

GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
Meeting Agenda for December 17, 2024
County Commissioners' Meeting Room
200 E. Virginia Avenue; Gunnison, CO 81230
(REMOTE OPTION BELOW)

10:35 am

- Call to Order; Agenda Review
- Minutes Approval
 1. October 15, 2024
- Memorandum of Understanding; Prowers County; Hotline County Connection Center; 1/1/2025 to 12/31/2025
- Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/177/Agendas-Minutes-Portfolios> prior to the meeting.

ZOOM MEETING DETAILS:

Join Zoom Meeting: <https://gunnisoncounty-org.zoom.us/j/89798905619>

One tap mobile

+12532158782,,82753657556#,,,,*471302# US (Tacoma)

+13462487799,,82753657556#,,,,*471302# US (Houston)

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: DRAFT HS Minutes; 10/15/2024

Action Requested:

Parties to the Agreement:

Term Begins:

Term Ends:

Grant Contract #:

Summary:

DRAFT HS Minutes; 10/15/2024

Fiscal Impact:

Submitted by: Holly Perry

Submitter's Email Address: hperry@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

County Attorney Review:

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\Hperry

Discharge Date: 12/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 12/17/2024

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES
MEETING MINUTES
October 15, 2024**

The October 15, 2024 meeting of the Gunnison/Hinsdale Board of Human Services was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson
Liz Smith, Commissioner
Laura Puckett Daniels, Commissioner
Greg Levine, Commissioner (Hinsdale)

Joni Reynolds, Assistant County Manager (ACM) Health,
Human & Safety Services
Matthew Birnie, County Manager
Holly Perry, Clerk to the Board
Other Persons Present as Listed in Text

CALL TO ORDER: Commissioner Houck called the meeting to order at 8:51 am.

AGENDA REVIEW: There were no changes to the agenda.

MINUTES APPROVAL: **Moved** by Commissioner Puckett Daniels, seconded by Commissioner Smith to approve the minutes as presented. Motion carried unanimously.

1. August 20, 2024 Regular Meeting

CONTRACT AMENDMENT #4; CONTRACT NO 2021CMIP028; HINSDALE COUNTY; 7/1/2020 TO 6/30/2025; \$7,097.62

ACM Reynolds noted this contract is Hinsdale County specific, although one was also issued to Gunnison County. She stated this is an incentive funding for meeting certain metrics with the State that they have consistently met before. This is the fifth year of this contract. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to authorize the contract amendment and the Chair's signature on the document. Assistant County Attorney Sammy Obaid commented that the State contracts cannot be changed, and he wanted the Board to be aware of the indemnification provision. There was a brief discussion, and it was determined to move forward. Motion carried unanimously.

FINANCIAL UPDATES:

1. Financial Report Ending 8/31/2024 – Senior Operations Accountant Lupita Halligan explained her report which included three programs that are over budget and one being close to budget. She briefly discussed the reasonings to these occurrences but then noted that Gunnison and Hinsdale Counties are both on track with Gunnison being at 64% of budget and Hinsdale being at 63% with the expectation being 67% of budget. Commissioner Smith commented on the Child Welfare Allocation Committee and asked how the Counties are doing on a larger picture in that perspective. ACM Reynolds replied they are on track, but if the Temporary Assistance for Needy Families (TANF) reserves decrease, it could pose a challenge. Commissioner Puckett Daniels inquired about the \$1.6 Million in food benefits to which ACM Reynolds replied that is a pretty standard amount and it was tripled during COVID. Commissioner Levine asked if Hinsdale County residents can access the food pantry in Gunnison and ACM Reynolds confirmed that they can. **Moved** by Commissioner Houck, seconded by Commissioner Puckett Daniels to accept the financials as presented this morning and authorize the Chair's signature. Motion carried unanimously.

NEXT MEETING: The next meeting was scheduled for December 17, 2024.

ADJOURN: Commissioner Houck adjourned the meeting at 9:08 am.

Minutes Prepared By:

Holly Perry, Clerk to the Board

Minutes Approved (insert date):

Jonathan Houck, Chairperson

AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Understanding; Prowers County; Hotline County Connection Center; 1/1/2025 to 12/31/2025

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Prowers County

Term Begins:

Term Ends:

Grant Contract #:

Summary:

Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of Gunnison-Hinsdale Board of Human Services ("Call Coverage Services"). Prowers County will perform the tasks

Fiscal Impact: 375.00

Submitted by: Blair Burgess

Submitter's Email Address: bburgess@gunnisoncounty.org

Finance Review:

Required

Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 12/16/2024

County Attorney Review:

Required

Not Required

Comments:

Legally sufficient. SO 12/16/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 12/16/2024

Certificate of Insurance Required

Yes No

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\Hperry

Discharge Date: 12/16/2024

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 5

Agenda Date: 12/17/2024

MEMORANDUM OF UNDERSTANDING
Between
GUNNISON-HINSDALE BOARD OF HUMAN SERVICES
and
PROWERS COUNTY

INTRODUCTION:

This Memorandum of Understanding (“MOU”) is entered into by and between Prowers County, Colorado body corporate and politic by and through its Board of County Commissioner (“Prowers County”), and Gunnison-Hinsdale Board of Human Services, Colorado (“Gunnison-Hinsdale Board of Human Services”) a body corporate and politic by and through its Board of County Commissioners. Prowers County and Gunnison-Hinsdale Board of Human Services shall jointly be referred to as the “Parties.”

PURPOSE:

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

TERM, AMENDMENT, TERMINATION:

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

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare (“Other CW”) Inquiry related call reports. For purposes of this MOU, 10 “Other CW” calls will equal 1 report.

- a. Projected numbers of Program Area 5, Program Area 4, Institutional, “Other CW”, and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.
2. Gunnison-Hinsdale Board of Human Services is allocated 4 free reports, child abuse/neglect or APS reports, each month for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Gunnison-Hinsdale Board of Human Services, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Gunnison-Hinsdale Board of Human Services will be notified 60 days in advance of any additional costs required for HCCC’s services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Gunnison-Hinsdale Board of Human Services may request. Gunnison-Hinsdale Board of Human Services will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Gunnison-Hinsdale Board of Human Services per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2025 – Dec 2025	55
C/W Inquiries 0 Divided by 10	0
Total Estimated Reports	55
Less the Allotment of Reports (4 per month or 12 per quarter)	-48
Total Estimated Reports to be billed	7
Rate per Report	\$ 25.00
Estimated Investment for C/W Reports	\$ 175.00
Estimated number of APS reports Jan 2025 – Dec 2025	8
Rate per APS Report	\$ 25.00
Estimated Investment for APS reports	\$ 200.00
Total Investment for Call Coverage services	\$ 375.00

6. Gunnison-Hinsdale Board of Human Services will be billed quarterly for actual number of reports taken, less the allotted reports 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN GUNNISON-HINSDALE BOARD OF HUMAN SERVICES AND PROWERS COUNTY HCCC:

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

GENERAL RESPONSIBILITIES OF PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all the after-hours calls for Gunnison-Hinsdale Board of Human Services. After-Hours is defined as any time outside of normal business operating hours, including week-ends and holidays.

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

GENERAL RESPONSIBILITIES OF GUNNISON-HINSDALE BOARD OF HUMAN SERVICES

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

GENERAL PROVISIONS

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2025 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2026 providing for payment of such obligations. Gunnison-Hinsdale Board of Human Services shall immediately notify Prowers County should funding under this MOU fail to be appropriated in such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Approving Entities

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Entity: _____

Entity: _____

State Confirmation

Date: _____

Signed: _____

Name: _____

Title: _____

Entity: _____