disaster emergency pursuant to applicable law.

Now, therefore, based on the foregoing recitals, and in consideration of the mutual agreements contained herein, and subject to the terms and conditions stated herein, the undersigned parties agree as follows:

## Section I. Definitions

- 1. As used in this Agreement, the following terms have the meanings stated below.
  - a. "Aid and assistance" means and includes personnel, equipment, facilities, services, supplies, and other resources necessary to respond to, mitigate, and recover from the public health impacts of a disaster.
  - b. "Authorized representative" means a party's employee or agent who has been authorized in writing by that party to request or to offer to provide aid and assistance under the terms of this Agreement. The list of authorized representatives for each party signing this Agreement shall be attached to the executed copy of this Agreement. Any change by a party to its list of designated authorized representatives shall be made by giving notice of such change pursuant to the notice provisions of paragraph 43 below.
  - c. "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to fire, flood, earthquake, wind, storm, wave action, hazardous substance incident, oil spill or other water contamination requiring emergency action to avert danger or damage, volcanic activity, epidemic, air pollution, blight, drought, infestation, explosion, civil disturbance, hostile military or paramilitary action, or a condition of riot, insurrection, or invasion existing in the state or in any county, city, town, or district in the state.
  - d. "Party" means a governmental entity, to include but not limited to, a local public health agency, which has adopted and signed this Agreement.
  - e. "Provider" means a party which has agreed to provide aid and assistance under the terms of this Agreement.

- f. "Recipient" means a party which has agreed to accept all or part of the aid and assistance offered by a Provider under the terms of this Agreement.
- g. "Requesting Party" means a party which has requested aid and assistance under the terms of this Agreement.
- h. "Solicited Party" means a party which has received a request for aid and assistance under the terms of this Agreement.

# Section II. Conditional obligation to provide aid and assistance; no right of action for third parties

- 1. This is a reciprocal agreement. Each Party understands and agrees it may be requested by another party to be a Provider. It is also mutually understood and agreed that each party's foremost responsibility is to the persons within its jurisdictional boundaries. Accordingly, the provisions of this Agreement shall not be construed to impose an unconditional obligation on any Solicited Party to provide aid and assistance pursuant to a request from a Requesting Party. When aid and assistance have been requested, a Solicited Party may inform the Requesting Party that it is unable to provide all or part of the aid and assistance requested.
- 2. Given the finite resources of any party and the potential for each Party to be unavailable to provide aid and assistance at a given point in time, the parties may enlist other entities in mutual aid and assistance efforts. Notwithstanding such circumstances, the parties recognize there are meritorious reasons for entering into this Agreement, and the Parties shall attempt to provide aid and assistance in accordance with the terms of this Agreement to the fullest extent possible.
- 3. All functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific person. Accordingly, this Agreement shall not be construed as, or deemed to be an agreement for the benefit of any person not a party to this Agreement, and any such person shall have no right of action under this Agreement for any cause whatsoever.

### Section III. Procedures for requesting aid and assistance

- 1. Whenever the terms "Provider," "Recipient," "Requesting Party," or "Solicited Party" are used in this Agreement, the reference shall include any of that party's authorized representatives.
- 2. Aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by the Requesting Party. When the Requesting Party becomes affected by a disaster and deems its resources

inadequate, it may request aid and assistance. All requests for aid and assistance shall be made and transmitted as set forth in paragraph 7.

- 3. Each request for aid shall be made verbally, to be followed by a request through the appropriate electronic system.
- 4. The Recipient shall be responsible for coordinating with the Local Agency within the Recipient's jurisdictional boundaries. Requests for State and/or Federal assistance that is separate and apart from aid and assistance rendered under the terms of this Agreement. Any requests out of the mutual aid request are the responsibility of the recipient.

# Section IV. Solicited party's assessment of available resources and ability to render assistance

- 1. When contacted by a Requesting Party/Local Agency, the Solicited Party shall assess its own local situation in order to determine the availability of its personnel, equipment, and other resources to provide aid and assistance. If the Solicited Party determines it has available resources to provide aid and assistance, it shall so notify the Requesting Party/Local Agency (whichever communicated the request) promptly by the most efficient and practical means of transmission available, but in no event more than twenty-four (24) hours after its receipt of the request. Such notice shall be given by completing and delivering to the Requesting Party/Local Agency, by the most efficient and practical means of transmission available, a written or verbal acknowledgment, to be followed up in writing as soon as reasonably feasible.
- 2. When a request for aid and assistance has been submitted to a Local Agency acting on behalf of a Requesting Party, the Local Agency shall forward to the Requesting Party, by the most efficient and practical means of transmission available, the Provider's written or verbal acknowledgment to be followed up in writing as soon as reasonably feasible of aid and assistance to be rendered. The Local Agency shall forward the acknowledgment promptly, by the most efficient and practical means of transmission available, but in no event more than twenty-four (24) hours after its receipt from the Provider.
- 3. If a Solicited Party determines in good faith it does not have resources available to satisfy a request for aid and assistance, the Solicited Party shall complete a written acknowledgment along with a verbal acknowledgement, whether on the request form received from the Requesting Party/Local Agency or on another form, notifying the Requesting Party/Local Agency of its rejection of the request for aid and assistance. Such notice shall include a detailed explanation of the reasons why the Solicited Party must reject the request for aid and assistance. Such notice shall be promptly delivered to the Requesting Party/Local Agency by the most efficient and practical means of transmission available, but in no event more than twenty-four (24) hours after the Solicited Party's receipt of the request.

## Section V. Supervision and control

1. A Provider shall designate supervisory personnel among its employees sent to render aid and assistance to a Recipient. As soon as practicable, the Recipient

shall assign work tasks to the Provider's supervisory personnel, and unless otherwise mutually agreed to in writing, the Recipient shall have the responsibility for coordinating communications between the Provider's supervisory personnel and the Recipient. The Recipient shall provide necessary credentials to the Provider's personnel, as authorized by law, authorizing them to operate on behalf of the Recipient.

2. Direct supervision and control of the Provider's personnel, equipment, and other resources shall remain with the Provider's supervisory personnel. The Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units. If this is not possible, the Provider shall promptly notify the Recipient of such circumstances.

# Section VI. Length of time for aid and assistance; renewability; recall; demobilization

- Unless otherwise mutually agreed to in writing, the duration of a Provider's aid and assistance shall be for an initial period of seven (7) days, beginning from the date the Provider's aid and assistance commences at the stricken site. Thereafter, aid and assistance may be extended in daily or weekly increments as the situation warrants, for a period mutually agreed upon.
- 2. The Provider's personnel, equipment, and other resources shall remain subject to recall by the Provider to provide aid and assistance to persons within its jurisdictional boundaries if circumstances so warrant. The Provider shall make a good faith effort to give at least twenty- four (24) hours advance written notice to the Recipient of the Provider's intent to recall its aid and assistance. If such notice is not practicable, the Provider shall give the Recipient as much advance written notice as is reasonable under the circumstances.
- 3. After the mutually agreed upon time, the Provider's aid and assistance will demobilize. Coordination and demobilization process will follow the current demobilization policies and procedures as defined by the Provider and Recipient.

### Section VII. Reimbursements

- After the specified allotted time set out in Section VI, the Recipient shall pay the provider all costs and expenses incurred. After the allotted time, except as otherwise provided below, a Recipient shall pay to the Provider all costs and expenses identified in this Section VII, evidenced in writing and incurred by the Provider in furnishing aid and assistance to the Recipient.
- 2. An invoice for reimbursement of costs and expenses for aid and assistance furnished under this Agreement shall be submitted by the Provider to the Recipient as soon as practicable after the costs and expenses are incurred, but

no later than sixty (60) days after the period of assistance terminates; provided, however, if the deadline for identifying damage is extended in accordance with 44 CFR Part 206, the request must be submitted no later than sixty (60) days after such extended deadline for identifying damage. The Recipient shall pay the invoice and/or advise of any disputed items no later than sixty (60) days following the billing date. These time frames may be modified in writing.

## Section VIII. Rights and privileges of provider's employees

1. A Provider's employees who are rendering aid and assistance pursuant to this Agreement shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the jurisdictional limits of the Provider, except as may be limited by law.

# Section IX. Provider's employees covered at all times by provider's workers' compensation policy

 A Recipient shall not be responsible for reimbursing any amounts paid or due as workers' compensation benefits to the Provider's employees under the terms of this Agreement due to personal injury or death occurring at any time such employees are engaged in rendering aid and assistance under this Agreement. The Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees only, and the Recipient will be entirely responsible for the payment of workers' compensation benefits to its own respective employees only.

## Section X. Immunity

 The parties to this Agreement are all governmental entities providing governmental services under this Agreement and do not intend to waive their governmental immunity by entering into this Agreement or performing under its terms. Nothing in this Agreement shall be construed as a waiver of immunity provided by common law, or by statute, specifically the Colorado Governmental Immunity Act, §§ 24-10-101 through 24-10-120, C.R.S., and §24-33.5-711.5, C.R.S., or as an assumption of any duty for the benefit of any third party.

## Section XI. Liability

 Each party to this Agreement shall be an independent contractor, and no party, nor such party's officers, employees, or agents shall be deemed to be an agent of any other party. Except as otherwise specifically provided herein, each party waives all claims and causes of action against the other party for compensation, damages, personal injury or death which may result or occur as a consequence, directly or indirectly, of any performance under this Agreement. Each party is responsible for its own negligence and that of its own officers, employees, and agents to the extent provided in the Colorado Governmental Immunity Act and § 24-33.5-711.5, C.R.S. As stated in paragraph 28 above, nothing in this Agreement shall be construed as a waiver of immunity provided by common law, or by statute, specifically the Colorado Governmental Immunity Act and §24-33.5-711.5, C.R.S., or as an assumption of any duty for the benefit of any third party.

### Section XII. Performance subject to annual appropriation

- The performance of any obligations under this Agreement is expressly subject to annual appropriation of sufficient funds by each party's respective governing body to enable such party to respond to requests for aid and assistance made under this Agreement.
- 2. The obligations of each party under this Agreement, or any extension, renewal, or amendment thereof, shall extend only to monies appropriated each fiscal year for the purposes of this Agreement by such party's governing body, paid into that party's treasury, and encumbered for the purposes of this Agreement. The parties acknowledge that (i) no party by this Agreement pledges present cash reserves for payment or performance in the current or future fiscal years, and (ii) this Agreement does not create, nor is it intended to create a multiple-fiscal year direct or indirect debt or financial obligation of any party.

### Section XIII. Initial duration of agreement; renewal; termination

1. This Agreement shall be binding on each party for not less than one (1) year from its effective date, unless a party withdraws from the Agreement upon at least sixty (60) days' advance written notice as set forth below. Thereafter, this Agreement shall continue to be binding on each party in subsequent years, unless a party withdraws from the Agreement by written notice to all parties to this Agreement. Such withdrawal shall not be effective until sixty (60) days after notice thereof has been given by the withdrawing party to all other parties. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation incurred under the terms of this Agreement prior to the effective date of withdrawal. Once the withdrawal is effective, the withdrawing party shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

## Section XIV. Amendments

1. This Agreement may be modified at any time upon the mutual written consent of all parties.

2. Additional municipal, county and local public health agencies may become parties to this Agreement by adopting and signing this Agreement.

## Section XV. Headings

1. The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

# Section XVI. Severability: effect on other agreements

- 1. Should any clause, sentence, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each party declares it would have entered into this Agreement regardless of the fact that any one or more of this Agreement's clauses, sentences, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), paragraph(s), or other part(s) invalidated.
- 2. In the event parties to this Agreement have entered into other mutual aid and assistance contracts relating to preparedness for, mitigation of, response to, and recovery from the public health impacts of a disaster, those parties agree that to the extent a request for aid and assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

# Section XVII. Miscellaneous

- This Agreement constitutes the entire Agreement of the parties regarding the subject matter referred to in it. As such, it supersedes any and all prior oral and/or written agreements of the parties regarding the subject matter referred to in this Agreement.
- 2. No party may assign its rights or obligations under this Agreement without the prior written consent of all other parties.
- 3. Except as otherwise expressly provided herein, this Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns.
- 4. The waiver of any breach of a term of this Agreement shall not be construed as a waiver of any other term, nor as a waiver of any subsequent breach of the same term.
- 5. The laws of the state of Colorado shall be applied in interpreting, executing, and enforcing this Agreement.

- 6. Any notice, request, acknowledgment, or similar communication required or permitted under this Agreement shall be transmitted by personal delivery, certified U.S. mail, overnight delivery by Federal Express or a similar delivery agent, facsimile transmission, or e- mail transmission to each appropriate party at the address, facsimile number, or e-mail address given in the signature block to this Agreement. Any party may from time to time designate by written notice a substitute address, phone number, or e-mail address for such purposes.
- 7. Each party represents and warrants that the individual(s) signing this Agreement on its behalf is/are duly authorized to act on behalf of that party to enter into this Agreement and to bind that party to this Agreement, and that such authority has been duly approved by that party's governing body.
- 8. This Agreement may be executed in separate counterparts. The counterparts taken together shall constitute the whole Agreement.

### Section XVIII. Effective date

1. As to each party, this Agreement shall take effect upon the date it duly signs this Agreement.

### Section XIX. Custodian of agreement

- 1. The parties to this Agreement agree that the Colorado Department of Public Health and Environment ("CDPHE") shall act as custodian of the executed original and any executed counterparts of this Agreement. The CDPHE's obligations and responsibilities as custodian shall be limited to maintaining possession of the executed original , any executed counterparts of, and any amendments to this Agreement, and providing to each party a current list of all of the parties to this Agreement or withdraws as a party from it. The CDPHE shall not be considered, nor shall it be a party to this Agreement, and shall have no obligations or liability whatsoever to any of the parties to this Agreement shall not limit or derogate from the CDPHE's obligations and duties otherwise prescribed by applicable law pertaining to disaster prevention, preparedness, response, and recovery.
- 2. To facilitate the CDPHE's role as custodian of this Agreement, each party shall deliver to the CDPHE a copy of each fully executed Agreement, any executed counterpart thereof, any executed amendment thereof, and any notice of withdrawal therefrom. The CDPHE's address for delivery of any of such documents is:

Colorado Department of Health and Environment Office of Emergency Preparedness and Response Attention: Amanda Hettinger

# 4300 Cherry Creek Drive So. Denver, CO. 80246-1530

In witness whereof, each of the parties have caused this Agreement to be duly signed in its name and on its behalf by its authorized officer, who has signed with the concurrence of such party's governing body as of the date shown below.

Name of Party:	
By (Name and Title):	
E-mail address:	
Address:	
Date:	
Approved as to form:	
By (Name and Title):	
Address:	
Counsel for	
Date:	

# **TASK ORDER**

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment Office of Public Health Practice, Planning & Local Partnerships 4300 Cherry Creek Drive South Denver CO 80246	<b>Contractor</b> Board of County Commissioners of Moffat County (a political subdivision of the state of Colorado) for the use and benefit of the Moffat County Public Health Agency 221 West Victory Way Suite 130 Craig CO 81625
Master Task Order Contract Number 23 FAA 00058	<b>Task Order Performance Beginning Date</b> <b>The later of the Task Order Effective Date or</b> July 1, 2022
Task Order Number 2023*0036	
Task Order Maximum AmountInitial TermState Fiscal Year 2023\$164,271.00	Task Order Expiration DateJune 30, 2023Except as stated in §2.D., the total duration of this
Total for All State Fiscal Years \$164,271.00	Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.
Pricing/Funding         Price Structure: Fixed Price         Contractor Shall Invoice: Quarterly         Funding Source:         Federal       \$15,180.00         State       \$149,091.00	Miscellaneous: Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any): Enter Program specific
State \$117,071.00	<b>Procurement Method:</b> Exempt <b>Solicitation Number (if any):</b> Not Applicable
State Representative Michele Shimomura Director Administration Division, Office of Public Health Practice, Planning, and Local Partnerships Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 Michele.Shimomura@state.co.us	Contractor Representative Kari Ladrow Public Health Director Moffat County Public Health Agency 221 West Victory Way Suite 130 Craig, Colorado 81625 kladrow@moffatcounty.net
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Con Exhibit A Statement of Work Exhibit B Budget Exhibit C Federal Provisions	ntract:
Contract Purpose The district public health agency shall participate in assessm	

The district public health agency shall participate in assessment and planning effort at the state, regional, and local level facilitated by the Office of Public Health Practice, Planning, and Local Partnerships. These efforts shall include maintaining and improving local capacity to provide services as established by the State Board of Health.

Task Order Number: 2023\*0036

### **CONTRACT AMENDMENT #1**

# SIGNATURE AND COVER PAGE(S)

State Agency: Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	<b>Original Contract Number:</b> 2023*0036		
<b>Contractor:</b> Board of County Commissioners of Moffat County (a political subdivision of the state of Colorado) 1198 West Victory Way, Suite 110 Craig CO 81625 for the use and benefit of Moffat County Public Health	Amendment Contract Number: 2023*0036 Amendment #1		
<b>Contract Performance Beginning Date:</b> July 1, 2022	Current Contract Expiration Date: June 30, 2025		
CONTRACT MAXIMUM AMOUNT TABLE			

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2023*0036	\$15,180.00	\$149,091.00	\$0.00	7/1/2022 - 6/30/2023	\$164,271.00
Option Letter #1	2023*0036 Option Letter #1	\$15,180.00	\$69,151.00	\$0.00	7/1/2023 - 6/30/2024	\$84,331.00
Amendment #1	2023*0036 Amendment #1	\$15,180.00	\$148,818.00	\$0.00	7/1/2024 - 6/30/2025	\$163,998.00
	Current Contract Maximum Cumulative Amount				\$412,600.00	

### SIGNATURE PAGE

### THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

Amendment and to bind the 1 a		
CONTRACTOR	STATE OF COLORADO	
Board of County Commissioners of Moffat County	Jared S. Polis, Governor	
(a political subdivision of the state of Colorado)	Colorado Department of Public Health and Environment	
for the use and benefit of	Jill Hunsaker Ryan, MPH, Executive Director	
Moffat County Public Health		
By: Signature		
By. Signature	By: Signature	
FULL NAME		
Name of Person Signing for Contractor	Name of Executive Director Delegate	
	Think of Enternit's Enterior Estagute	
TITLE		
Title of Person Signing for Contractor	Title of Executive Director Delegate	
Date:	Deter	
Dute.	Date:	
STATE CO	ized delegate. ONTROLLER 6, CPA, MBA, JD	
By: S	Signature	
Name of State	Controller Delegate	
Title of State C	Controller Delegate	
Amendment Effective Da		

Amendment Contract Number: 2023\*0036 Amendment #1

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### 1. PARTIES

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

### 2. TERMINOLOGY

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

### 3. Amendment Effective Date and Term

A. Amendment Effective Date

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

A. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or July 1, 2024, whichever is later, and shall terminate on the termination of the Contract or June 30, 2025, whichever is earlier.

### 4. PURPOSE

The Parties entered into the agreement to: The district public health agency shall participate in assessment and planning effort at the state, regional, and local level facilitated by the Office of Public Health Practice, Planning, and Local Partnerships. These efforts shall include maintaining and improving local capacity to provide services as established by the State Board of Health.

The Parties now desire to increase funding and change the Statement of Work; for the following reasons: continue services for FY25 extension and amend the statement of work.

### 5. MODIFICATIONS

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

- **A.** The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Cover Page for this Amendment.
- B. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- C. The Parties now agree to modify Exhibit A Statement of Work of the agreement. Exhibit A - Statement of Work is deleted and replaced in its entirety with Exhibit

A - Statement of Work, attached to this Amendment for the following reason: adding activities.

D. The Parties now agree to modify Exhibit B - Budget of the agreement. Exhibit B -Budget is deleted and replaced in its entirety with Exhibit B - Budget, attached to this Amendment for the following reason: update budget for FY25 renewal.

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

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

# STATEMENT OF WORK

To Original Contract Number 2023\*0036 Amendment #1

### These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

### 1. Project Description:

This project serves to strengthen Colorado's public health system by ensuring core public health services are available statewide. This project will impact assessment and planning efforts at the state, regional, and local levels facilitated by the Office of Public Health Practice, Planning, and Local Partnerships. These efforts shall include maintaining and improving local capacity to provide services as established by the State Board of Health. Local public health agencies are essential to the provision of quality and comprehensive public health services throughout the state and are critical partners with the Colorado Department of Public Health and Environment (CDPHE) in maintaining a strong public health system. Each local public health agency (LPHA) shall provide Core Public Health Services, which include Maternal and Child Health (MCH). The scope of the provision of each Core Public Health Service is determined at the local level and may differ across agencies based on community needs, priorities, funding, and capacity. The Office of Public Health Practice, Planning, and Local Partnerships (OPHP) and the local public health agency are responsible for assuring state funds are effectively used to provide Core Public Health Services.

### 2. Definitions:

- a. CDS: CYSHCN Data System
- b. CYSHCN: Children and Youth with Special Health Care Needs
- c. HCP: Program for Children and Youth with Special Health Care Needs

### 3. Work Plan:

### A. Local Core Public Health Services

Goal #1: Strengthen Colo	rado's publ	lic health system by ensuring core public health services are available statewide.
Objective #1: No later that	in the expir	ration of the contract, support Core Public Health Services in Colorado.
Primary Activity #1		The Contractor shall provide Core Public Health Services in compliance with the Core Public Health Services Rule 6 CCR 1014-7.
Primary Activity #2	1.	The Contractor shall create a Budget.
Primary Activity #3		The Contractor shall attend at least one (1) meeting with the Administrative Manager for programmatic updates.
Primary Activity #4	1.	The Contractor shall prepare an annual report.

Anders of the second se	<ol> <li>The content of electronic documents located on CDPHE and non-CDPHE websit information contained on CDPHE and non-CDPHE websites may be u periodically during the contract term. The contractor shall monitor documen website content for updates and comply with all updates.</li> </ol>	pdated	
	2. The Contractor shall participate in assessment and planning efforts at the state, reg and local level facilitated by OPHP. The Contractor shall utilize the Colorado Heat Assessment and Planning System (CHAPS) guidance as a technical assistance res for all activities. These efforts shall assist in defining the core services delivery appropriate to meet local needs and in identifying strategies to improve local heat outcomes. This information is located on the CDPHE local public health and environmental resources website <a href="https://www.colorado.gov/cdphe-lpha">https://www.colorado.gov/cdphe-lpha</a> and is incorporated and made part of this contract by reference.	lth ource	
Standards and Requirements	3. The Contractor shall be guided by <i>Colorado Minimum Quality Standards for Public Health Services 6 CCR 1014-9</i> . This document is incorporated and made part of this contract by reference and is available on the following website: <u>http://www.sos.state.co.us/CCR/Welcome.do</u> .		
	<ol> <li>The Contractor shall contribute funding for its local health services as determined necessary by the Contractor to meet their local health needs.</li> </ol>		
	<ol> <li>CDPHE will compile data provided by the Contractor to other CDPHE programs to verify services provided or assured.</li> </ol>		
<ol> <li>CDPHE will electronically provide the Contractor with a budget template website within 15 business days of contract execution.</li> <li>If needed, CDPHE will schedule at least one (1) meeting with the Contract programmatic updates by June 15, 2025. CDPHE will notify the Contractoprogrammatic meeting at least seven business days before the meeting date</li> </ol>			
Expected Results of Activity(s)	<ol> <li>Increase or maintain core public health services within the Contractor's jurisdiction meet local needs.</li> </ol>	n to	
Measurement of Expected Results	1. Data provided in the Contractor's annual report provides evidence of the services provided or assured through another local public health agency and how these core services are funded. Additional data is provided at the program level to CDPHE.		
	Completion D	ate	
Deliverables	1. The Contractor shall electronically submit a budget to the Administrative Manager in a format provided by OPHP.No later than Septe 1	mber	
	2. The Contractor shall submit an annual report electronically No later than June to the Administrative Manager in a format provided by OPHP.	15	

#### B. Maternal and Child Health Services

Goal #2: Promote healthy outcomes for Colorado women, children, and youth.		
Objective #1: No later than the expiration of the contract, improve the health and well-being of mothers and children by		
employing primary prevention and early intervention public health strategies.		
Primary Activity #1	1.	The Contractor shall implement evidence-based strategies to improve maternal and child
		health, including CYSHCN.
	1. The Contractor shall complete the electronic provided MCH Planning Form, including identification of one or more selected priority(ies) to be implemented, which may include CHAPS.	
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Sub-Activities #1	2. The Contractor shall implement an approved local plan submitted within the agency's MCH Planning Form.	
	3. The Contractor shall complete the electronic provided MCH Annual Reporting Form.	
Primary Activity #2	<ol> <li>The Contractor shall either         <ol> <li>participate in the Mid-Year check-in call or</li> <li>complete an electronic Mid-Year check-in form.</li> </ol> </li> </ol>	
All o non voort het sonor All o non voort het sonor	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. The contractor shall monitor documents and website content for updates and comply with all updates. CDPHE will provide updates through regular communication with the contractor.	
Standards and Requirements	<ol> <li>The Contractor's work shall be guided by the 2023-2027 MCH Guidelines for LPHA Contracting with OPHP. This information is located on the MCH website, <u>www.mchcolorado.org</u>, and is incorporated and made part of this contract by reference.</li> </ol>	
	<ol> <li>CDPHE will provide the electronic program templates for the implementation of work represented in this contract:         <ul> <li>MCH Annual Reporting Form, to be provided via email no later than thirty (30) day before the form is due.</li> <li>Mid-Year Check-in Form, to be provided via email no later than fourteen (14) days before the form is due.</li> <li>MCH Planning Form, to be provided via email no later than sixty (60) days before the form is due.</li> </ul> </li> </ol>	
	4. The Contractor shall specifically address the unique needs of the CYSHCN population with focused strategies and/or activities. The Contractor can opt to meet CYSHCN requirements via information and referral and select additional CYSHCN strategies.	
	<ol> <li>The expected results will be measured based on selections made to the electronic MCH Annual Report and Planning Form. All listed expected results may not apply.</li> </ol>	
Expected Results of Activity(s)	<ol> <li>Maintain or increase the health status and needs of the maternal and child population within the Contractor's jurisdiction</li> </ol>	
Measurement of Expected Results		
	Completion Date	

NOTAL CONTRACTOR	1. The Contractor shall submit the electronic MCH Annual Reporting Form for the previous contract period.	No later than January 15
Deliverables	2. The Contractor shall submit the Mid-Year check-in electronic form.	No later than June 15
	3. The Contractor shall submit the electronic MCH Annual Planning Form for the next contract period.	No later than June 15

#### 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's 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 **seven** (7) calendar days of discovery of a compliance issue. Within **thirty** (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 require an extension to the timeline, the Contractor must email a request to the Contract Monitor in the Office of Public Health Practice, Planning, and Local Partnerships 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.

#### BUDGET

## I. Entity Name: Moffat County Public Health Agency

#### II. Budget:

	Local Planning and	Maternal Child	
Quarter	Support Amount	Health Amount	<b>TOTAL Payment</b>
July 1 through September 30	\$37,204.50	\$3,795.00	\$40,999.50
October 1 through December 31	\$37,204.50	\$3,795.00	\$40,999.50
January 1 through March 31	\$37,204.50	\$3,795.00	\$40,999.50
April 1 through June 30	\$37,204.50	\$3,795.00	\$40,999.50
Total	\$148,818.00	\$15,180.00	\$163,998.00

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Version 02.24.2022





SFY

## 2024-2025

This Agreement is made between the following statutorily Mandated Partners and Non-Mandated Partners to the Collaborative Management Program, each of which may herein be referred to individually as a "Party" or collectively as the "Parties":

#### MANDATED PARTNERS

- 1. **MOFFAT COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES,** located at 1198 West Victory Way, STE 204, Craig, CO 81625;
- 2. 14<sup>th</sup> JUDICIAL DISTRICT PROBATION DEPARTMENT, located at 1198 West Victory Way, STE 208, Craig, CO 81625;
- 14<sup>th</sup> JUDICIAL DISTRICT COURT, located at 1198 West Victory, STE 200, Craig, CO 81625;
- 4. **MOFFAT COUNTY HEALTH DEPARTMENT**, located at 1198 West Victory, STE 110, Craig, CO 81625;
- 5. MOFFAT COUNTY SCHOOL DISTRICT(S), located at 600 Texas Avenue, Craig, Co 81625;
- 6. MIND SPRINGS COMPREHENSIVE BEHAVIORAL HEALTH SAFETY NET PROVIDER, located at 439 Breeze Street, Craig, CO 81625;
- 7. BEHAVIORAL HEALTH ORGANIZATION ("BHO") or REGIONAL ACCOUNTABLE ENTITY("RAE"), called ROCKY MOUNTAIN HEALTH PLANS, A UNITED HEALTHCARE COMPANY located at 2775 Crossroads Blvd., Grand Junction, CO 81506;
- 8. **DIVISION OF YOUTH SERVICES ("DYS"),** located at 801 Grand Ave., Grand Junction, CO 81501;
- 9. DESIGNATED MANAGED SERVICE ORGANIZATION FOR THE PROVISION OF TREATMENT SERVICES FOR ALCOHOL AND DRUG ABUSE PURSUANT TO SECTION 27-80-107, C.R.S. ("MSO"), called ROCKY MOUNTAIN HEALTH PLANS, A UNITED HEALTHCARE COMPANY, located at 2775 Crossroads Boulevard, Grand Junction; CO 81506:
- COMMUNITY DOMESTIC VIOLENCE PROGRAM PURSUANT TO 26-7.5-104 C.R.S. IF REPRESENTATION FROM SUCH PROGRAM IS AVAILABLE, called ADVOCATES CRISIS TRAUMA SURVIVOR SERVICES located at 580 Pershing Street, Craig, CO 81625;

SFY 2024-2025

#### NON-MANDATED PARTNERS

- **11. MOFFAT COUNTY YOUTH SERVICES DEPARTMENT (voting privilege)**, located at 1198 West Victory Way, STE 206, CO 81625;
- **12. FAMILY ADVOCATE, Sheryl Zulian (voting privilege),** located at 336 Bonderud Avenue, Craig, CO 81625:
- **13. NORTHWEST COLORADO HEALTH (voting privilege),** located at 940 Central Park Drive, STE 101, Steamboat Springs, CO 80487;
- 14. PARTNERS FOR YOUTH (voting privilege), located at 2673 Jacob Circle #1, Steamboat Springs, CO 80487;

WHEREAS, Colorado Revised Statutes (C.R.S.) Section 24-1.9-102(1)(a) authorizes the county department of human services/social services to enter memorandums of understanding with specific agencies for the purpose of promoting a collaborative system of local-level interagency oversight groups and individualized service and support teams to coordinate and manage the provision of services to children and families who would benefit from integrated multi-agency services; and

WHEREAS, the undersigned desire to enter into an agreement for the collaboration of services to families and children who would benefit from integrated multi-agency services; and

WHEREAS, the undersigned agencies include all of the agencies required by statute.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, and for their mutual benefit, the Parties agree as follows:

Term of the Agreement. This Memorandum of Understanding (MOU) shall be effective beginning July 1<sup>st</sup>, 2024 and shall expire June 30<sup>th</sup>, 2025.

Renewal of MOU. The Parties may renew this MOU annually, subject to mutual agreement. Each Party reserves the right to elect not to renew the MOU after the expiration of the current term. If any Party intends not to renew the MOU, it should give notice of such intent at least thirty (30) days prior to the expiration of the Agreement.

**I. Oversight Group.** The Parties agree that there is hereby created an Interagency Oversight Group (IOG) as authorized by C.R.S 24-1.9-102, that is identified locally as MoffatCounty IOG, whose membership shall be comprised of a local representative of each Party to this MOU. Membership requirements, the status of each Party as a voting member or advisory member, procedures for election of officers, procedures for resolving disputes, and procedures for the

#### MOU / 2 of 14

development of subcommittee groups can be found in the By-Laws/Procedure Guide ("By-Laws" or "Guide") attached hereto as a labeled Appendix A. By signing this MOU, the Parties agree to follow and review these by-laws annually to ensure all statutory and rule mandates are met. Any changes to the by-laws are considered a revision to the MOU and shall require new submission to the State with new signatures of all mandated and non-mandated partners.

**II. Target Population**. In recognition of the goals of the Collaborative Management Program (CMP), children, youth, and families across systems are identified and served according to their contact with collaborative programs. The CMP target population consists of at-risk children and youth ages birth through twenty-one (21) years of age and their families who would benefit from a multi-system integrated service plan or multisystem approach. An Individualized Service and Support Team (ISST) includes two (2) or more system representatives that are present to assist a child/youth/family with developing an integrated service plan directed by family needs. The ISST identifies goals and facilitates collaboration and is a family-driven model for service planning. The child/youth/family members are present at and participating in the development of their plan. Moffat County IOG serves their target population(s) directly through an ISST(s) called:

- > Moffat County Individualized Service and Support Team ("MC ISST")
- ▶ Family Engagement Meeting ("FEM")

Moffat County IOG may also serve children, youth, and families within their communities through the Collaborative Management Program by providing multi-system prevention program(s). The target population for these prevention programs consists of at-risk children and youth ages birth through twenty-one (21) years of age and their families who would benefit from a multisystem approach. A multisystem prevention program must include two (2) or more system representatives that establish a program that facilitates collaboration, and addresses needs not currently provided within the community.

- > Youth Resiliency Program
- ➢ Collaboration Consultation

**III. Services.** As authorized by Section 12 CCR 2509-4-7.303.32(A), Counties may elect to participate in CMP by entering a Memorandum of Understanding (MOU) that is designed to promote a collaborative system to coordinate and manage the provision of services to children, youth, and families who would benefit from an integrated multi-system approach to service and service delivery. The Parties agree to provide the following specific services, subject to the availability of funds for which the collaborative has authority as specified below.

Services Defined:

- The CMP's ISST Model 1 is called Moffat County Individualized Service and Support Team (MC ISST). It functions as an integrated service planning model with specific policies and procedures recorded in the attached Appendix C.
- The CMP's ISST Model 2 is called Family Engagement Meeting (FEM) It functions as an integrated service planning model with specific policies and procedures recorded in the attached Appendix C.
- The CMP provides a prevention program through the Youth Resiliency Prevention Program. The description is attached as a labeled appendix C. Prevention programs are mandated to meet at least one of the following: 1) multi-systemic approach; 2) multiple disciplines involved in the development or enhancement of the program; 3) multiple agencies involved in the delivery of the services; 4) program developed to reduce bifurcated services; or 5) joint approach benefiting children, youth and or families.
- The CMP provides a prevention program through the Collaboration Consultation Prevention Program. The description is attached as a labeled appendix C. Prevention programs are mandated to meet at least one of the following: 1) multi-systemic approach;
   2) multiple disciplines involved in the development or enhancement of the program; 3) multiple agencies involved in the delivery of the services; 4) program developed to reduce bifurcated services; or 5) joint approach benefiting children, youth and or families.

**IV. Authorization to Contribute Resources and Funding.** Each Party represents that it has the authority to approve the contribution of time, resources, and funding to solve problems identified by Moffat County IOG to create a seamless, collaborative system of delivering multi-agency services to children and families. The resources and funding to be contributed are identified in Section V: Funding Sources.

V. Funding Sources. Funding identified in this MOU may be a carryover from previous funding or savings, additional funding provided to the CMP program, or any funds directed towards CMP. Additional funding may become available during the term of this MOU and the Parties agree to comply with any terms, conditions, and restrictions on the funding made available to them. The Parties agree to financial risk sharing where commitments to support programs exceed the remaining monies available. The fiscal agent for Moffat County is Northwest Colorado Health (defaults to County Human Services/Social Service Departments) and by signing here (signature of fiscal agent) agrees to assume financial risk. The financial risk defaults to the fiscal agent unless otherwise stated here N/A. For this reason, Moffat County IOG projects a conservative budget based on currently available resources.

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Table of Resource Pooling	SFY 2024-2025	
CMP Carry Over/Reserve Funds	\$103,954.16	
Party	IN-KIND	CASH
1. COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES	\$ 2,500.00	\$
2. JUDICIAL DISTRICT PROBATION DEPARTMENT	\$ 4,300.00	\$
3. JUDICIAL DISTRICT COURT	\$ 500.00	\$
4. HEALTH DEPARTMENT	\$ 480.00	\$
5. SCHOOL DISTRICT(S)	\$ 4,520.00	\$
6. COMPREHENSIVE BEHAVIORAL HEALTH SAFETY NET PROVIDER	\$ 3,000.00	\$
7. BEHAVIORAL HEALTH ORGANIZATION ("BHO") or REGIONAL ACCOUNTABLE ENTITY ("RAE")	\$ 3,333.00	\$
8. DIVISION OF YOUTH SERVICES ("DYS")	\$1,100.00	\$
9. DESIGNATED MANAGED SERVICE ORGANIZATION FOR THE PROVISION OF TREATMENT SERVICES FOR ALCOHOL AND DRUG ABUSE PURSUANT TO SECTION 27-80-107, C.R.S. ("MSO")	\$ 3,000.00	\$
10. COMMUNITY DOMESTIC VIOLENCE PROGRAM PURSUANT TO 26-7.5-104, C.R.S. ("DVP")	\$ 3,000.00	\$
1,1. MOFFAT COUNTY YOUTH SERVICES DEPARTMENT	\$ 3,000.00	\$

TOTALS	\$	\$
14. PARTNERS FOR YOUTH	TBD	
13. NORTHWEST COLORADO HEALTH	\$7,562.00	
12. FAMILY ADVOCATE	\$300.00	

#### Approximate total contribution = \$143,035.19

#### VI. Reinvestment of Funds Saved.

Moffat County IOG has established a procedure to allow funds received by the CDHS, and allocated pursuant to CRS 24-1.9-104, to be reinvested by the Parties to provide appropriate services to children and families who would benefit from multi-agency services has been approved by the head or director of each Party, as documented in the By-Laws/Guide at Appendix A, Section X.

The Parties agree by signing this MOU that the Moffat County IOG will review the CMP budget regularly to ensure that CMP funds are being used to serve children, youth, and families that are involved in multiple systems or at risk of involvement in multiple systems. This includes funds being used to serve children, youth, and families who are part of an ISST, CMP prevention program or as a mechanism to increase collaboration among Parties.

VII. Collaborative Management Processes. Pursuant to section 24-1.9-102(2)(e), C.R.S., Moffat County IOG has established a collaborative management process addressing risk sharing, resource pooling, performance expectations, outcome monitoring, and staff training. This management process shall be utilized by the ISSTs and CMP Prevention Programs when providing services to children and families serviced by the parties to this MOU, designed to reduce duplication and fragmentation of services, increase the quality, appropriateness, and effectiveness of services delivered to families, and encourage cost sharing among services providers. All of which can be found in the By-laws/Procedure Guide attached as Appendix A. By signing this MOU, the Parties agree to follow and review these by-laws annually to ensure all statutory and rule mandates are met.

#### VIII. Collaborative Management Program Elements.

Pursuant to section 24-1.9-102(2)(e), the parties agree to implement collaborative management processes (VII) in order to:

A. Reduce duplication and eliminate fragmentation of services provided to children, youth, and families who would benefit from integrated multi-agency services. The Parties will reduce duplication and fragmentation of services by: The MC IOG has identified a family meeting/staffing model and shared decision-making to reduce duplication and fragmentation of services. All agencies involved with the referred families are invited to the staffing through the MC ISST. During the staffing, the MC ISST works as a team with the family to identify strengths, areas of concern, where the family is currently receiving services, and gaps in services and needs. The team then brainstorms ideas and identifies resources needed to reach the family's confirmed goals. The ISST then works together to create an Action Plan that is necessary for reaching the youth/family's goal to help them become successful. Throughout this process, cost-sharing and non-duplication of services are addressed, and an integrated service plan is created. Case Management is the responsibility of the CMP Coordinator.

This model also centers on a philosophy of family voice and choice. All new MC ISST members are trained in the above philosophy and methods to help reduce duplication and fragmentation while increasing effectiveness, appropriateness, and cost-sharing amongst the agencies.

B. Increase the quality, appropriateness, and effectiveness of services delivered to children and families who would benefit from multi-agency services, to achieve better outcomes; the Parties will increase the quality, appropriateness, and effectiveness of services delivered through Moffat County Individualized Service and Support Team (MC ISST) and incorporates a Wrap Around Model within each staffing. The 10 Guiding Principles are:

## **10 Principles of the ISST Process**

- 1. <u>Family voice and choice</u>: Family and youth/child perspectives are intentionally elicited and prioritized during all phases of the wraparound process. Planning is grounded in family members' perspectives, and the team strives to provide options and choices such that the plan reflects family values and preferences.
- 2. <u>**Team-based:**</u> The wraparound team consists of individuals agreed upon by the family and committed to them through informal, formal, and community support and service relationships.

- 3. <u>Natural supports:</u> The team actively seeks out and encourages the full participation of team members drawn from family members' networks of interpersonal and community relationships. The wraparound plan reflects activities and interventions that draw on sources of natural support.
- 4. <u>Integration</u>: Team members work cooperatively and share responsibility for developing, implementing, monitoring, and evaluating a single wraparound plan. The plan reflects a blending of team members' perspectives, mandates, and resources. The plan guides and coordinates each team member's work towards meeting the team's goals.
- 5. <u>Community-based</u>: The wraparound team implements service and support strategies that take place in the most inclusive, most responsive, most accessible, and least restrictive settings possible; and that safely promote child and family integration into home and community life.
- 6. <u>Culturally competent</u>: The wraparound process demonstrates respect for and builds on the values, preferences, beliefs, culture, and identity of the child/youth and family, and their community.
- 7. <u>Individualized</u>: To achieve the goals laid out in the wraparound plan, the team develops and implements a customized set of strategies, supports, and services.
- 8. <u>Strengths-based</u>: The wraparound process and the wraparound plan identify, build on, and enhance the capabilities, knowledge, skills, and assets of the child and family, their community, and other team members.
- 9. <u>Persistence</u>: Despite challenges, the team persists in working toward the goals included in the wraparound plan until the team reaches an agreement that a formal wraparound process is no longer required.
- 10. <u>Outcome-based</u>: The team ties the goals and strategies of the wraparound plan to observable or measurable indicators of success, monitors progress in terms of these indicators, and revises the plan accordingly.

Adherence to the agreed-upon governance and structure including the mission, shared values, ongoing monitoring of agency mandates and funding streams, establishment of common data collection and information sharing strategies, and continuous quality improvement efforts. The quality, appropriateness, and effectiveness of services are also accomplished through consistent representation at each Moffat County IOG and ISST meetings.

C. Encourage cost-sharing among service providers. The Parties will encourage costsharing through in-kind contributions and collaboration among members and community partners to implement action plans of the MC ISST. Further cost-sharing

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will occur when program implementation is approved by MCIOG to provide a strong continuum of services.

Cost-sharing is also addressed at both the family plan level and the program level. Partners of this MOU regularly discuss and approve cost-sharing measures to ensure a strong continuum of services. This is evidenced in the blending and braiding that takes place to fund the ISST services.

#### IX. Process Measures.

Please select <u>all</u> the process measures that the CMP site will attempt to achieve. Each CMP site must select at least three (3).

- IOG meeting attendance (all partners signing MOU attending 75% of the time at 75% of scheduled meetings);
- Family agency or member participation on the IOG as a voting member;
- Seventy-five (75%) percent of the agencies contribute resources at a service level, either in-kind or actual funds;
- Use of Evidence-Based or Evidence-Informed practices;
- Process of Continuous Quality Improvement used by the IOG;
- $\boxtimes$  Evidence of cost-sharing
- Cost Sharing will be documented at the client level, including supporting documentation on an Excel Spreadsheet and (ISST case notes or client file)

#### X. Data.

The Parties agree to use either the State-provided Efforts to Outcomes (ETO) database and/or the Comprehensive Child Welfare Information System (CCWIS)/Trails for data collection for CMP-served clients. ETO shall be used for non-child welfare children, youth, and families to track participation. Trails or CCWIS databases shall be used for all Child Welfare CMP-served children, youth, and families.

The Parties agree by signing this MOU that the attestation statement shall be completed and the Parties shall comply with <u>Operational Memo OM-DCP-2024-0001</u>. The CMP site is responsible for ensuring there is no duplication of clients entered into ETO and/or Trails. Duplication is defined as a child, youth, or family that is counted twice for the same ISST meeting or prevention program and recorded in one (1) or more CMP data system(s). A child, youth or family may be counted for multiple service episodes supported by several multi-system partnerships.

An outcome must be determined and documented for each client supported by an Individualized Service and Support Team (ISST). The CMP State Steering Committee establishes the outcomes and measurements for each CMP site to choose from.

**XI.** Confidentiality Compliance. The Parties agree that State and Federal law concerning confidentiality shall be followed by the Parties and Moffat County IOG. Any records used or developed by Moffat County IOG, its members, a listed ISST, or a listed Prevention Program that relate to a particular person are to be kept confidential and may not be released to any other person or agency, except as provided by law. The Parties have developed a release of information that addresses the confidentiality needs of all Parties attached as Appendix D.

**XII. Termination of MOU.** The Parties acknowledge that withdrawal from this MOU of any Mandated Party shall result in the automatic termination of this Agreement and termination of the collaborative system of delivery of services developed hereunder. The withdrawing Party shall assist the other Parties to achieve an orderly dissolution of the collaborative system with as little disruption as possible in the delivery of services provided to children and families who would benefit from multi-agency services.

- **A.** Withdrawal/Termination. Any Party may withdraw from this Agreement at any time by providing 30 days written notice to all other Parties.
- **B.** For Loss of Funds. Any Party may withdraw from this Agreement or modify the level of its commitment of services and resources hereunder, in the event of loss or reduction of resources from its funding source identified herein. Any Party withdrawing due to loss of funds will provide notice of withdrawal in writing within 30 days.
- C. Distribution of Funds. The Parties have established a collaborative management process addressing the distribution of funds if the MOU is terminated as further described in the by-laws/procedure guide. Appendix A. XIII. Termination of Funds

IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives have executed this Memorandum of Understanding and commit to all elements described above, effective for the dates written above. (Please note scanned and electronic signatures, with an attached digital receipt, are acceptable).

#### Interagency Oversight Group Members

#### MANDATED PARTNERS

#### 1. COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES

Name and Title: Tony Bohrer, Chair, Board of County Commissioners and Board of Human Services of Moffat County

Address:1198 West Victory Way, STE 204 City/State/Zip: Craig, Colorado 81625 Phone: (970) 824-5517

Email:tbohrer@moffatcounty.net

Signature:

Name and Title: Kristin Grajeda, Director, Agency: Moffat County Department of Human Services Address: 1198 West Victory Way, STE 204 City/State/Zip: Craig, Colorado 81625 Phone: (970) 824-8282 ex. 2027 Email: Kristi

Email: Kristin.grajeda@state.co.us

Signature:

#### 2. JUDICIAL DISTRICT PROBATION DEPARTMENT

Name and Title: Timothy Griffith Agency: 14<sup>th</sup> Judicial Probation Department Address:1955 Shield Drive City/State/Zip: Steamboat Springs, Colorado 80487 Phone: (970) 879-5020

Email: timothy.griffith@judicial.state.co.us

Signature:

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:

;

#### 3. JUDICIAL DISTRICT COURTS

Name: Michael O'Hara Agency:14th Judicial District Chief Judge Address:1198 W Victory Way City/State/Zip: Craig, Colorado 81625 Phone: (970) 879-5020

Email: michael.ohara@judicial.state.co.us

Signature:

#### 4. HEALTH DEPARTMENT

Name and Title: Sarah Copeland, Moffat County Public Health Director Agency: Moffat County Board of Health Address:1198 West Victory Way, STE 110 City/State/Zip: Craig, Colorado 81625 Email: sarahcopeland@moffatcounty.net Phone: (970)291-8742

Signature:

#### 5. SCHOOL DISTRICT

Name and Title: Matthew Neal, Superintendent Agency: Moffat County School District, RE-1 Address:600 Texas Avenue City/State/Zip: Craig, Colorado 81625 Phone: 970 826-6262

Email: brad.matthew.neal@moffatsd.org

Signature:

#### **COMPREHENSIVE BEHAVIORAL HEALTH SAFETY NET PROVIDER** 6.

Name: John Sheehan, CEO of Mind Springs Health, Inc. Address:515 28 % Road City/State/Zip: Grand Junction, CO 81501 Phone: (970) 683-7085

Email:jsheehan@mindspringshealth.org

Signature:

## SFY 2024-2025

#### 7. BEHAVIORAL HEALTH ORGANIZATION/REGIONAL ACCOUNTABILITY ENTITY

Name and Title: Violet Willett, Director of Case Management Rocky Mountain Health Plans, A United Healthcare Company Address: 169 Inverness Drive West, Suite 400 City/State/Zip: Englewood, Colorado 80112 Phone: (720) 610-2959 Email: violet\_

Email: violet\_willett@uhc.com

Signature:

#### 8. DIVISION OF YOUTH SERVICES

Name and Title: Dave Lee, DYS Western Region Director Agency: Division of Youth Services Address:801 Grand Avenue City/State/Zip: Grand Junction, Colorado 81501 Phone: (970) 241-4886 Email: Da

Email: Dave.Lee@state.co.us

Signature:

#### 9. MANAGED SERVICE ORGANIZATION

Name and Title: Violet Willett, Director of Case Management Rocky Mountain Health Plans, A United Healthcare Company Address: 169 Inverness Drive West, Suite 400 City/State/Zip: Englewood, Colorado 80112 Phone: (720) 610-2959 Email: violet\_willett@uhc.com

Signature:

#### 10. DOMESTIC VIOLENCE PROGRAM

Name and Title: Jamie Fraipont-Daszkiewicz, Executive Director Agency: Advocates Crisis Trauma Survivor Services Address: 580 Pershing Street City/State/Zip: Craig, Colorado 81626 Phone: (970) 824-9709 Email: jamie.da

Email: jamie.daszkiewicz@MemorialRH.org

Signature:

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#### NON-MANDATED PARTNERS

#### **11. MOFFAT COUNTY YOUTH SERVICES DEPARTMENT**

Name and Title: Tara Wojtkiewicz, Youth Services Department Director Agency: Moffat County Youth Services Address: 1198 West Victory Way, STE 206 City/State/Zip: Craig, CO 81625 Phone: (970) 824-9150 Email: diversion@moffatcounty.net

Signature

#### 12. FAMILY ADVOCATE

Name and Title: Sheryl Zulian, Family Advocate Address: 336 Bonderud Avenue City/State/Zip: Craig, CO 81625 Phone: (970) 824-5558

Email: skzulian@outlook.com

Signature:

#### 13. NORTHWEST COLORADO HEALTH

 Name and Title: Stephanie Einfeld, Chief Executive Officer

 Address: 940 Central Park Drive, STE 101

 City/State/Zip: Steamboat Springs, Colorado 80487

 Phone: (970) 871-7625

 Email: seinfeld@northwestcoloradohealth.org

Signature:

#### 14. PARTNERS FOR YOUTH

Name and Title: Lindsay Kohler Executive Director Address: 2673 Jacob Circle #1 City/State/Zip: Steamboat Springs, Colorado 80487 Phone: (970) 879-6141 ex.308 Email: lindsay@partnersyouth.org

Signature:





Moffat County Interagency Oversight Group (MCIOG)

## **APPENDIX A**

## Moffat County Interagency Oversight Group ByLaws

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#### I. NAME

The name of this committee shall be the Moffat County Interagency Oversight Group (MCIOG).

#### **II. MISSION**

The mission of the MCIOG is, "Community Collaboration to Empower Youth and Families." The MCIOG is a collaborative interagency group that promotes the welfare of children and families through the development of sustainable partnerships that provide integrated, quality services that are individualized, strength-based, involve family voice and choice, and are culturally sensitive. We share the mission in an effort to reduce and prevent duplication of services and further entrance or engagement with the legal and court systems; and to increase shared responsibility, resources, and decision-making to serve Moffat County families with youth 0-21 years of age.

#### **III. PURPOSE**

A. <u>System Collaboration</u>: To establish a collaborative approach to the delivery of services that will increase the quality, appropriateness, and effectiveness of services and achieve better outcomes; and to comply with Colorado's HB 1451 regarding the Collaborative Management of multi-agency services provided to children and families.

**B.** <u>Service Delivery:</u> To reduce duplication and eliminate fragmentation of services provided to children and families. This will be done by facilitating and promoting the integration of the Individualized Service and Support Team (ISST), which coordinates and manages the provision of services to children and families who would benefit from integrated multi-agency services. And to allow the organizations providing treatment and services to provide appropriate services to children and families within existing consolidated resources.

**C.** <u>Evaluation, Outcome Monitoring, and Technology:</u> To review, on an ongoing basis, the effectiveness of programs including outcomes, and to make recommendations for Continuous Quality Improvements consistent with the mission and goals of the CMP. To access and make recommendations regarding the technology needs involved in collaborative management.

#### **IV. MEMBERS**

#### A. MCIOG Mandatory Signer Membership Composition (10)

- 14th Judicial District Courts
- 14<sup>th</sup> Judicial District Probation Department
- Mind Springs Health
- Colorado Health Partnerships (BHO)
- West Slope Casa (MSO)
- Moffat County Department of Human Services
- Moffat County Public Health
- Moffat County School District, RE-1
- Division of Youth Services
- Advocates Crisis Trauma Survivors Services

#### **B. MCIOG Non-mandatory Signer Membership Composition (4)**

- Moffat County Youth Services Department
- Family Advocate
- Northwest Colorado Health
- Partners For Youth

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- Moffat County Board of Health
- Moffat County School District, RE-1
- Division of Youth Services
- Advocates Crisis Trauma Survivors Services

#### B. MCIOG Non-mandatory Signer Membership Composition (4)

- Moffat County Youth Services Department
- Family Advocate
- Northwest Colorado Health
- Partners For Youth

Voting Members of the IOG shall consist of the voting partners listed in the annual Memorandum of Understanding.

Non-voting community partners: If a community partner joins the IOG mid-year, they will remain a non-voting member until the beginning of the next fiscal year. The IOG will also include any non-voting community partners who are identified as such in the MOU. Potential additional partners shall submit in writing a statement of interest for membership to the Chair or Vice-Chair of the MCIOG. A subsequent meeting will be set by the Chair and or Vice-Chair with any new applicant within 30 days of their acceptance as a member to review the MCIOG goals, processes, and expectations for membership. The Agenda will include a line item for an informal interview by all the IOG members

#### C. Moffat County IOG Responsibilities

An MCIOG member shall perform his or her duties, including duties as a member of any subcommittee upon which the member may serve, with care and good faith, supporting the mission, goals, and objectives of the MCIOG. At a minimum, these include:

- Read, provide feedback, and engage in ALL IOG meetings. Implement the Rules and Regulations of the MCIOG MOU yearly.
- Engage in the outcomes process that must be tracked for any CMP client served through an ISST
- Engage in conversations specific to the outcomes that the IOG would like to work toward, community needs the IOG would like to impact that may not listed and what outcomes are we not tracking and why?
- The member should have the ability and authority to represent their agency or organization that serves the needs of children and families living within Moffat County.
- The authority to approve the contribution of time, resources, and/or funding to solve problems.
- Agreement to serve as the single voting representative from their agency, organization, or association approved with voting privileges.
- Signers to the MOU may approve to designate an individual as a representative for their agency at meetings by submitting a proxy letter.
- Regular attendance and active participation in meetings 75% of the time.
- Serve on at least one subcommittee (depending on need and current subcommittee work being engaged in through MCIOG). If current subcommittee work is active, then new members must participate in at least one subcommittee within three months of becoming a member
- Attend scheduled strategic planning sessions when applicable
- Comply with C.R.S Section 24-1.9-101-104 (House Bill 04-1451), including the MOU
- Be informed of and vote on matters coming before the MCIOG, including the election of officers
- Receive their own money from the State and define the procedure allowing for the reinvestment of money saved
- Determine the use of the MCIOG allocations
- Data compliance into TRAILS
- Determines how to measure cost savings

#### **D.** Alternate Designation

An MCIOG member may designate an alternate to represent his or her interests on matters that come before the MCIOG. Alternates may participate in deliberations, decisions, discussions, and votes. Mandatory signers of the MOU may designate a representative by submitting a letter designating an individual or the completion of a proxy. This must be completed each fiscal year.

#### E. Conflict of Interest

Any MCIOG member who is present at a meeting at which any matter is discussed in which s/he has a private pecuniary or property interest shall declare that s/he has a potential conflict of interest to the committee. S/he shall refrain from attempting to influence the decisions of the other members of the governing body in a voting matter. S/he also may not vote in respect to such a manner. Furthermore, any MCIOG member who has any other specific or identified conflict of interest with another member agency or direct MCIOG member that prevents fair and unbiased collaboration or ability to maintain member duties shall notify the Chair or Vice-Chair, of the conflict to work towards a resolution.

#### F. Member Termination/Resignation

Consistent non-compliance with "Member Duties" by non-mandatory MCIOG members may be subject to termination. The Chair or Co-Chair will reach out to the non-compliant member to discuss termination.

Termination requests will be submitted to the board for decision. The Chair or Vice-Chair shall provide written notice of any termination. If a non-mandatory MCIOG member wishes to relinquish membership at any time, written notification should be submitted to the Chair or Vice-Chair.

#### G. Voting

Each membership (mandatory and non-mandatory) is allocated one vote per the identified member representative. Agencies that represent more than one entity in membership (ie Behavioral Health Organization (BHO) or Regional Accountable Entity (RAE) called Rocky Mountain Health Plans, A United Healthcare Company

also represents the Designated Managed Service Organization (MSO), Probation Department represents 14<sup>th</sup> judicial District Probation and Court) shall only be allocated one vote regardless if all agencies are represented. The CMP coordinator does not have a vote. A majority vote by a quorum shall constitute the voice and decisions of the MCIOG. A quorum is defined as 51% of voting members. The Chair shall not vote on decisions unless the vote is needed to break a tie. All voting protocols or procedures will apply to telephonic attendance. Emergency voting may occur via email if all information is transmitted to all members in a timely manner. Moffat County's IOG will comply with all the Sunshine Law requirements.

#### V. OFFICERS

#### A. Officers

The officers of the MCIOG shall be the Chair and the Vice-Chair. Additional officers may be elected or appointed by the MCIOG if the need is collectively identified and voted on for approval. No individual may hold more than one office at a time. Officers must comply with the terms and conditions of House Bill 1451 MOU.

#### **B.** Nominations and Elections

A current member of the MCIOG may nominate any member of the MCIOG in good standing (who meets all membership requirements from the previous year) for the Chair and Vice-Chair. Elections will occur at the first business meeting after the State Fiscal Year (SFY). Elections shall occur by majority vote by the MCIOG members.

#### C. Term of Office

Terms shall begin at the close of the meeting with which officers were voted in and shall last one year. Officers may be re-elected to serve an unlimited number of additional terms.

#### **D.** Power and Duties

It shall be the Chair's responsibility to:

- Preside each IOG meeting.
- Keep the MCIOG members informed of pertinent matters related to their responsibilities and duties.
- Set the meeting agendas for all meetings, unless otherwise directed in collaboration with the Vice-Chair.
- Represent the MCIOG and be the spokesperson for the MCIOG at governmental, community, or other meetings, or designate another MCIOG member in the Chair's absence if needed.
- Sign approved letters and other official documents on behalf of the MCIOG.
- Lead performance evaluation of the CMP Coordinator
- Works directly with the fiscal agent
- Directs work expectations of the CMP with the guidance of the IOG members

It shall be the Vice Chair's responsibility to carry out all duties of the Chair in the Chair's absence.

#### E. Removal of Officers

Any officer elected by the MCIOG may be removed by an MCIOG majority vote during any scheduled meeting, with written notice. Anyone on the IOG can bring forward a conflict of interest. The written letter must be added to the Agenda for the next scheduled meeting. Written notice to remove the Chair should be provided to the Vice-Chair and written notice to remove the Vice-Chair should be provided to the Chair to then be added to the next scheduled IOG Meeting Agenda.

#### F. Vacancy of Chair or Vice Chair

If a vacancy occurs for the Chair, the Vice-Chair shall become the Chair for the remainder of that term, or until a new Chair can be voted in by a majority vote. If the Vice-Chair is vacant, the MCIOG may nominate a new candidate to be voted in through a majority vote, to then serve the remainder of the term.

#### VI. MEETINGS

Meetings shall occur regularly at locations and times as scheduled and agreed upon by the MCIOG. The frequency shall be no less than once every 2 months. Special sessions may be called by the Chair, Vice-Chair, or other MCIOG members as needed.

#### VII. DISPUTE RESOLUTION

A dispute will be submitted in writing to the Chair. The Chair will then attempt to resolve the dispute by facilitating discussion and seeking a solution through consensus agreement. If a consensus agreement is not reached, the members will vote on the issue and recommendations will be made to the department head of each participating agency. The department head of each agency will have final authority concerning personnel and fiscal matters related to their contribution and participation in the project.

#### VIII. SUBCOMMITTEES

#### A. Establishment

Subcommittees may be established by the Chair to serve the special interests, goals, or objectives of the program.

#### **B.** Members

Each subcommittee shall consist of a Chair and at least two additional members.

#### C. Subcommittee Chair's Power and Duties:

- Set the subcommittee agenda and preside
- Hold at least one meeting every two months until the task or objective is accomplished
- Address the goals and objectives of the subcommittee
- Review and approve subcommittee minutes prior, then provide minutes to the MCIOG Chair
- Report any progress, and outcomes to the MCIOG
- It is up to the IOG if the task or objective is accomplished

#### IX. STAFF

#### A. Collaborative Management Program (CMP) Coordinator

The MCIOG shall utilize its funding to hire a CMP Coordinator or to create/fund this position through an MOU from within its membership. The CMP Coordinator shall serve as staff to the MCIOG and as the ISST Facilitator. Additional duties shall include:

- All duties will be voted on or assigned by the MCIOG
- Conduct research, and prepare data and reports for submission to the state per HB 1451 guidelines.
- Support coordination and communication efforts of the MCIOG, and the Chair (i.e. communicate meetings, agenda support, and other as-needed administrative support to the MCIOG).
- Attend all MCIOG meetings.
- Take minutes at all meetings and distribute them to the MCIOG members as defined by the process of communication with the Chair.
- Maintain member rosters for MCIOG and subcommittees.
- Maintain files or documents appropriate or needed for the functioning of the MCIOG.
- Facilitate ISST support team staffing and associated processes and documentation needs.
- Assist in the development and implementation of monitoring and or tracking of procedures, outcomes, etc.
- Maintain ISST bylaws and revisions, as well as the MCIOG bylaws and revisions.

#### **B. Fiscal Agent**

- The Department of Human Services will receive funds from the CFMS and 100% will be passed on to the fiscal agent to be overseen by the IOG. The MCIOG shall designate a fiscal agent each June before the beginning of the State Fiscal Year (SFY). The MCIOG shall enter into an MOU with the local fiscal agent with the terms recommended by the state which could include a cost for services.
- The IOG will develop a budget based on the approved needs of the Moffat County IOG. A proposed budget will be presented to the IOG for a vote on an annual basis or when new monies are received The services provided by the fiscal agent include:

- Monthly monitoring and tracking of expenditures and revenue
- Monthly reporting to the MCIOG Chair and members
- Facilitation and coordination with CMP Coordinator, Northwest Colorado Health & MCIOG, and as needed for funding receipts and expenditures

#### C. Employer of Record

All accounts and records of the MCIOG and its subcommittees shall be open to the public at all reasonable times. Exceptions are permitted where a specific determination is made by the MCIOG that there is a legitimate public purpose achieved by withholding a document concerning legal, personnel, or proprietary information, as outlined in the Colorado Open Meetings Law and Colorado Open Records Act.

#### X. REINVESTMENT OF MONEY SAVED

Individualized agency savings will be kept by the agency and used to support staff participation and in-kind contributions to the HB 1451 process. Earned dollars will be housed at Northwest Colorado Health and will be utilized to fund the HB 1451 Coordinator's salary and support the implementation of MCISST and MCIOG decisions. Collaborative Management funds received by the DHS and allocated pursuant to CRS 24-1.9-104 will be reinvested in the IOG to provide appropriate services to children and families who would benefit from multi-agency services and support staffing. Funding requests will be accepted once per year. Funding requests can be used to finance positions and/or services that benefit children, youth, and families in a way that if the position/service did not exist, the results would be a bifurcated system and a burden would be placed on multiple systems. Funding requests must follow the established format and include a thorough explanation of:

- The target population and unmet needs within the community
- How the position/service will reduce duplication and eliminate fragmentation of services provided to children
  and families who would benefit from integrated multi-agency services, increase the quality, appropriateness,
  and effectiveness of services delivered to children and families who would benefit from integrated multiagency services to achieve better outcomes for those children and families and encourage cost-sharing
  among service providers.
- Identified barriers to implementation and plans for sustainability without CMP funds
- Identified goals, objectives, and measurements that will show when a goal/objective is met
- Budget expenses and in-kind/cost-sharing matches

The MCIOG shall make determinations as to the investment of funds by a majority vote into program areas or to agencies providing CMP services. Investment shall be based on priority needs as identified in program goals and strategic planning.

**Operating Reserve**-The partners agree to protect against the risk of financial insufficiency to build, plan for, and maintain an operating reserve equal to the cost of conducting the business of the partnership for a minimum of one (1) year of salary for the CMP Coordinator and six months of ISST youth staffing expenditures whenever the fiscal environment allows it. A one (1) year fiscal sustainability plan will be formed based on current funds using current-year funding levels.

The IOG has complete authority over funding to make adjustments to sustain the plan throughout the fiscal year based on current Collaborative Management Program funds and budget.

#### XI. RISK SHARING

Legal and financial risk is fully assumed by each partner agency that supplies a service to children and families being served by the MCIOG. This thereby releases the MCIOG and its individual members of specific liability. Any community partners who receive funds from the MCIOG must provide in their funding request that they have legal and financial means before funds are dispersed. At a minimum of two times per fiscal year, MCIOG will receive an expenditure report compiled by the fiscal agent. The report will include current reserves, expenditures, spending trends, and a fiscal sustainability plan. The Fiscal Agent shall be responsible for ensuring that funds are spent in compliance with state, federal, and statutory guidelines.

#### XII. RESOURCE POOLING

All members of the MCIOG (mandated and non-mandated) agree, at minimum, to provide their time at designated MCIOG meetings to discuss the procedure, policy, best practices, protocols, and community needs. Any additional in-kind costs and time will be documented appropriately in the MOU. Each referred family in Moffat County will participate in the family MCISST staffing model/meeting. As the action plan is developed and implemented, each member of the MCISST is encouraged to work together to share costs and time associated with services that are needed for a family. To build effective and efficient ways to pool resources, blending and braiding of funding will be utilized as it is a part of the system's framework.

This is specific to each action plan and organized by the MCIOG CMP Coordinator/ISST Facilitator.

These situations will be documented in the Annual Report to the Colorado Department of Human Services and full expenditure reports to the IOG.

#### XIII. TERMINATION OF FUNDS

In the event a mandatory member as defined by Statute, 24-1.9-102 (1)(a) should resign from the Moffat County IOG, an emergency meeting of ALL IOG members will be called within seven days to vote upon distribution of remaining funds. The withdrawing party does not have a say in how the funds are spent. The Parties acknowledge that withdrawal from this MOU of any Mandated Party shall result in the automatic termination of this Agreement and termination of the collaborative system of delivery of services developed hereunder. To the best of their ability, the withdrawing party will stay until the end of the Fiscal Year. The withdrawing party shall assist the other Parties to achieve an orderly dissolution of the collaborative system with as little disruption as possible in the delivery of services provided to children and families who would benefit from multi-agency services The MCIOG shall make determinations as to the investment of funds by a majority vote into program areas or to agencies providing CMP services. Investment shall be based on priority needs as identified in program goals and strategic planning. This is an ongoing process and conversation to impact system involvement by providing resources, services, and support to those in need of multi-agency services.

This is outside of the operating reserves referenced in X. Reinvestment of Moneys Saved.

#### **XIV. EXPECTATIONS**

The goal of the MCIOG is to work in a coordinated and efficient approach to serve the needs of the children and families in Moffat County to ensure they have the skills, resources, services, assistance, and support needed to engage in meaningful, positive, healthy, and productive lives in the community. The MCIOG strongly supports evidenced-based practices, services, and programming that support the above goal. All members (mandated and non-mandated) of the MCIOG and MCISST and any associated subcommittees agree to uphold this in all functions, duties, and services provided through this collaboration.

#### **XV. OUTCOME MEASUREMENT**

Outcomes will be tracked for any Collaborative Management Program client that was served through an Individualized Service and Support Team (ISST). Each individual client must be linked to one of the 14 outcomes either in child welfare, juvenile justice, education, health/mental health, or family domain.

All outcomes will be tracked in ETO through the ISST touchpoint. All outcomes, except those in the family outcome domain, are measured within the three-month timeline of the ISST.

The IOG will have discussions about the outcomes regularly.

#### **XVI. STAFF TRAINING**

As new MCIOG members are added to the roster, the CMP Coordinator and MCIOG Chair will ensure the necessary board training and resources are provided to obtain participation. All designated delegates for membership will ensure their alternate attendees receive the appropriate onboarding training processes and resources to act on the agency's behalf (ie understanding all roles, responsibilities, and expectations). Other training needs and opportunities will be assessed by the MCIOG members for appropriateness and relevance to the stated goals, mission, and financial parameters of the CMP state guidelines.

The CMP Coordinator attends applicable trainings yearly, and any trainings local and regional that apply to the position such as family engagement facilitation training. Both the IOG and the CMP Coordinator meet annually for a

Strategic Planning meeting to ensure effective communication around the participation and engagement of CMP partners and expectations of the process and procedure for onboarding new CMP Partners. It is the responsibility of the MCIOG to train staff at least once a year on programming.

#### **XVII.** PARLIAMENTARY AUTHORITY

The rules contained in the most current edition of Robert's Rules of Order shall govern the MCIOG and its subcommittees in all cases to which they apply and in which they are not inconsistent with these bylaws, any special rules of order the MCIOG may adopt, or as otherwise provided by law.

#### XVIII. AMENDMENT OF BYLAWS

These bylaws may be approved or amended in whole or in part by a majority vote by a quorum of the MCIOG voting members present during a regularly scheduled meeting provided any proposed changes to the bylaws are distributed in written form to ALL members at least ten days before the meeting at which action is to be taken on the proposed changes. Changes to the bylaws may be made at any time, but they cannot be enacted until the next SFY. A guorum is defined as 51% of the voting members of the MCIOG.

#### XIX. VERIFICATION

The IOG members verify that the foregoing document is a true and accurate copy of the bylaws of the Moffat County IOG, which was approved at a meeting at the IOG held on the 14<sup>th</sup> day of May 2024.

Adopted May 12, 2015 Revision May 10, 2016 Revision May 9, 2017 Revision May 8, 2018 Revision May 14, 2019 Revision March 9, 2021 Revision April 12, 2022 Revision May 9, 2023 Revision May 14, 2024

# APPENDIX B MOFFAT COUNTY ISST

# POLICIÉS AND PROCEDURES & BROCHURES



**Revised-April 2024** 

## **ISST Quick Overview**

## Individualized Service and Support Team (ISST) Structure and Principles:

An ISST is a mandated component of the Collaborative Management Program (CMP) legislation via House Bill 04-1451. The Collaborative Management Program was implemented in Moffat County in 2006. A key mission of CMP is to coordinate, manage, and integrate the provision of services and supports to children, youth, and families across systems.

## What is an Individualized Service and Support Team (ISST)?

An ISST is a collaboration among agencies/individuals who meet with eligible youth and their families who are involved in or would benefit from integrated multi-agency services. The TEAM assists them in identifying needed resources and services and improving the efficiency and availability of services identified. Specific ISST goals are to:

- provide support and/or services to eligible youth who have or need involvement with multiple systems or agencies or who may need access to their services and supports
- increase the quality, appropriateness, and effectiveness of services
- achieve better outcomes for youth who need services
- encourage cost-sharing among service providers
- reduce duplication and fragmentation of services among service providers
- connecting families to services and supports in a 2Gen approach aimed at holistically serving families, increasing positive outcomes, nurturing self-sufficiency, and fostering resiliency based on strengths

## Who is Eligible for ISST Services?

Referred youth need to meet the following criteria (families of referred youth are also eligible for services if a need for those services is identified in the wraparound plan and supports a positive outcome for an eligible youth):

- require support or services in areas that limit independence and/or functioning and/or may impede their ability to participate in daily activities at home, school, or in the community;
- be between the ages of birth to the day the youth turns age 21;
- have involvement in the department of human services, health/mental health/education/juvenile justice agencies;
- be a voluntary and willing participant in the process;
- have exhausted all other likely sources of funding (if asking ISST for financial assistance).

## Who Are the Members of the Individualized Service and Support Team?

The ISST is required to be composed of representatives from the mandatory signatories to the HB-1451 Collaborative Management Memorandum of Understanding (MOU), family members, and

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family advocates. Family member(s) at an ISST may be the child or youth, the child(s) or youth(s) biological or adoptive parent(s), stepparent(s), foster parent(s), grandparent(s), legal guardian(s), sibling(s), extended family, kinship giver(s); friends or others as included by the family.

Team members include representatives from youth servicing agencies, including—but not limited to—Moffat County Department of Human Services, 14<sup>th</sup> Judicial District Probation Department, Law Enforcement, Northwest Colorado Health, Mind Springs Health, The Health Partnership, Division of Youth Services, Moffat County Youth Services, Moffat County School District, Advocates Crisis Trauma Survivors Services, Moffat County Public Health, Boys and Girls Club of NW Colorado, Northwest Colorado Center for Independence, and others as deemed appropriate. The ISST also seeks the active participation and expertise of parents, extended family, and other support systems specific to each youth.

### **ISST Member Commitment Expectations**

ISST members are asked to review e-mailed referrals in advance of each meeting. Occasionally, members may also be asked to participate in other e-mail correspondence with the facilitator, IOG, and/or other ISST members regarding miscellaneous issues affecting youth/families who are participating in the ISST process.

The Moffat County IOG recognizes that this is a voluntary position and sincerely appreciates the dedication of those willing to serve on the team. The value and effectiveness of the ISST process depend heavily on participation from the community.

Appointed members are asked to make a sincere commitment to attending and participating in meetings, or send a representative in their place.

## **ISST Member Confidentiality Agreements**

The quality and integrity of the ISST process rely heavily on the youth/families' information they share with the ISST and will remain confidential. As such, all appointed ISST members are required to sign an agreement stating they will maintain strict confidentiality regarding all cases discussed by the Team.

### **ISST Decision-Making Policy**

Every effort is made to reach a consensus. Consensus is understood as:

Although some may not be in complete agreement, the proposal is within acceptable limits and all can agree to support it

When all cannot come to a consensus, the concerns of those who do not agree with the majority are heard and an effort is made to modify the proposal to accommodate diverse areas of expertise and opinion.

If attempts to achieve consensus by modifying the proposal are not successful, the issue will be decided by a majority vote. The record will show whether the proposal was adopted or not adopted, but that the decision was not unanimous and the names and opinions of those who support or do not support the decision will be recorded. The ISST facilitator shall only participate in a vote in the case of a deadlock.

## What Happens at an ISST Meeting?

The ISST meeting format strives to ensure that youth/family strengths are considered in the development of all services. Families have a primary decision-making role in the care of their children. Youth and their families are full participants in the ISST process in identifying resources and services that will work best for them. This includes choosing culturally and linguistically competent supports, services, and providers; setting goals; designing, implementing, and evaluating programs; monitoring outcomes; and partnering in funding decisions. Family Voice and Choice are prioritized during all phases of the wraparound process. Planning is grounded in family members' perspectives, and the team strives to provide options and choices such that the plan reflects family values and preferences. Though the process may vary depending on the case, the general format of an ISST meeting is as follows:

- Welcome;
- Brief introductions;
- A reminder of confidentiality agreements signed by the team member representing their agency;
- Permission from the family to share information;
- Background information is reviewed from the ISST referral form and additional information may be presented at this time;
- Identify strengths of the child/family to be used for developing services;
- Confirm youth/family needs and intended outcome of the meeting (What is the purpose or goal of the ISST referral/request?);
- Discuss complicating factors, concerns, barriers, and gaps to obtaining services
- Brainstorm resources and options the family may want/need to consider in meeting their stated needs/goals;
- Develop a specific integrated plan for the provision of services and/or allocation of funds;
- Assign reasonable and agreed-upon deadlines to the action items;

Determine a schedule for follow-up if needed. The ISST Facilitator may ask members to take responsibility for follow-up on certain action items. The Facilitator will connect with the client and the ISST member to ensure needs are met.

## How Do I Refer Someone to the ISST?

To refer a youth to the ISST please contact:

Susie Coleman, CMP Coordinator Phone: (970) 871-7684 Email: <u>scoleman@northwestcoloradohealth.org</u> FAX: (970) 824-2548

## Making a Referral to the ISST?

The referring agency staff is responsible for completing the referral paperwork and getting the Consent to Release Information form signed by the family. For a referral to be scheduled for staffing, **the referral form and consent form must be received.** When possible, the ISST Facilitator will be invited to meet with the referral party to explain the process and answer any questions. The referral will then be distributed to the ISST Team by the ISST Facilitator. Any ISST member may respond to the referral with additional information.

The referring staff will be responsible for:

• The referring party/agency is responsible for ensuring that the Referral and Consent to Release Information forms are complete upon submission and attending an ISST meeting to support the family.

#### ISST Referrals are triaged through a three-tiered lens:

**Tier 1:** A youth and their family may need to be connected to services and support in the community. The referent and CMP Coordinator brainstorm and identify appropriate resources, services, and supports and associated cost-sharing and/or flex funds requests as necessary. The CMP Coordinator then reached out to appropriate funders and/or grants.

**Tier II:** The need for short-term services or support is identified. The ISST determines if the youth and family are involved in or would benefit from integrated multi-agency services. Flex fund requests may be made and approved by the ISST.

**TIER III:** These cases seek to engage youth and families with complex needs who are involved in or who would benefit from integrated multi-agency services. These referrals will be sent to our High-Fidelity Wraparound Supervisor. High Fidelity Wraparound facilitates the coordination of services and supports that may be long-term (lasting up to a year). A High Fidelity Wraparound staff member is assigned to the case and provides meeting coordination, facilitation, ISST updates, and family follow-up.

### **Individualized Service and Support Team Process:**

- 1. The ISST Facilitator e-mails the ISST completed referrals as they are received (Completed Referral Form & Consent Form).
- 2. The ISST members are to provide narratives, if appropriate, about the client to the ISST Facilitator. This information will be shared with the family.
- 3. The ISST must receive pertinent information in writing no later than the Monday before the staffing. Additional information may be provided verbally at the actual staffing.
- 4. Participants will present additional information for the Team's consideration.
- 5. Based on the information received, the Team will make recommendations for the provision of services.
- A reasonable time frame will be established for a follow-up review based on the Findings & Recommendations Form.
- 7. As much as possible, follow-up time frames will be assigned to the action items at the staffing.
- 8. If deemed necessary, a follow-up meeting will be scheduled at the end of the staffing or will be determined as case updates are received.
- 9. The facilitator will complete the Findings and Recommendation form and distribute it to the Team for review and any follow-up within 48 hours from the initial staffing.
- 10. The ISST Facilitator and agency responsible for the referral will make follow-up calls and emails to help manage the process and report back to the team as necessary.

## **ISST Funding Request Policy:**

- 1. Other revenue sources have been explored
- 2. Funding requests have to be directly related and move the youth or family toward their goal(s)
- 3. ISST must approve the request
- 4. The ISST Facilitator will submit a check request with supporting documentation to Cheryl Spahr, Northwest Colorado Accounting Clerk for payment
- 5. If additional fund requests are made after the initial staffing, an email will be sent to the ISST for approval. The Team has 72 hours or three business days to motion or decline the request
#### **ISST Case Completion Criteria**

An ISST referral is considered complete or closed when:

- 1. Youth goals are met and the Team votes to close the case.
- If several attempts to contact the family after the initial ISST meeting are unsuccessful. Usually, a case will be open for 90 days, at which time a letter will be sent to the family explaining that the case will be closed if contact is not made within 2 weeks of receipt of the letter;
- 3. A family leaves Moffat County.

#### **ISST Flexible Funding**

Flexible Funding is available money to help clients and families achieve their goals and become self-sufficient by removing barriers in their lives. Below are policies and procedures for the approval of flex funds to be used.

Family Flex Funds: (ISST members can approve up to \$1000 per family per year, depending on funding availability)

Funding requests will be considered after all information is presented in the ISST Meeting;

- ✤ What are the needs of the family?
- Do the team members agree with the need as identified by the family?
- *Have the youth/family's strengths been explored concerning the identified need?*
- Has the team determined the amount of time/money necessary to meet the need?
- *Has the team discussed a transition plan to family/community support?*
- ✤ Have all family, community, system, and provider resources been explored?
- Have funds for this need been pursued from every other known available funding source? (ISST needs to be the payor of last resort)
- Does the request fit with the goals of the IOG to reduce duplication and eliminate fragmentation of services, and increase the quality, appropriateness, or effectiveness of services?

A motion will be made by one of the voting member representatives and seconded by one of the voting member representatives.

If a need is identified that costs more than \$1000.00, the request will be brought to the IOG for discussion and approval.

The Fiscal Agent will be provided with receipt(s) documenting the expenditure of flex funds.

The Fiscal Agent will monitor expenditures and provide the CMP Coordinator and IOG with monthly expenditures and fund balances.

### Moffat County ISST Members

Designee for Moffat County School District	(970) 826-6270
Erin Steger, Boys and Girls Club of NW Colorado	(970) 826-0411
Moffat County Dept. of Human Services	(970) 824-8282
Roberta Lamm, Probation /Judicial	(970) 824-7304 ex 307
Designee for Advocates Crisis Trauma Survivor Services	(970) 824-9709
Molly Knochenmus, Mind Springs Health	(970) 824-6541
Northwest Colorado Health	(970) 870-4112
Whitney Bakarich, Youth Resiliency at NWCOH	(970) 871-7682
Katrina Willey, MC Youth Services Department	(970) 824-9150
Department of Youth Services	(970) 241-4888
Northwest Colorado Center for Independence	(970) 819-7649
Selene Cooper, Moffat County Public Health	(970) 629-4003
The Heath Partnership Care Coordinators	(970) 875-3648

#### **10 Principles of the ISST Process**

1. **Family voice and choice:** Family and youth/child perspectives are intentionally elicited and prioritized during all phases of the wraparound process. Planning is grounded in family members' perspectives, and the team strives to provide options and choices such that the plan reflects family values and preferences.

2. <u>**Team-based:</u>** The wraparound team consists of individuals agreed upon by the family and committed to them through informal, formal, and community support and service relationships.</u>

3. <u>Natural supports:</u> The team actively seeks out and encourages the full participation of team members drawn from family members' networks of interpersonal and community relationships. The wraparound plan reflects activities and interventions that draw on sources of natural support.

4. *Integration:* Team members work cooperatively and share responsibility for developing, implementing, monitoring, and evaluating a single wraparound plan. The plan reflects a blending of team members' perspectives, mandates, and resources. The plan guides and coordinates each team member's work towards meeting the team's goals.

5. <u>Community-based</u>: The wraparound team implements service and support strategies that take place in the most inclusive, most responsive, most accessible, and least restrictive settings possible; and that safely promote child and family integration into home and community life.

6. <u>Culturally competent</u>: The wraparound process demonstrates respect for and builds on the values, preferences, beliefs, culture, and identity of the child/youth and family, and their community.

7. <u>Individualized</u>: To achieve the goals laid out in the wraparound plan, the team develops and implements a customized set of strategies, supports, and services.

8. *Strengths-based:* The wraparound process and the wraparound plan identify, build on, and enhance the capabilities, knowledge, skills, and assets of the child and family, their community, and other team members.

9. **Persistence:** Despite challenges, the team persists in working toward the goals included in the wraparound plan until the team reaches an agreement that a formal wraparound process is no longer required.

10. <u>**Outcome-based:**</u> The team ties the goals and strategies of the wraparound plan to observable or measurable indicators of success, monitors progress in terms of these indicators, and revises the plan accordingly.



#### What is the ISST?

The ISST is a collaboration among agencies and individuals that meet with at-risk youth and their families to assist them in identifying needed resources and services to improve the efficiency and availability of services.

#### Specific ISST Goals

- Provide support and/or services to youth who may be involved in multiple systems or agencies or who may need access to their services and support.
- Increase the quality, appropriateness, and effectiveness of services to children, youth, and families who would benefit from integrated multi-agency services.
- Achieve better outcomes for youth who need services and support.
- Encourage cost-sharing among service providers.

 Reduce duplication and fragmentation of services among service providers.

#### Who Are the Members of the ISST?

Team members include representatives from the following community organizations:

- Moffat County Department of Human Services
- 14<sup>th</sup> Judicial District Probation Department
- Moffat County Youth Services Department
- NORTHWEST COLORADO HEALTH
- Division of Youth Services
- Mind Springs Health
- Advocates Crisis Trauma Survivors Services
- Boys and Girls Club of NW Colorado
- The Health Partnership
- Northwest Colorado Center for Independence
- Moffat County Public Health Nurse

The ISST also seeks parents' active participation and expertise, extended

family, and other support systems specific to each youth.

#### Who is Eligible for ISST Services?

Referred youth need to meet the following criteria:

- At-risk children and youth ages birth to age 21 who reside in Moffat County.
- Be involved with DHS, probation, the courts, public health, community mental health, school district, domestic violence, and/or juvenile justice agencies.
- Be a voluntary and willing participant in the process.
- Require support or services in areas that limit independence and functioning and may impede their ability to participate in daily activities at home, school, or in the community.
- The desire for one coordinated service plan among agencies.

Families of referred youth are also eligible for services if a need for those services is identified in the treatment plan and supports a positive outcome for the eligible youth

#### What Happens at an ISST Meeting?

The ISST meeting format strives to ensure that youth and family strengths are considered in the development of all services and that youth, and their families are full participants with the ISST in identifying resources and services that will work best for them. The process may vary depending upon the case, but the general format of an ISST meeting is as follows:

- 1. Welcome
- 2. Introductions
- Confirm youth/family needs and the intended outcome of the meeting. (What is the purpose or goal of the ISST referral/request?)
- Identify strengths of the child/youth and family to be used for developing services
- 5. Discuss concerns, barriers/gaps to obtaining services
- Brainstorm resources and options the family may want or need to consider to meet their stated goals and needs.
- 7. Develop an integrated service plan for the provision of services and/or allocation of funds

#### How Do I Refer Someone to the ISST?

To refer a youth to the ISST please contact:

Susie Coleman

CMP Coordinator/ISST Facilitator

745 Russell Street, Craig, Colorado

970-871-7684

Email:

scoleman@northwestcoloradohealth.org

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## MOFFAT COUNTY



#### INDIVIDUALIZED SERVICE AND SUPPORT TEAM

The ISST is an initiative of the Moffat County Collaborative Management Program and facilitates actions and activities to accomplish the goal of House Bill 1451 Collaborative Management Program

#### "COLLABORATION TO EMPOWER YOUTH AND FAMILIES"

Collaborative Management Program & Individualized Service & Support Team Services

#### What is CMP?

The Collaborative Management Program was created to help families who are involved in several agencies and require a multi-agency service plan to focus on the family's needs and goals.



#### What is an ISST?

The Individualized Service and Support Team is a collaboration of professionals who have different areas of expertise that come together to support children/youth and their families who may be involved with DHS, school, youth services, probation, the courts, mental health, or domestic violence agencies. The ISST comes together focusing on the family's strengths to provide resources, services, and supports to help meet the family's goals.



#### ISST Goals

- Family Voice and Choice
- Brainstorm solutions
- To provide a positive outcome for the families that we serve
- To provide one coordinated service plan
- To cost-share among agencies to make sure you have the financial support you need to be successful.



#### What happens at an ISST?

The ISST format strives to ensure youth and family strengths are considered in the development of all services and that the families are full participants in identifying resources and services that best work for them.

#### What can the ISST do for me?

Think of the ISST as your village to support your family in reaching their goals. The ISST can help with:

- Access to health/mental health services
- Funding prosocial activities, after school sports, and recreation programs
- Workforce support and experience
- Financial freedom
- Parenting support
- Transportation
- Substance use services
- And much, much more!!

#### ANYONE CAN MAKE A REFERRAL.

School counselors/teachers, caseworkers, therapists, health professionals, etc!



Contact Susie Coleman, CMP Coordinator/ISST Facilitator (970) 871-7684 • scoleman@northwestcoloradohealth.org



## **APPENDIX** C ISST AND PREVENTION PROGRAM DESCRIPTIONS

#### Moffat County ISST's Descriptions

The CMP's ISST Model 1 is called the Moffat County Individualized Service and Support Team ("MC ISST").

It is facilitated by the CMP Coordinator. The CMP target population consists of at-risk children and youth ages birth through twenty-one (21) years of age and their families who would benefit from a multi-system integrated service plan or multisystem approach. Member agencies in attendance may include Mind Springs Health, Northwest Colorado Health, 14<sup>th</sup> Judicial District Probation Department, Moffat County School District, Department of Human Services, Division of Youth Services, Moffat County Youth Services, Boys and Girls Club of NW Colorado, Open Heart Advocates, Public Health, Northwest Colorado Center for Independence and The Health Partnership.

This ISST(s) model takes a two-generation ("2Gen") approach in an effort to holistically serve Colorado's families by creating opportunities for addressing the needs of both the vulnerable children and their parents together to increase positive outcomes, nurture selfsufficiency, and foster resiliency based on the strengths and assets rather than the deficits. Our ISSTs include recommendations/referrals to connect both the child and adult to services to support the family's well-being and additionally provide opportunities to acquire the skills, training, or employment needed to become successful in their daily lives. During an ISST, adult family members are connected to services and supports including, but not limited to Workforce Center where they are able to gain job readiness skills training (School to Work Alliance, Colorado Works, etc.), financial planning services, resume building, and employment.

Research shows that a child's developmental path is influenced by their relationships with the important people in their lives. The two-generation approach seeks to address the issues by developing a multi-agency service plan for both children and parents.

Integrated services provided by collaborative partnerships with DHS, Mind Springs, Moffat County School District, Northwest Colorado Health, Workforce Center, Parent Education Center, and other community-based programs for both the youth and their family to meet their intended outcomes or goals may include: Connection to SNAP, Summer Food Assistance Programs, Emergency Food Assistance, Medicaid, low-income housing, and energy assistance programs (LEAP), domestic violence services, mental health services, and treatment programs and substance abuse services. services.

> The CMP's ISST Model 2 is called Family Engagement Meeting ("FEM"). The CMP target population consists of at-risk children and youth ages birth through twentyone (21) years of age and their families who would benefit from a multi-system integrated service plan or multisystem approach. This ISST promotes increased engagement by families in permanency planning, service coordination, continuity, and consistency in case management and case closure for the family who would benefit from multiple disciplines in the delivery of services. The Department of Human Services is the lead agency for hosting the FEM. The Family Engagement Meetings include a trained facilitator, a case supervisor, a caseworker, and the youth's parents or caregivers. Other parties that may be invited to the meeting may be attorneys, CASA volunteers, a GAL, service providers, and extended family or supportive parties, The goal is to help families and children swiftly and safely stabilize so that they may successfully leave the child welfare system.

Family Engagement Meetings will focus on the strengths and needs of all family members. Not just one child at a time.

FEMs are scheduled every ninety (90) days when a child is in out-of-home care, and every six (6) months when a child is in-home, in addition to the standard meetings that occur when a case opens. A multiple-agency service plan will be developed with a two-generation approach ("2Gen") that will address the identified needs of both the vulnerable children and their caregivers. Member agencies that may be invited to the FEM could include the CMP Coordinator, Mind Springs Health, 14<sup>th</sup> Judicial District Probation Department, Division of Youth Services, Moffat County School District, Open Heart Advocates, Colorado Youth Detention Continuum ("CYDC") Case Manager and a Guardian *ad* Litem ("GAL"). Integrated services provided by collaborative partnerships with DHS, Mind Springs, Moffat County School District, Northwest Colorado Health, Workforce Center, Parent Education Center, and other community-based programs for both the youth and their family to meet their intended outcomes or goals may include: Connection to SNAP, Medicaid, Emergency Food Assistance, low-income housing, and energy assistance programs (LEAP), domestic violence services, mental health services, and treatment programs and substance abuse services.

#### Moffat County Prevention Program Descriptions

#### Youth Resiliency

The Youth Resiliency Prevention Program prevents multisystem involvement by including two (2) or more system representatives in the development of prevention programming. These systems include Moffat County School District, GOAL Academy, Northwest Colorado Health, and Boys and Girls Club of Northwest Colorado.

Moffat County IOG provides coordination and oversight for the program which supports students at the Elementary schools, Craig Middle School, and the Boys and Girls Club. The goals align with the mission of the CMP.

The Youth Resiliency Program takes an evidence-based approach to addressing the feelings of grief and loss that children and youth experience associated with divorce, death, chronic illness, abandonment, addiction, and homelessness to prevent future negative health outcomes, risky behaviors, and to build resiliency. The Youth Resiliency program uses small support groups and classroom presentations to offer age-appropriate activities to help youth reframe situations to better navigate the coping process and build self-esteem and self-awareness. It is understood there is a population of participants that have or will need involvement with Moffat County health/mental health, human services, education, or juvenile justice agencies. The goal is to increase the protective factors of connectedness. This program was developed to improve health and reduce risky behaviors associated with adverse childhood experiences (ACES). It also aims to increase attendance and productivity in school, reduce the stigma associated with behavioral health, and improve long-term health. The prevention program is a trauma-informed upstream approach intervention that directly addresses adversity and combats the inequities that create health disparities to support children and trusted adults through engagement in: Resiliency Skills Education, Supportive Art Groups, Music-Based Connection Groups, Community Presentations, Music Showcase Performances, Caregiver Support, Mentorship, Community Outreach, Educator/Agency Trainings.

Youth Resiliency Program foresees reaching Moffat County Youth in kindergarten through middle school. Youth Resiliency served concurrent enrollment students at Colorado Northwestern Community College along with students at GOAL Academy, an accredited multi-district online charter high school. A student who attends GOAL Academy is a volunteer with the program. In SFY 2022-2023, Youth Resiliency reached 435 youths through their programming. Since implementing Youth Resiliency last FY, the Youth Resiliency educators anticipate serving 500 youth through encounters in both small and large groups for 2024-2025.

Key concepts of resiliency as identified by Harvard University's Center on the Developing Child include "identifying a supportive adult, building self-efficacy skills, providing opportunities to strengthen adaptive skills and self-regulatory capacities, and mobilizing sources of hope" (National Scientific Council on the Developing Child, 2015, p.5) are woven into each group.

Harvard's research into resiliency states that the number one factor is a safe, stable, and consistent adult. The program aims to give students the tools to know various places to advocate within their families and community. It also gives them the language to advocate for those adults. Self-efficacy is defined as the evaluative capacity to judge the personal ability to cope with a situation. If kids believe that they can do it, research indicates that they will be able to resource through difficult situations.

Developing awareness of dysregulation and then teaching coping and regulation skills is woven into each group. The community outreach component helps students understand their environment and traditional, community-specific ways to access resources.

#### How we serve

There are several tiers of service of the Youth Resiliency Program, but all are communitybased. The Youth Resiliency team travel to where the youth is so that 1) they feel comfortable in an environment they are familiar with and 2) overcome barriers to access such as transportation/scheduling.

**Tailored services** are delivered on a time-limited basis. Many times, when there is a death, access to therapy services is limited by access and waitlists. Additionally, there are times when issues arise in a group setting that need to be addressed on a 1:1 basis. When the need arises for intervention rather than prevention, YR staff work with the family to set up therapy services with a local professional.

**Focused Small Group Sessions:** Art and Music-Based small group sessions are focused on 6–10week sessions. These groups are called "closed groups" which means that the same cohort of students continues through the entire 6-week program. Small groups occur during the school day at the students' school. At times, these groups also occur outside of school hours. Small groups use age-appropriate activities to build resiliency skills and help youth reframe situations, so they are better able to navigate the coping process and build self-esteem and selfawareness. During small groups, youth can connect to peers who have experienced similar challenges and learn to communicate about their emotions. Teaching students about stress helps them deal with a variety of life's adversities Examples of these include summer programming at the Craig Boys and Girls Club. **Large Format:** These large format events function to increase awareness of resilience skills. These include guest lectures to health classes, wellness events at Craig Middle School, single session open-format groups at Boys and Girls Club/Totally Kids, and adult training for youthserving organizations. The goal is to have each adult working with youth in the district be traumainformed, know how to respond when youth are stressed, and be aware of available supports. COVID and the isolation it brought to youth and their families due to virtual/remote learning from March of 2020 until now has had a huge impact on the mental health of our community.

**Community: Community Events** are defined as open to the public. These include Music Showcase Performances such as the Colorado Mountain College (CMC) music club concert that happened in November 2021.



The staff has found it vital to teach ALL students, so they are not just able to "get through", but the perseverance aids in becoming stronger.

The goals align with the mission of the CMP. The key concepts of resiliency identified by the Harvard University Center on the Developing Child, are the objectives of the program, and are woven into each group: Identifying a supportive adult, building self-efficacy skills, self-regulation, and mobilization sources of hope.

The Youth Resiliency Program can support youth, providing protective factors that decrease the likelihood of involvement with the Department of Human Services, support education, and

contribute to the fabric of mental health supports. The program complements and accelerates complex interventions taking place at school, such as one-on-one therapy

#### **Collaboration Consultation**

Collaboration Consultation was created by the Collaborative Management Program in Moffat County. The target population for this prevention program consists of at-risk children and youth ages birth through twenty-one (21) years of age and their families who would benefit from a multisystem approach.

Collaborative consultation is an interactive process that enables people with diverse expertise to generate creative solutions to mutually defined problems. The outcome is enhanced, altered, and produces solutions that are different from those that the individual team members would produce independently.

Collaboration Consultations are for professionals from fourteen different youth-serving agencies with different areas of expertise who are in need of support in identifying community resources and support that they can share with the children, youth, and families with whom they are working. These staffings are designed for professionals who work with at-risk families or those children/youth and families who are at risk of becoming multisystem involved and are experiencing barriers within their lives.

The goal is to assist children/youth and their families through collaboration

Collaboration and consultation benefit both the individuals on the team and the clients. It provides improved services to clients. It also provides opportunities to enhance as well as develop professional skills. Knowledge sharing among individuals is one of the benefits of collaborative consultations.

By coming together and providing support, we are hopeful that our families will have a positive outcome.

# **APPENDIX D** RELEASE OF INFORMATION & CONSENT

FORM



#### Moffat County Collaborative Management Program INDIVIDUALIZED SERVICE AND SUPPORT TEAM

Date of Referral	•	Date	Receive	d:
Referral Source	3			
Name:				
Agency:				
Phone:				
Email:				
Child/Youth In	formation			
Name:		Gender:		DOB:
Address:				
School:		Grade:		Special Ed.: Yes No
Ethnicity:	African American	AsianCauca	asian	_Hispanic
	Native American	Multi-Racial	_ Other: _	
Parent/Guardi	an Information			
Name:		Relationshi	p:	
Phone #:		Email:		
Siblings/Childr	en Living in Household	d		
1		Male/Female	DOB: _	
2		Male/Female	DOB: _	
3		Male/Female	DOB: _	
4		Male/Female	DOB: _	



-1

Agencies Currently Involved or That Could Benefit from Collaboration:

Community Involvement	
DHS Involvement Case Number	: Other Services:
Probation Supervision	Mental Health Services
Division of Youth Services	Educational Services/IEP
CASA	Health Partnership
Court Involvement	Open Heart Advocates
Moffat County Youth Services	Northwest Colorado Health
NW Center for Independence	Public Health
Presenting Issues/Concerns Prompt	ing Referral

Goals

#### MOFFAT COUNTY COLLABORATIVE MANAGEMENT PARTNERSHIP (HB04-1451) INFORMED CONSENT AUTHORIZING RELEASE OF CONFIDENTIAL INFORMATION

**PURPOSE OF RELEASE:** This Consent Authorizing Release of Confidential Information is intended for interagency coordination and case management critical to allow certain agencies part of the committee under Collaborative Management Partnership (CMP); HB04-1451. Information obtained is confidential pursuant to memorandums (MOU) between these agencies and the Moffat County Department of Human Services to coordinate and manage assessments, evaluations, care, treatment, supervision, education, protection, proper disposition, or placement of the subject person(s), and services. This Consent Authorizing Release authorizes the sharing of information under applicable state and federal law. The information exchanged may not be used as evidence in a criminal proceeding nor be used to investigate or prosecute a suspected crime, unless such information documents are subpoenaed.

I,	, on behalf of myself and/or my children and/or ward
(Name of Child/Ward)	(Date of Birth)
(Name of Child/Ward)	(Date of Birth)
(Name of Child/Ward)	(Date of Birth)
(Name of Child/Ward)	(Date of Birth)

Hereby authorize(s) the agencies, person(s), and institution(s) to release and share among themselves the following confidential information for investigatory and case management purposes:

Department of Human Services 14<sup>th</sup> Judicial Probation Department (Juvenile, County, Municipal) Northwest Colorado Health Division Of Youth Services Moffat County Youth Services

Mind Springs Health Moffat County School District Boys and Girls Club of NW Colorado NWCO Center for Independence Moffat County Public Health The Health Partnership Colorado Workforce Center Open Heart Advocates United Way Safe Care

Other

Other\_\_\_\_\_

#### MOFFAT COUNTY COLLABORATIVE MANAGEMENT PARTNERSHIP (HB04-1451) INFORMED CONSENT AUTHORIZING RELEASE OF CONFIDENTIAL INFORMATION

A general medical release is not sufficient to release records, but this release does accomplish this purpose. The Consent to Release includes any health information, medical records, or drug/alcohol abuse records which may be a part of the abovestated records, protected under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 C.F.R. Pts. 160 &164 and 42 C.F.R. pt 2. Disclosure of such records cannot be disclosed except in situations legally required or permitted. Information about me cannot be disclosed to persons or agencies without my written consent. I understand that additional protections exist for substance abuse information and for HIV/AIDS information, unless otherwise provided for in the regulations. I understand that none of the agencies listed herein may condition my treatment on whether or not I sign this form. The Federal Rules prohibit the use of this information to criminally investigate or prosecute any alcohol or drug abuse patient.

I understand that I may revoke this authorization at any time by signing the revocation statement below and providing this document to the agencies listed in this Consent to Release. This Consent to Release automatically ends one year from the date I sign the form, or when the sharing of information is no longer needed to manage or provide services to me, my child (ren), or wards, or when I revoke my consent, whichever is sooner, except to the extent that the program or person authorized to make the disclosure has already acted in reliance on this consent. Agencies and providers who are listed in this Consent to Release may use a copy or facsimile (FAX) of this form in place of the original signed consent form. I agree that this information may be re-disclosed to all agencies listed if necessary to fulfill the purpose of the Consent to Release.

This INFORMED CONSENT AUTHORIZING RELEASE OF CONFIDENTIAL INFORMATION has been explained to me. I have read it (or it was read to me) and understand its provisions. I have been given a reasonable amount of time to ask questions and consider whether to permit sharing of this information. I hereby willingly agree to share of information as needed above. I have received a copy of this INFORMED CONSENT AUTHORIZING RELEASE OF CONFIDENTIAL INFORMATION.

Client Name (Print)

Date of Birth (Month/Day/Year)

Signature of Client/Parent/Authorized Representative

Date of Signature

For Questions regarding this form, please call Susie Coleman, CMP Coordinator

(970) 871-7684

Email-scoleman@northwestcoloradohealth.org

#### **MOFFAT COUNTY COLLABORATIVE MANAGEMENT PARTNERSHIP (HB04-1451)**

#### INFORMED CONSENT AUTHORIZING RELEASE OF CONFIDENTIAL INFORMATION

A general medical release is not sufficient to release records, but this release does accomplish this purpose. The Consent to Release includes any health information, medical records, or drug/alcohol abuse records which may be a part of the abovestated records, protected under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 C.F.R. Pts. 160 & 164 and 42 C.F.R. pt 2. Disclosure of such records cannot be disclosed except in situations legally required or permitted. Information about me cannot be disclosed to persons or agencies without my written consent. I understand that additional protections exist for substance abuse information and for HIV/AIDS information, unless otherwise provided for in the regulations. I understand that none of the agencies listed herein may condition my treatment on whether or not I sign this form. The Federal Rules prohibit the use of this information to criminally investigate or prosecute any alcohol or drug abuse patient.

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Client Name (Print)

Date of Birth (Month/Day/Year)

Signature of Client/Parent/Authorized Representative

Date of Signature

For Questions regarding this form, please call Susie Coleman, CMP Coordinator

(970) 871-7684

Email-scoleman@northwestcoloradohealth.org



Programa de Administración Colaborativa del Condado de Moffat EQUIPO DE SERVICIO Y APOYO INDIVIDUALIZADO

Fecha de referencia:		e recepción:
Evente de referencia		
Nombre:		
Agencia:		
Telefono:		
Correo Electronico:		
Información sobre el niño/jó	óven	
Nombre:	Genero:	
Fecha de Nacimiento:		
Dirección:		
Escuela:	Grado:	Educación especial.: (S/N)
Etnicidad: Afroamerica	no Asiatico Caucás	ico Hispano
Indígena Am	nericano Multi-Racial	_ Otro:
Información de los padres/t	utores	
Nombre:	Relación:	
		ónico:
Hermanos/hijos que viven e	en el hogar	
1	Masculino/Femenino	Fecha de Nacimiento:
2	Masculino/Femenino	Fecha de Nacimiento:
3	Masculino/Femenino	Fecha de Nacimiento:
4	Masculino/Femenino	Fecha de Nacimiento:



### Agencias que participan actualmente o que podrían beneficiarse de la colaboración:

Participación de la comunidad

 Participación del DHS Número de caso:

 Otros servicios:

 Supervisión de la libertad condicional

 División de Servicios para la Juventud

 Servicios educativos/IEP

 CASA

 Intervención de la Corte

 Servicios Juveniles del Condado de Moffat

 Centro del Noroeste para la Independencia

 Salud pública

Metas

#### ASOCIACIÓN DE ADMINISTRACIÓN COLABORATIVA DEL CONDADO DE MOFFAT (HB04-1451) <u>CONSENTIMIENTO INFORMADO QUE AUTORIZA LA DIVULGACIÓN DE INFORMACIÓN</u> <u>CONFIDENCIAL</u>

**PROPÓSITO DE LA LIBERACIÓN:** Este Consentimiento que Autoriza la Divulgación de Información Confidencial está destinado a la coordinación interinstitucional y a la gestión de casos críticos para permitir que ciertas agencias formen parte del comité bajo la Asociación de Gestión Colaborativa (CMP); HB04-1451. La información obtenida es confidencial de acuerdo con los memorandos (MOU) entre estas agencias y el Departamento de Servicios Humanos del Condado de Moffat para coordinar y gestionar las evaluaciones, los cuidados, el tratamiento, la supervisión, la educación, la protección, la disposición adecuada o la colocación de la(s) persona(s) en cuestión y los servicios. Este Consentimiento de Autorización de Divulgación autoriza el intercambio de información bajo la ley estatal y federal aplicable. La información intercambiada no podrá ser utilizada como prueba en un procedimiento penal ni para investigar o perseguir un presunto delito, a menos que dichos documentos de información sean citados.

Yo, \_\_\_\_\_\_, en mi nombre y/o en el de mis hijos y/o tutelados,

(Nombre del hijo/tutelado)	(Fecha de Nacimiento)
(Nombre del hijo/tutelado)	(Fecha de Nacimiento)
(Nombre del hijo/tutelado)	(Fecha de Nacimiento)
(Nombre del hijo/tutelado)	(Fecha de Nacimiento)

Por la presente autorizo a los organismos, persona(s) e institución(es) a divulgar y compartir entre ellos la siguiente información confidencial con fines de investigación y gestión de casos:

Departamento de Servicios Humanos 14º Departamento Judicial de Libertad Condicional (Juvenil, del Condado, Municipal) Salud del Noroeste de Colorado División de Servicios a la Juventud Servicios Juveniles del Condado de Moffat Mind Springs Health (Salud) Distrito escolar del condado de Moffat Boys and Girls Club del Noroeste de Colorado Centro para la Independencia de Noroeste de Colorado (NWCO) Salud Pública del Condado de Moffat The Health Partnership Centro de Fuerza Laboral de Colorado Open Heart Advocates United Way Safe Care

- Otro \_\_\_\_\_
- Otro \_\_\_\_\_\_

#### ASOCIACIÓN DE GESTIÓN COLABORATIVA DEL CONDADO DE MOFFAT (HB04-1451) CONSENTIMIENTO INFORMADO QUE AUTORIZA LA DIVULGACIÓN DE INFORMACIÓN CONFIDENCIAL

<u>Una autorización médica general no es suficiente para divulgar los registros, pero esta autorización cumple con este</u> <u>propósito.</u> El consentimiento para la divulgación incluye cualquier información de salud, registros médicos o registros de abuso de drogas/alcohol que puedan formar parte de los registros mencionados anteriormente, protegidos por la Ley de Portabilidad y Responsabilidad del Seguro Médico de 1996 (HIPAA), 45 C.F.R. Pts. 160 y 164 y 42 C.F.R. pt 2. La divulgación de dichos registros no puede ser revelada excepto en situaciones legalmente requeridas o permitidas. La información sobre mí no puede ser revelada a personas o agencias sin mi consentimiento por escrito. Entiendo que existen protecciones adicionales para la información sobre el abuso de sustancias y para la información sobre el VIH/SIDA, a menos que la normativa disponga lo contrario. Entiendo que ninguna de las agencias mencionadas en este documento puede condicionar mi tratamiento a que yo firme o no este formulario. Las normas federales prohíben el uso de esta información para investigar o procesar penalmente a cualquier paciente que abuse del alcohol o las drogas.

Entiendo que puedo revocar esta autorización en cualquier momento firmando la declaración de revocación que aparece a continuación y entregando este documento a las agencias que aparecen en este Consentimiento de Divulgación. Este consentimiento de divulgación finaliza automáticamente un año después de la fecha en que firmo el formulario, o cuando el intercambio de información y a no es necesario para gestionar o proporcionar servicios a mí, a mi(s) hijo(s) o a mi(s) tutelado(s), o cuando revoque mi consentimiento, lo que ocurra primero, excepto en la medida en que el programa o la persona autorizada para realizar la divulgación ya haya actuado basándose en este consentimiento. Las agencias y los proveedores que aparecen en este Consentimiento de divulgación y que solicitan información en virtud de esta divulgación pueden utilizar una copla o un fax de este formulario en lugar del formulario de consentimiento original firmado. Estoy de acuerdo en que esta información puede ser divulgada a todas las agencias enumeradas si es necesario para cumplir con el propósito del Consentimiento de Divulgación.

Se me ha explicado este CONSENTIMIENTO INFORMADO QUE AUTORIZA LA DIFUSIÓN DE INFORMACIÓN CONFIDENCIAL. Lo he leído (o me lo han leído) y entiendo sus disposiciones. Se me ha dado un tiempo razonable para hacer preguntas y considerar si permito que se comparta esta información. Por la presente, acepto voluntariamente que se comparta la información según lo indicado anteriormente. He recibido una copia de este CONSENTIMIENTO INFORMADO QUE AUTORIZA LA DIFUSIÓN DE INFORMACIÓN CONFIDENCIAL.

Nombre del cliente (en letra de molde)

Fecha de nacimiento (mes/día/año)

Firma del cliente/Padre/Representante autorizado

Fecha de la firma

Si tiene preguntas sobre este formulario, llame a Susie Coleman, coordinadora de CMP

(970) 871-7684

 $Correo\ Electronico-scoleman@northwestcoloradohealth.org \quad (Email-scoleman@northwestcoloradohealth.org)$ 

## NORTHWEST COLORADO

#### 2023/2024 Consent

Participant Name:	Last	First	M.I
	Date of Birth: / /	Age:	Gender:
	School:	Grade:	

**Participant Information** 

The Youth Resiliency Program launched in 2013 to teach youth how respond adaptively in the face of adversity to promote well-being through creative expression. The prevention program is a trauma-informed upstream approach to support children and trusted adults through engagement in:

Resiliency Skills Education

Supportive Art & Music Groups

- Educator/Agency TrainingsCommunity Presentations
- Caregiver Support
- Mentorship

By providing youth with training and tools to help understand feelings related to adverse childhood experiences, they will be better equipped to cope with feelings in the short term and have better health outcomes in the long term. The program has been designed to be free for participants. Northwest Colorado Health secures donation and grant funding for staff, supplies, and ongoing training.

Data collected will follow strict privacy and sharing rules. Authorized staff will access solely for funding reporting purposes. Program effectiveness analysis reports will never include any identifying data.

#### Permission/Authorization

I,

Parent or Legal Guardian Name (please print)

consent to participation in the Youth Resiliency Program.

You are honestly attesting as the above-named youth's parent/legal guardian or over the age of 18 to consent for self. This authorization is valid for the 2023/2024 school year.

By signing you are acknowledging you have read, understand, and agree to both sides of this document.

Parent or Legal Guardian Signature

Parent/Guardian Email

Parent/Guardian Contact #

Date

Information Related to Your Youth

ż

What would you like us to know? Specific goals or concerns?

- **Resiliency Skill Information and Agreements**
- The Youth Resiliency Program and Northwest Colorado Health value safety as top priority. Participants are expected to behave in a safe and respectful manner.
- Resiliency Skills taught through creative expression and art-based activities.
- Key factors of resiliency as identified by Harvard University's Center on the Developing Child include, "identifying a supportive adult, building self-efficacy skills, providing opportunities to strengthen adaptive skills and self-regulatory capacities, and mobilizing sources of hope" (National Scientific Council on the Developing Child, 2015, p.5) are woven into each group.
- At times, community members may volunteer their time to enhance the sessions. All volunteers are screened and pass a background check through Northwest Colorado Health's rigorous volunteer protocol.
- Education sessions are confidential unless there is concern for imminent risk/abuse to self, another child, or a vulnerable adult. Facilitators follow mandatory reporting guidelines.

#### Optional Additional Information

Please help us improve our programs and keep the program accessible to all. Any additional information you choose to provide is solely for statistical purposes. Many agencies from which we receive funds and grants, ask for served-population specifics. Your personal information will be kept confidential.

		Mother	Fathe	er Step	-Parent	Grandparent	Guardian	Other
Family Size	#Children Living at Home			Particiį	oant Live.	s with (Circle	Above)	
		Alaska N Multi-Ra			Black American	Caucasian Other:	Hispanic	
Languages Spoken at Home	2			We	Identify A	As (Circle Abo	ve)	
What is your gross (before to	axes) annual household incom	ue?						
How many people (including support?	yourself and if anyone in the	house is pr	egnani	, count u	nborn ba	by) does your	income	
Any allergies we should be a	ware of?							

My Child Has Experienced Adversity (Please describe above if you feel comfortable)

If you have any additional questions, please reach out to program manager, Whitney Bakarich, LPC

wbakarich@northwestcoloradohealth.org

970-846-0787



### NORTHWEST COLORADO

#### Programa de Resiliencia Juvenil Encontrando la Sanación y la Esperanza

#### Consentimiento 2023/2024

• •	Apellido(s)			Nombre	Inicial del segundo nombre
	Fecha de nacimiento:	1	1	Edad:	Género:
	Escuela:			Grado:	

Información del participante

El Programa de Resiliencia Juvenil comenzó en el 2013 para enseñar a los jóvenes herramientas para manejar los sentimientos y adaptarse a los desafíos y promover el bienestar a través del arte y la música. El programa es un enfoque basado en el trauma para apoyar a los niños y adultos de confianza a través de:

- Educación en habilidades de resiliencia
- Formación para educadores y agencias
- Apoyo al cuidador
- Tutoría

- Grupos de apoyo de arte y música
- Presentaciones comunitarias

Al proporcionar a los jóvenes formación y herramientas que les ayuden a comprender los sentimientos relacionados con experiencias infantiles adversas, estarán mejor preparados para hacer frente a los sentimientos a corto plazo y tendrán mejores resultados de salud a largo plazo. El programa es gratuito para los participantes. Northwest Colorado Health obtiene donaciones y subvenciones para financiar al personal, los suministros y la formación continua.

Los cuestionarios seguirán normas estrictas de privacidad y reglas para compartir. El personal autorizado accederá únicamente con fines de elaboración de informes de financiación. Los informes del programa nunca incluyen datos personales.

Permiso / Autorización

Yo, \_\_\_\_\_\_ doy mi consentimiento para participar en el Programa de Resiliencia Juvenil. Nombre del padre, madre o tutor legal (en letra de imprenta)

Para consentir, usted esta honestamente atestiguando como el padre/guardián legal del joven arriba mencionado o mayor de 18 años para consentir por sí mismo. Esta autorización es válida para el año escolar 2023/2024.

Con su firma, reconoce haber leído, comprendido y aceptado los dos lados de este documento.

Firma del padre/madre o tutor legal

Correo electrónico del padre/madre/tutor

Nº de contacto del padre/madre/tutor

Información relacionada con su joven

¿Qué le gustaría que supiéramos?

¿Objetivos o preocupaciones específicos?

Fecha

#### Información y Acuerdos sobre la Habilidad de Resiliencia

- El Programa de Resiliencia Juvenil y Northwest Colorado Health valoran la seguridad como prioridad primordial. Se espera que los participantes se comporten de manera segura y respetuosa.
- Habilidades de resiliencia enseñadas a través de la expresión creativa, la música y las actividades basadas en el arte.
- Entre los factores clave de la resiliencia identificados por el Center on the Developing Child de la Universidad de Harvard se incluyen la identificación de un adulto de apoyo, el desarrollo de habilidades de autoeficacia, el refuerzo de las habilidades de adaptación, las habilidades de autorregulación y la movilización de fuentes de esperanza. Estos aspectos se entretejen en cada grupo.
- En ocasiones, miembros de la comunidad pueden ofrecer su tiempo como voluntarios para mejorar las sesiones. Todos los voluntarios son examinados y pasan una verificación de antecedentes a través del riguroso protocolo de voluntarios de Northwest Colorado Health.
- Las sesiones educativas son confidenciales a menos que exista preocupación por un riesgo/abuso inminente para uno mismo, otro niño o un adulto vulnerable. Los facilitadores siguen las pautas de notificación obligatorias.

#### Información adicional opcional

Por favor, ayúdenos a mejorar nuestros programas y a mantener el programa accesible para todos. Cualquier información adicional que decida proporcionarnos es únicamente para fines estadísticos. Muchos financiadores piden datos específicos sobre la población. Sus datos personales serán confidenciales.

- Número de miembros de la familia
- El participante vive con (marque con un círculo todo lo que corresponda):
  - Madre, padre, padrastro/madrastra, abuelo(a), tutor(a), otro(a)
- Idiomas que se hablan en casa
- Nos identificamos como (marque con un círculo todo lo que corresponda):
  - o Nativo de Alaska, asiático, negro, caucásico, hispano, multirracial, nativo americano, otro
- ¿Cuál es su ingreso familiar anual bruto (antes de impuestos)?
- ¿A cuántas personas (incluyéndote a ti y, si alguien de la familia está embarazada, contando al feto) mantienen los ingresos

familiares?

Si tiene más preguntas, póngase en contacto con la directora del programa:

Whitney Bakarich, LPC wbakarich@northwestcoloradohealth.org 970-846-0787



## APPENDIX E DESIGNEE LETTERS



#### **Administrative Offices**

March 28, 2024

CMP Coordinator 745 Russell Street Craig, CO 81625

To CMP Coordinator:

This is to confirm that Moffat County School District (MCSD) supports the work of the Moffat County Collaborative Management Program. As a mandated partner of the Moffat County Interagency Oversight Group (IOG), MCSD plans to continue to represent the interests of clients served by this program.

As the Superintendent and signatory to the Collaborative Management Program Memorandum of Understanding, I am authorizing the new Superintendent or designee, to represent MCSD on the Moffat County IOG for the 2024-2025 fiscal year.

Sincerely,

pr. Brad Meet

Dr. Brad Meeks Interim Superintendent

Cc: Susie Coleman



#### COLORADO COURTS PROBATION OFFICE



ROUTT COUNTY JUDICIAL CENTER, 1955 SHIELD DRIVE, UNIT 100, STEAMBOAT SPRINGS, CO 80487 (970) 879-1003 FAX: (970) 879-3915

3/22/24

CMP Coordinator 745 Russell St. Craig, CO 81625

To CMP Coordinator:

This is to confirm that the 14<sup>th</sup> Judicial District Probation Department supports the work of the Moffat County Collaborative Management Program. As a mandated partner of the Moffat County Interagency Oversight Group, the 14<sup>th</sup> Judicial District Probation Department plans to continue to represent the interests of our clients served by this program.

As the Chief Probation Officer of the 14<sup>th</sup> Judicial District Probation Department and signatory to the Collaborative Management Program Memorandum of Understanding, I am authorizing Michelle Welch, Probation Supervisor, to represent the 14<sup>th</sup> Judicial District Probation Department on the Moffat County IOG for the 2024-2025 fiscal year.

Sincerely,

Tim Juspelle

Tim Griffith Chief Probation Officer





5-2-24

Susan Coleman Moffat County Collaborative Management Program Administrator Craig, Colorado

Dear Susan:

This is to confirm that Colorado Department of Human Services (CDHS), Division of Youth Services (DYS) supports the work of the Moffat County Collaborative Management Program. As a mandated partner of the Moffat County Interagency Oversight Group, <u>CDHS, DYS</u> will continue to represent the interests of clients served by this program.

As the Western Region Director, DYS and signatory to the Collaborative Management Program Memorandum of Understanding, I am authorizing Melissa Lovato, Program Manager, DYS, to represent CDHS, DYS on the Moffat County Interagency Oversight Group for the 2024-2025 fiscal year.

#### SCOPE OF REPRESENTATION

- ì. The proxy is authorized to vote on all agenda items at his/her discretion.
- ii. The proxy is authorized to cast votes in line with the suggestions of the management of the company
- iii. The proxy is authorized to cast votes for other issues that may arise during the meeting in line with the following instructions (In cases where there are no instructions, the proxy shall cast his/her votes freely)

I am aware of the proxy voting subject in the Policy Guidelines and affirm that the proxy complies with the IOG Policy Guidelines.

Sincerely,

SIGNATURE

Dave Lee **Regional Director, Western Region CDHS**, Division of Youth Services 970-241-4886 ext.112 dave.lee@state.co.us



March, 28, 2024

**CMP** Coordinator

745 Russel Street

Craig, CO 81625

Attention CMP Coordinator:

This is to confirm that Moffat County Public Health supports the work of the Moffat County Collaborative Management Program. As a non-mandated partner with voting privilege of the Moffat County Interagency Oversight Group, Moffat County Public Health plans to continue to represent the interests of clients served by this program.

As the Director of Moffat County Public Health and signatory to the Collaborative Management Program Memorandum of Understanding, I authorize Natelyn (Selene) Cooper to represent Moffat County Public Health on the Moffat County IOG for the 2024-2025 fiscal year.

Sincerely

Sarah "Becky" Copeland Director of Moffat County Public Health

CC: Susie Coleman

## NORTHWEST COLORADO

April 8, 2024

CMP Coordinator 745 Russell Street Craig, CO 81625

Attention CMP Coordinator:

This is to confirm that Northwest Colorado Health supports the work of the Moffat County Collaborative Management Program. Ad a non-mandated partner with voting privilege of the Moffat County Interagency Oversight Group, Northwest Colorado Health plans to continue to represent the interests of clients served by this program.

As the Chief Executive Officer and signatory to the Collaborative Management Program Memorandum of Understanding, I authorize Arin Daigneau and I also want to be added as a designee to represent Northwest Colorado Health on the Moffat County IOG for the 2024-2025 fiscal year.

Sincerely,

Stephanie Einfeld Chief Executive Officer

Cc: Susie Coleman

#### Moffat County Planning Commission

#### June 4<sup>th</sup> 2024

Application: S24-01 - Ortega Re-subdivision of Lot 11 of Migration acres.

Applicant: Jesus Ortega

Description: Final Phase

Regulation Reference: Section 1.010 – Subdivision regulations with reference to Minor Subdivision

Location: Section 10 & 11. Township 7N Range 90W

Access: 6.5 Miles north on Hwy 13. Exit CR 18S, then take a right onto CR 20 the right on CR 78.

Staff Comments: Mr. Ortega would like to re-subdivide his 35 Acres parcel into (2) 5acre parcels, (1) 10-acre parcel and (1) 15-acre parcel (current residence)

Attachments: Copy of application and plat.

Results:

Moffat County

Moffat County Planning Department 1198 W Victory Way, Suite 107 Craig CO 81625 (970) 824-9148 No. # S-24-0 Fee: \$200.00 Date Paid 5100 2024

APPLICATION FOR RE	SUBDIVISION
Owner: Jesus J. Ortega	Phone #: (970) 846-0164
Email address: 1001978 a Gmail. co	<u>η</u>
Address: 252 Johnson View CT	
Buyer (If Applicable):	Phone #:
Address:	
Agent, (if any):	Phone #:
Address:	
Existing parcel description: Lot II migration Ac	res 11 Acreage: 35 Zoning: Agriculture
Legal Description (existing parcel) - Section 10811 To	
Proposed parcel(s): 4 Lots 5AC, 5AC	BAC, DAC
Driving Directions: <u>6.5 miles north on</u>	thoy 13, Exit on CR 318
they take another right onto CR20	
Proposed Use: Residential	

#### Provide the following attachments:

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



#### PLANNING COMMISSION ACTION:

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

The Planning commission board voted 3-1 NOT to recommend approval of the application for re-subdivision based on the following complaints/concerns from adjacent property owners:

All adjacent property owners had major concerns with the current state of the area that has been developed on the property specifically dirt work which has caused numerous run off issues on Johnson view Court as well as adjacent property's. The condition of the private road has been affected by this run off numerous times. Another area of concern was an potentially illegal retention pond on the property that failed and may have caused damage to surrounding areas/roads. There was also expressed concern about the increase in traffic on the private road. The adjacent property owners also shared their opinion about the potential for the individuals who would build on the newly created lots, to continue the method of building that has already transpired on the parcel.

The board member who voted neither for or against requested additional information about on permits the applicant has obtained for work done on the property. A report form the building inspector will be provided.

Viceshairman, Planning Commission

6/4/2024 Date

#### BOARD OF COUNTY COMMISSIONERS ACTION:

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

Chairman, Board of County Commissioners

Date



**Bid Tab** 

RFP Number:	202405	Description:	PSC Fence Upgrade	
	5/0/2024	D D'INC C	5/15/2024	
Issue Date:	5/8/2024	Pre-Bid Meeting:	5/15/2024	
Submission of Questions:	6/3/2024	Submission Deadline	6/10/2024	-
BOCC Award:	6/11/2024	Contract Time: 6/11		
Vender	Score	Bid Bond	Addendums 1,2,3	Bid Amount
All Fence		x	x	\$55,488.50
Legacy fonce		x	x	\$55,488.50 \$67,118.00 54,400.00
All Fence Lugacy Fence Black Eagle For	ice	x	x	54,400.00
	1 1			