

MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS

221 W Victory Way, Suite 130 Craig, Colorado 81625
(970) 824-5517 (970) 824-9191 fax

John Kinkaid
District 1

Chuck Grobe
District 2

Frank Moe
District 3

Board Meeting Agenda

Minutes will be recorded for these formal meetings

Tuesday, June 30, 2015

- | | | |
|---|--------------|--|
| 1 | 8:30 to 8:35 | Call to order
Pledge of Allegiance/Opening Prayer |
| 2 | 8:35 to 8:45 | Consent Agenda -
Review & Sign the following documents:
a) Approve Minutes : June 23 (pgs 2-6)
b) Resolution(s) for Payment of Payroll Warrants: 2015- 70, 71, & 75 (pgs 7-9)
c) Resolution for Transfer of Payment of Warrants: 2015-73 (pg 10)
d) Voided Warrants Resolution: 2015-72 (pg 11)
e) Resolution for Transfer of Intergovernmental Funds for the month of June: 2015-74 (pg 12)
f) Department of Social Services additional funding award letter (pgs 13-15)
g) Department of Social Services and CO Dept. of Human Services Memo of Understanding for IV-E Waiver (pgs 16 & 17)
h) Five County Core Services contract for Mental Health Services w/Kathy Gibbs (pg 18)
i) Shadow Mountain Village Improvement Project Phase 2 – Amendment #1 (pg 19) |
| 3 | 8:45 to 9:00 | General Discussion
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 |
| 4 | 9:00 to 9:15 | Office of Emergency Management – Tom Soos
➤ Present revised National Incident Management Systems resolution for signature (pgs 20-22)
➤ Sign EMS licenses |
| 5 | 9:15 to 9:30 | Kelly Hatten – Hatten Enterprises
➤ Present Land Use Authorization form for approval |
| 6 | 9:30 to 9:45 | Human Resources Department – Lynnette Siedschlaw
➤ Discuss Department of Social Services Director position |

****Agenda is Subject to Change until 24 hours before scheduled Hearings****

The Board may alter the times of the meetings throughout the day, or cancel or reschedule noticed meetings

10:39 AM 6/29/2015



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

June 30, 2015

In attendance: John Kinkaid, Chairman; Chuck Grobe, Vice Chair; Frank Moe, Board Member; Tori Pingley, Moffat County Deputy Clerk & Recorder; F Neil Folks; Ken Wergin; Roy Tipton; Tony St John; Lois Wymore; Jay Wymore; Lauren Blair

**Call to Order
Pledge/Opening Prayer
Consent Agenda**

Grobe made a motion to approve the consent agenda consisting of:

- a) Approved the minutes from June 23, 2015.
- b) Approved Resolution(s) for Payment of Payroll Warrants: 2015-70, 2015-71, & 2015-75
- c) Approved Resolution for Transfer of Payment of Warrants: 2015-73
- d) Approved Voided Warrants Resolution: 2015-72
- e) Approved Resolution for Transfer of Intergovernmental Funds for the month of June:2015-74
- f) Approved Department of Social Services additional funding award letter.
- g) Approved Department of Social Services and CO Dept. of Human Services Memo of Understanding for IV-E Waiver
- h) Approved Five County Core Services contract for Mental Health Services w/Kathy Gibbs.
- i) Approved Shadow Mountain Village Improvement Project Phase 2 – Amendment #1.

Moe seconded the motion. Motion carried 3-0. See attached.

Mike Fuller present

General Discussion

General discussion was held among the Board:

- ✓ Kinkaid discussed the truck traffic on Finley Lane. There have been concerns with the heavy traffic. Kinkaid looked into it, and there will be another three weeks of the industrial truck traffic coming and going on Finley. They are not able to access Shadow Mountain from the Highway side.
- ✓ St John announced Brent Curtice will be staying on as Superintendent of the Moffat County School District. St John is very excited about this. Moe concurred. St John is very appreciative of the commissioners attending school board meetings and being involved.
- ✓ Fuller mentioned the sage grouse. Kinkaid stated, Monday the Wild Earth Guardians filed a protest with the BLM concerning the sage grouse plan. Wild Earth Guardians do not feel the plan went far enough, according to the protest.

- ✓ Blair asked if there was any confusion concerning the Sage Grouse articles that came out last week. Moe stated some people thought we were out of the woods, when there was actually more to it. The block will end September 30th, 2015. Blair stated it is her understanding that fish and wildlife believe the Sage Grouse listing will be blocked through September 2016. There are also other bills out there that may block it longer.
- ✓ Lois Wymore is concerned with the future of energy. She would like to know what the plan is for the next 30 years. She feels we are so busy trying to protect and prove what we are doing is right, that we are missing the conversation concerning where the future of our energy is going.
- ✓ Folks mentioned there will be paper and a donut at the Memorial Hospital café, Wednesday at 7am.

Tom Soos present

- ✓ Kinkaid asked Folks if an Assisted Living Facility could prosper in Craig. Folks thought it would have a hard time gaining ground. There would need to be a lot of money from the commissioners to help build it.
- ✓ Moe discussed Wild Earth Guardians and the coal and energy issues.

Office of Emergency Management – Tom Soos

Soos presented a revised National Incident Management Systems resolution for signature. Resolution: 2015-76. Soos stated this came out from presidential directive after 9/11. This specific one was revised in 2014. Most of these classes only need to be taken once. HR will be tracking employees to make sure they are completed. Soos stated that it is very important to follow this resolution. If it is not followed there is a chance the County could lose grant money.

Grobe made a motion to approve Resolution 2015-76, National Incident Management Systems for Moffat County. Moe seconded the motion. Motion carried 3-0. See attached.

Soos requested Commissioners to sign EMS licenses. The licenses are due in June; they are good for one year.

Grobe made a motion to approve the EMS licenses. Moe seconded the motion. Motion carried 3-0. See attached.

Kelly Hatten present

Hatten Enterprise - Kelly Hatten

Hatten presented the Land Use Authorization form for approval. Hatten discussed using this land to train and test drivers for their CDL. Hatten Enterprises does third party CDL testing for the

state of Colorado at Loudy Simpson Park. With this land lease Hatten allows county employees to train and test at no cost. Hatten has also been plowing the snow in the area he uses, to keep it clear for testing purposes.

Grobe made a motion to renew the Land Lease for Hatten Enterprises at Loudy Simpson Park for 2015-2016. Moe seconded the motion. Motion carried 3-0.

Lois Wymore discussed a recent visit to the Dinosaur National Monument. Stated she had a great time. They have a very positive training going on, that she was very impressed by. The training available to college students has been incredible.

Lynnette Siedschlaw present

Human Resources Department – Lynnette Siedschlaw

Siedschlaw discussed Department of Social Services Director position. Siedschlaw would like to have Dollie Rose be brought in at the Step 2 rate of \$2668.80 instead of the Step 1 rate of \$2541.60 as previously discussed. Siedschlaw feels Rose has the experience and education to justify the increase.

Grobe made a motion to approve the Step 2 rate of \$2668.80. Moe seconded the motion. Motion carried 3-0.

Meeting Adjourned

Submitted by: Tori Pingley, Deputy County Clerk and Recorder

Approved by:

[Handwritten signatures]

Approved on:

7-7-15

Attest by:

[Handwritten signature]



RESOLUTION 2015-70
 PAYMENT OF PAYROLL WARRANTS
 PAYROLL ENDING 06/19/2015

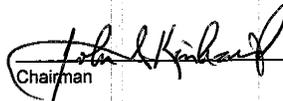
WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

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:

		6/29/2015	
FROM FUND:			
General	0010.7000	\$91,426.96	cr
Road & Bridge	0020.7000	\$69,910.18	cr
Retirement	0040.7000	\$0.00	cr
Landfill	0070.7000	\$6,581.17	cr
Airport	0120.7000	\$320.09	cr
Library	0130.7001	\$9,716.32	cr
Maybell Sanitation	0280.7000	\$319.57	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$3,287.65	cr
Mo Co Tourism	0320.7000	\$949.66	cr
PSC Jail	0072.7000	\$0.00	cr
Social Services	0030.7100	\$32,124.14	cr
SM I	0168.7000	\$2,081.38	cr
SM II	0169.7000	\$2,404.08	cr
Museum	0310.7000	\$4,957.38	cr
TO FUND:			
Warrant	0100.1000	\$224,078.58	dr

Adopted this 30th day of June A.D. 2015



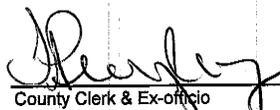
 Chairman

STATE OF COLORADO)
) ss.
 COUNTY OF MOFFAT)

I, Lila Herod, 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 30th day of June A.D. 2015



 County Clerk & Ex-officio

RESOLUTION 2015-71
 PAYMENT OF PAYROLL WARRANTS
 PAYROLL ENDING 06/20/2015

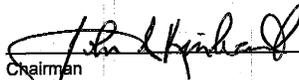
WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

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:

		6/29/2015	
FROM FUND:			
General	0010.7000	\$85,213.70	cr
Road & Bridge	0020.7000	\$36,229.41	cr
Retirement	0040.7000	\$16,323.03	cr
Landfill	0070.7000	\$3,001.19	cr
Airport	0120.7000	\$209.02	cr
Library	0130.7001	\$4,171.51	cr
Maybell Sanitation	0280.7000	\$74.36	cr
Health & Welfare	0080.7000	\$0.00	cr
Senior Citizens	0170.7000	\$1,468.86	cr
Mo Co Tourism	0320.7000	\$307.87	cr
PSC Jail	0072.7000	\$42,185.13	cr
Social Services	0030.7100	\$16,123.52	cr
SM I	0168.7000	\$691.47	cr
SM II	0169.7000	\$871.64	cr
Museum	0310.7000	\$1,811.58	cr
TO FUND:			
Warrant	0100.1000	\$208,662.29	dr

Adopted this 30th day of June A.D. 2015



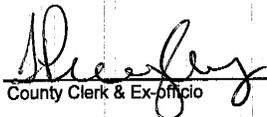
 Chairman

STATE OF COLORADO)
)ss.
 COUNTY OF MOFFAT)

I, Lila Herod, 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.



WITNESSE my hand and seal this 30th day of June A.D. 2015



 County Clerk & Ex-officio

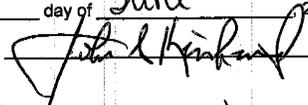
RESOLUTION 2015-75
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF JUNE 2015

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

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

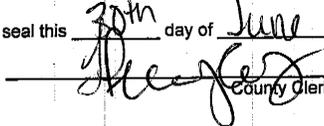
NOW THEREFORE, BE IT RESOLVED that the Moffat County Treasurer be and he is hereby authorized to transfer money among the various funds as follows:

FROM FUND:	Check Date:	6/30/2015
General	01 _____	CR 0010.7000
Road & Bridge	02 _____	CR 0020.7000
Retirement	03 _____	CR 0040.7000
Landfill	04 _____	CR 0070.7000
Airport	06 _____	CR 0120.7000
Emergency 911	07 _____	CR 0350.7000
Capital Projects	08 _____	CR 0160.7000
Conservation Trust	11 _____	CR 0060.7000
Library	12 _____	CR 0130.7001
Maybell Sanitation	13 _____	CR 0280.7000
Health & Welfare	14 _____	\$90,279.72 CR 0080.7000
Senior Citizens	15 _____	CR 0170.7000
Internal Service Fund	16 _____	CR 0325.7000
Lease Purchase Fund	17 _____	CR 0175.7000
NCT Telecom	18 _____	CR 0166.7000
Mo Co Tourism Assoc	19 _____	CR 0320.7000
PSC - JAIL	21 _____	CR 0072.7000
Social Seviles	22 _____	CR 0030.7100
Sunset Meadows I	27 _____	CR 0168.7000
Sunset Meadows I Security	27 _____	CR 0167.7000
Sunset Meadows II	28 _____	CR 0169.7000
Sunset Meadows II Security	28 _____	CR 0171.7000
Museum of NW Colorado	29 _____	CR 0310.7000
Shadow Mountain LID	30 _____	CR 0110.7000
To Fund Warrant		\$90,279.72 DR

Adopted this 30th day of June, 2015

 Chairman

STATE OF COLORADO)
)
 ss.)
)
 COUNTY OF MOFFAT

I, Lila Herod 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 30th day of June, A.D. 2015

 County Clerk & Ex-officio



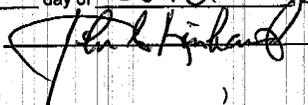
RESOLUTION 2015-73
TRANSFER OF PAYMENT OF WARRANTS
FOR THE MONTH OF JUNE 2015

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

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

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

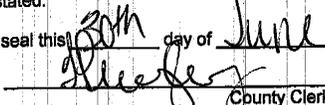
FROM FUND:	Check Date:	6/30/2015		
General	01	\$138,253.56	CR	0010.7000
Road & Bridge	02	\$320,657.15	CR	0020.7000
Retirement	03	\$0.00	CR	0040.7000
Landfill	04	\$1,836.86	CR	0070.7000
Airport	06	\$979.25	CR	0120.7000
Emergency 911	07	\$15,861.44	CR	0350.7000
Capital Projects	08	\$0.00	CR	0160.7000
Conservation Trust	11	\$0.00	CR	0060.7000
Library	12	\$12,889.42	CR	0130.7001
Maybell Sanitation	13	\$2.02	CR	0280.7000
Health & Welfare	14	\$153,733.00	CR	0080.7000
Senior Citizens	15	\$2,264.26	CR	0170.7000
Internal Service Fund	16	\$3.43	CR	0325.7000
Lease Purchase Fund	17	\$0.00	CR	0175.7000
NCT Telecom	18	\$79.90	CR	0166.7000
Mo Co Tourism Assoc	19	\$330.94	CR	0320.7000
PSC - JAIL	21	\$16,427.78	CR	0072.7000
Social Services	22	\$4,548.74	CR	0030.7100
Sunset Meadows I	27	\$3,082.74	CR	0168.7000
Sunset Meadows I Security	27		CR	0167.7000
Sunset Meadows II	28	\$5,647.57	CR	0169.7000
Sunset Meadows II Security	28		CR	0171.7000
Museum of NW Colorado	29	\$17,302.51	CR	0310.7000
Shadow Mountain LID To Fund	30	\$329,598.26	CR	0110.7000
Warrant		\$1,023,498.83	DR	

Adopted this 30th day of June, 2015


 Chairman

STATE OF COLORADO)
)
 COUNTY OF MOFFAT)
 ss.)

I, Lila Herod, 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 30th day of June, A.D. 2015


 County Clerk & Ex-officio



RESOLUTION 2015-72
 VOIDED WARRANTS RESOLUTION
 FOR THE MONTH OF JUNE

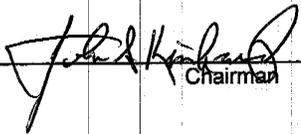
WHEREAS, The Board of Commissioners of Moffat County, Colorado, have approved the payment of various debts and obligations from the various county funds:

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:

TO: WARRANT FUND	10-0000-2003	\$ 10.00	dr
VOID FUND	WARRANT #	VENDOR NAME	
		\$ 10.00	
Social Services		\$ 10.00	
FROM: WARRANT FUND	10-0000-1001	\$ 10.00	

cr

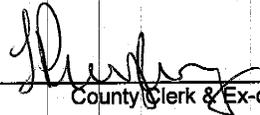


 Chairman

STATE OF COLORADO)
)ss.
 COUNTY OF MOFFAT)

I, Lila Herod, 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 30th day of June A.D. 2015



 County Clerk & Ex-officio



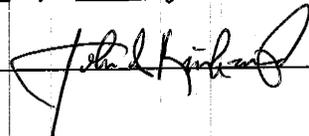
RESOLUTION 2015-74
TRANSFER OF INTERGOVERNMENT FUNDS
FOR THE MONTH OF JUNE

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

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

<i>From: (Fund)(cr)</i>	<i>Amount</i>	<i>To: (Fund) (db)</i>	<i>Amount</i>
Road & Bridge	\$ 12.89	General	\$ 12.89
Landfill	\$ 0.90	General	\$ 0.90
Tourism	\$ 1.07	General	\$ 1.07
General	\$ 7,160.00	Jail	\$ 7,160.00
Museum	\$ 36,616.41	General	\$ 36,616.41
Road & Bridge	\$ 518.40	Shadow Mtn Project	\$ 518.40
Jail	\$ 77.97	Library	\$ 77.97
Social Services	\$ 288.87	Jail	\$ 288.87
Sunset Meadows II	\$ 11,430.00	Sunset Meadows I	\$ 11,430.00
TOTALS	<u>\$ 56,106.51</u>	TOTALS	<u>\$ 56,106.51</u>

Adopted this 30th day of June A.D. 2015



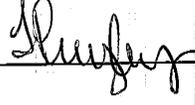
Chairman

STATE OF COLORADO)
)
COUNTY OF MOFFAT)

I, Lila Herod, 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 30th day of June A.D. 2015







COLORADO

Office of Children,
Youth & Families
Division of Child Welfare

June 15, 2015

Ms. Laura Willems
Moffat County Department of Human Services
595 Breeze Street
Craig, CO 81625

Re: Additional Child Welfare Allocation Award

Dear Director Willems:

The purpose of this letter is to notify you of the award for Moffat County for the additional child welfare allocation funds as authorized in SB 15-242: Concerning an allocation in addition to the Child Welfare Block grant to counties for the purpose of hiring new child welfare staff, and, in connection therewith, making an appropriation. Please refer to Memorandum IM-CW-2015-0008:
<https://sites.google.com/a/state.co.us/cdhs-memo-series/home>.

The Child Welfare Allocation Committee decided on an allocation methodology on 4/27/15 for these funds. Based on this methodology, the award for your county is:

Number of FTEs: 1
Total dollars: \$60,641

The conditions of this award are as follows:

1. The funds have a match: 90% State/10% Local share, unless your county is a Tier 1 or Tier 2 county as of June 30, 2014, in which there would be no match requirement.
2. Counties will be required to communicate to the State by September 1, 2015 if they elect NOT to receive all their allocated positions.
3. These funds shall not be used to provide raises to existing child welfare staff.
4. These funds shall not be used to supplant other funds. If it is found that the county has used these dollars in any other way, then the county shall be required to refund their allocation back to the State to be redistributed to other counties.
5. Counties will have to report to the State by September 1, 2015 what they are doing with their allocation amount. Counties will have to provide information regarding their staffing plans (e.g., Have counties hired staff? If not, when are they hiring and how many are they hiring?).
6. If the positions are not filled by November 30, 2015, regardless of what the plan is, the funds will be refunded back to the State and redistributed to other counties.



7. In order for the Department to fulfill its reporting obligation to the JBC, the Department is requesting the County Commissioners and County Directors attest that these positions are newly created county FTE (as defined below) after January 1, 2015. See enclosed "Attestation Statement".

Definitions:

- Child Welfare Case Carrying Case Manager: FTE is a case manager with a caseload of child welfare assessments and/or cases.
- Child Welfare Case Aide: FTE is a case aide who provides support to child welfare case carrying case manager FTE as defined above.
- Child Welfare Supervisor: FTE is a supervisor who provides supervision to the child welfare case carrying case manager FTE as defined above.

In order to track these funds/positions, please use the following County Financial Management System (CMFS) codes to direct charge these positions: Program W505, Function 1577 (90% State, 10% County).

Upon receipt of this letter, please indicate your acceptance of this award by signing and returning the enclosed attestation statement.

If additional information is required please contact Les Cowger, (303) 866-6480, or Les.Cowger@state.co.us.

Sincerely,



Ann M. Rosales, M.S.W.
Director, Division of Child Welfare

Enclosure(s):

- Copy of SB15-424
- Attestation Statement

cc: Mary Alice Mehaffey, Associate Director of Operations, Colorado Department of Human Services, Division of Child Welfare; Les Cowger, Financial Manager, Colorado Department of Human Services, Division of Child Welfare





Attestation Statement

In accepting the award for Moffat County, we, the County Commissioner(s) and County Director, hereby attest that the position(s) the County will be hiring are newly created county FTE after January 1, 2015.

The position(s) that this county will be hiring will abide by the following definitions:

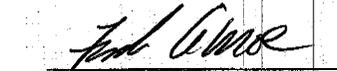
- **Child Welfare Case Carrying Case Manager:** FTE is a case manager with a caseload of child welfare assessments and/or cases.
- **Child Welfare Case Aide:** FTE is a case aide who provides support to child welfare case carrying case manager FTE as defined above.
- **Child Welfare Supervisor:** FTE is a supervisor who provides supervision to the child welfare case carrying case manager FTE as defined above.


County Director

6/30/15
Date


County Commissioner

6-30-15
Date


County Commissioner

6/30/15
Date

Please sign and return to: Irene Pérez Law, Financial and Policy Analyst, Colorado Department of Human Services, Division of Child Welfare, irene.law@state.co.us via email as a scanned document, or by mail to 1575 Sherman Street, 2nd Floor, Denver, CO 80203



MEMORANDUM OF UNDERSTANDING

The State of Colorado Department of Human Services

And

**The Board of County Commissioners or other elected governing body of Moffat
County(ies), Colorado**

This Memorandum of Understanding (or "MOU") is made this 30th day of June 2015, between the State of Colorado Department of Human Services (the "CDHS") and the Board of County Commissioners or other elected governing body of Moffat County(ies), Colorado (the "County").

CDHS is the sole state agency with the responsibility to administer or supervise the administration of the human services programs listed in CRS 26-1-201.

The Colorado General Assembly enacted SB 13-231 in response to the CDHS being granted waiver authority by the United States Department of Health and Human Services, Administration for Children and Families, under Section 1130 of the Social Security Act, which authorizes states to conduct demonstration projects which are determined to promote the objectives of parts B or E of Title IV of the Social Security Act. A copy of the waiver terms and conditions are attached to this MOU as Exhibit A.

CRS 26-5-105.4 requires CDHS and the County to enter into a Memorandum of Understanding that explains the County's duties and responsibilities in implementing the Title IV-E Waiver Demonstration Projects.

CDHS and the County understand and agree that the services outlined in this MOU are subject to available appropriations by the General Assembly, and neither party will be obligated to provide services or assistance if adequate appropriations have not been made.

The following terms are agreed to by CDHS and the County:

1. MOU MEETS PERFORMANCE AGREEMENT REQUIREMENT

The parties agree that the provisions of this MOU constitute compliance with CRS 26-5-105.4.

2. TERM

The term of this MOU will be from July 1, 2015 to and including June 30, 2016.

3. DEFINITIONS

The parties agree to provide the following minimum services to the identified populations as denoted below (check all that apply):

- Family Engagement – Meetings will be provided to families with a newly opened child welfare case during the demonstration period:
 - Within 7 business days of case opening;
 - (in FAR cases, within 7 business days after the 60th day (69 days by including weekends);
 - Within 7 business days of initial placement;
 - Every 90 days when in out-of-home care (DHS/DSS custody);
 - Every 6 months in in-home (case open).

- Permanency Roundtables – Meeting will be held quarterly for:
 - All open cases involving a child/youth with a goal of Other Planned Permanent Living Arrangement; and/or
 - All open cases involving a child/youth who has been in out of home care for 12+ months; and/or
 - Other: _____

- Kinship Supports – Support services and goods will be provided to kinship families who are:
 - Licensed kinship foster caregivers;
 - Non-licensed kinship foster caregivers.

- Trauma Informed Screening, Assessment, and Treatment to the following target population:

4. REQUIRED DUTIES OF THE COUNTY

- a) During the term of the agreement, the County agrees to implement the intervention(s) in accordance with the rules adopted by the State Board of Human Services, and as described in Exhibit B, "County IV-E Waiver Demonstration Application," modified as necessary in accordance with Section 6 of this Memorandum of Understanding.
- b) The County will maintain sufficient records, will submit reports, and will accurately record Colorado Trails (Trails) and CFMS actions as may be required to document all cost and case activities supporting the implementation of the Waiver, and will permit CDHS, its evaluators, duly designated agents and/or representatives of the federal government, to inspect the records and will make such records available to CDHS as specified in CRS 26-1-122. If the County complies with current record keeping requirements as outlined by current rules, such shall be considered to be "sufficient records."
- c) Counties shall report costs to provide an intervention service to an individual, as authorized through this MOU. The cost shall include the type of intervention service provided, the volume of such services provided, and costs of the intervention service, where applicable. The costs include intervention funds, staff and vendor costs as identified in Trails, County Financial Management System (CFMS) and/or 100% time reporting by individuals performing a waiver activity. There is a presumption that a cost is not a waiver cost unless affirmatively documented in CFMS, Trails, and/or a vendor's time detail report for 100% time reporting.
- d) The County agrees to participate in the evaluation of the Title IV-E Waiver Demonstration Project, as described under Section 3 of Exhibit A, and as established under CRS 26-5-105.4.
- e) In accordance with CRS 26-5-105.4, the County agrees to the State retaining 50% of the Child Welfare savings resulting from the IV-E Waiver activities. The remaining 50%

savings will be retained by the County for additional Child Welfare services, as defined in CRS 26-5-101.3. Cost savings are determined as follows:

- 1) The difference between *i*) the amount of Title IV-E funds that were claimed for foster care maintenance, case planning and administration and eligibility determination in State Fiscal Year (“SFY”) 2012-13, and *ii*) the amount of Title IV-E funds that would have been claimed for foster care maintenance, case planning and administration and eligibility determination in SFY 2015-16, had the State of Colorado not been granted waiver authority by the United States Department of Health and Human Services under Section 1130 of the Social Security Act.
 - 2) For the ten counties with the largest caseload size, the methodology for distributing cost savings between counties that have entered into a Title IV-E Waiver Demonstration Project MOU shall be based on the reduction in the number of foster care bed days between SFY 2012-13 and SFY 2015-16;
 - 3) For all other counties that have entered into a Title IV-E Waiver Demonstration MOU with CDHS, the methodology for distributing cost savings between counties that have entered into a Title IV-E Waiver Demonstration Project MOU shall be based on the reduction in the number of foster care bed days between either SFY 2011-12 or SFY 2012-13, and SFY 2015-16, as selected by the County.
 - 4) “Cost savings” shall not include unspent Title IV-E Waiver Demonstration Project funds provided to counties through the MOU for purposes of implementing Waiver Interventions. Any such unspent funds remaining at the end of SFY 2015-16 shall revert to the CDHS and shall be included in the total amount of available funds for counties’ SFY 2016-17 IV-E Waiver Demonstration interventions.
 - 5) The County insures any county employee funded with Title IV-E Waiver Intervention funds participates in 100% time reporting. County employees with 100% of time devoted to Title IV-E Waiver intervention(s) may utilize the 6 Month Certification form in lieu of 100% time reporting.
- f) No later than June 30, 2017, the County agrees to use 50% of the underspent county Title IV-E Waiver funds for child welfare services that can include:
- 1) IV-E Waiver intervention services to eligible and non-eligible Title IV-E children

- 2) Conventional title IV-E program services that are maintained for those Title IV-E eligible children in out of home placement
- 3) Other child welfare services to eligible and non-eligible Title IV-E children and their families
- 4) The County plan to expend either allocated Title IV-E Waiver funds, or underspent county Title IV-E Waiver funds as outlined in Exhibit B.

5. DUTIES OF CDHS

- a) CDHS will oversee the implementation of the Title IV-E Waiver Demonstration Project, and will develop standardized forms and reporting processes for the tracking of participants, in consultation with the Counties.
- b) CDHS will monitor the County's provision of Title IV-E Waiver intervention services as outlined in the Exhibit B and Exhibit C. CDHS will pull any necessary records or data for monitoring purposes from existing TRAILS and other current recording/data keeping systems. CDHS will not request the County to compile records/data that CDHS may compile or access through the use of TRAILS or other record/data keeping systems.
- c) CDHS will exercise oversight of and responsibility for the development, implementation, maintenance, and enhancement of Trails and its application relative to Child Welfare Services.
- d) For SFY 15/16 and subsequent years, CDHS agrees to allocate to counties any Title IV-E funds transmitted to the Title IV-E Waiver cash fund and appropriated by the general assembly to either implement the Title IV-E Waiver Demonstration Project, or to fund out of home placement and case planning for Title IV-E eligible children, in accordance with CRS 26-5-105.4.

6. BUDGET

In the preparing of Exhibit B, "County IV-E Waiver Demonstration Application," the County shall develop a detailed budget that identifies all direct costs associated with the implementation of the Waiver interventions, as defined in Section 3 of this Memorandum, for which the County has applied for IV-E Waiver Demonstration funds.

- a) Based on the results of negotiations with CDHS, should the level of funding awarded through the MOU differ from the funding requested through the Application, the County shall prepare and submit a revised Budget and any other changes to service delivery that will differ from the County's original Application submission. The revisions to the Application, once accepted by CDHS, shall constitute the Exhibit B, and shall become part of this MOU.
- b) With the written approval of CDHS, the County may request a revision to its accepted budget during the term of the agreement:
 - 1) The County may apply for additional IV-E Waiver funds for Waiver interventions already in practice, provided they evidence that the anticipated goals identified in a county's original approved application have or will be met by the close of SFY 2015-16. Additional funding may only be used to serve children and families beyond the number identified in the county's original application for each existing initiative.
 - 2) The County may transfer budgeted funds between expenditure line items within a specific intervention, provided that the transferred amounts do not constitute a significant modification to the services as described within the Application.
 - 3) A written statement of impact to the services as described in the Application shall be prepared by the County and accompany any requested budget revisions that exceed the thresholds as identified in Sections 6.B.1 and 6.B.2 above, and may be required by CDHS for any requested budget revision falling within the thresholds identified in Sections 6.B.1 and 6.B.2 above.

7. SEVERABILITY

To the extent that this MOU is executed, and performance of the obligations of the parties may be accomplished, the terms of the MOU are severable. Should any singular term in this MOU be declared invalid or become inoperative for any reason, it will not invalidate the MOU itself, or any of the terms included therein.

8. INTEGRATION OF UNDERSTANDING

The parties recognize the nature of the relationship between the County and the State. This relationship is governed more broadly by pertinent provisions of the Colorado Constitution and of state statutes and rules, including lawful rules promulgated by the State Board of Human Services. The parties further recognize that this MOU is not intended to supersede or change the relationship between the County and the State as established by any legal authority.

9. NO THIRD PARTY BENEFICIARY

This MOU is binding to CDHS and the County, as well as their respective successors and assigns. It is agreed that the enforcement of the terms and conditions of this MOU are reserved for CDHS and the County, to the extent permitted by law. Nothing contained in this MOU allows a claim or right of action by a third party. Any third party receiving services or benefits under the provisions of this MOU is deemed an incidental beneficiary.

10. DISPUTE RESOLUTION

Prior to the execution of this document, if the parties are unable to reach agreement concerning the inclusion of, or wording of, provisions of the MOU, either party may refer the dispute to the Title IV-E Waiver Demonstration Project Oversight Committee. The Committee's decision will be made by a majority vote of its members, and is non-binding.

If dissatisfied with the decision of the oversight committee, either party may seek review by the Office Director of Children Youth and Families or designee. Nothing in these provisions limits a party's ability to pursue other remedies available under the law.

11. TERMINATION

The parties acknowledge that withdrawal from this MOU will result in the termination of this Agreement and termination of funding and services associated with this Agreement. The County shall assure as little disruption as possible in the delivery of services provided to Recipients.

- 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, in the event of loss or reduction of resources from its funding sources and shall provide notice of withdrawal, in writing within 30 days.
- c) Lack of Compliance. CDHS may terminate the agreement if it is found the County is not complying with the terms of this memorandum. In the event the memorandum is terminated for failure to perform, interventions funds may be reduced at the discretion of CDHS.

IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives have executed this Memorandum of Understanding effective for the dates written above.

Ann Rosales, Director, Division of Child Welfare

Date

COUNTY(ies) OF Moffat COLORADO,
by and through the BOARD OF COUNTY COMMISSIONERS

[Signature]
Chairman

ATTEST:

[Signature] County Clerk
County Clerk of the Board

DATE: June 30, 15



DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
ADMINISTRATION ON CHILDREN, YOUTH AND FAMILIES
CHILDREN'S BUREAU

DEMONSTRATION PROJECT AUTHORITY

STATE: **COLORADO**

Waivers of the following provisions of the Social Security Act and Program Regulations are provided to the State to operate a demonstration project:

Section 471 (a)(10): Licensing Standards: To allow the State to waive categorically specific non-safety standards (as determined by the State) in relative foster family homes for specific children in care.

Section 472 (a): Expanded Eligibility: To allow the State to expend title IV-E funds for children and families who are not normally eligible under Part E of title IV of the Act as described in the Terms and Conditions.

Section 474(a)(1): Expanded Claiming: To allow the State to claim at the Federal medical assistance percentage any allowable expenditures of foster care maintenance payment cost savings.

Section 474(a)(3)(E) and 45 CFR 1356.60(c)(3): Expanded Services: To allow the State to make payments for services that will be provided that are not normally covered under Part E of title IV of the Act; and to allow the State to use title IV-E funds for these costs and services as described in the Terms and Conditions, Section 2.0.

All waivers are granted only to the extent necessary to accomplish the project as described in these Terms and Conditions.

DEMONSTRATION PROJECT TERMS AND CONDITIONS

COLORADO

SECTION 1: GENERAL

- 1.0 The Department of Health and Human Services (hereinafter referred to as "the Department") will grant waivers to the State of Colorado (hereinafter referred to as "the State") under Section 1130 of the Social Security Act (hereinafter referred to as "the Act") to operate a demonstration project (hereinafter referred to as "the demonstration") as set forth in these Demonstration Project Terms and Conditions. The Department reserves the right, in its sole discretion, to withdraw approval of this demonstration project, including withdrawal of any and all waivers granted by the Department at such time(s) that the Department determines that the State has materially failed to meet the requirements as set forth in these Demonstration Project Terms and Conditions. The State also retains the right to terminate the demonstration.
- 1.1 Failure to operate the demonstration as approved and according to Federal and State statutes and regulations will result in withdrawal of approval of this demonstration project. The Federal statutes and regulations with which the State must comply in the operation of the demonstration include civil rights statutes and regulations that prohibit discrimination on the basis of race, color, national origin, disability, sex, age, and religion, including title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, title II of the Americans with Disabilities Act, the nondiscrimination provisions of the Omnibus Budget Reconciliation Act of 1981, and the Multiethnic Placement Act as amended. After the demonstration is approved, the Department reserves the right to withdraw approval if agreement cannot be reached on any item(s) cited in this document as needing approval by the Department. The State also has the same right.
- 1.2 The Department may terminate the State's authority to conduct a demonstration project if, after the three-year period following approval of these Terms and Conditions, the State has not made significant progress in implementing the child welfare program improvement policies proposed by the State in its application to conduct a demonstration, and as described in section 1130(a)(3)(C) of the Act (see also Section 2.3).
- 1.3 If Federal or State statutes or regulations that would have a major effect on the design and impacts of this demonstration are enacted, or if any deficiencies or serious problems in implementation of these Terms and Conditions are noted by the Department, the Department and the State will reassess the overall demonstration and develop a mutually agreed-upon strategy for dealing with the demonstration in the context of such changes. If such a mutually agreed-upon strategy cannot be developed, the Department reserves the right, in its sole discretion, to withdraw approval at such time(s) as the Department determines.

- 1.4 All provisions of the Act not waived remain in effect.
- 1.5 The demonstration provisions will be implemented no earlier than **April 1, 2013**, and no later than **October 1, 2013**. The implementation date of the demonstration shall be the **first day on which the State offers services, subsidies, or other supports under the provisions of these Demonstration Project Terms and Conditions to participating children, caregivers, or other targeted individuals**. For cost-neutrality purposes, the demonstration shall be deemed to begin on the first day of the calendar quarter (hereinafter "quarter"), which includes the implementation date, but for the purpose of calculating costs for the initial quarter of the demonstration, only costs incurred beginning with the month that includes the implementation date will be counted. The demonstration shall end no later than the last day of the 20th quarter ending after the deemed beginning date. The demonstration provisions shall be as specified in Sections 2 and 3. Waivers necessary for the demonstration are approved upon acceptance by the Department and the State of these Demonstration Project Terms and Conditions. They will become effective as of the implementation date and will remain in effect until the last day of the 20th quarter ending after the deemed beginning date, unless the demonstration is terminated earlier. The State's project demonstration period may not exceed a maximum of five total years under the provisions of the Act, unless in the judgment of the Secretary, the demonstration project shall be allowed to continue.
- 1.6 Federal approval of these Demonstration Project Terms and Conditions shall not be construed to establish any precedent that the Department will follow in the approval of any subsequent request for Terms and Conditions.
- 1.7 Nothing in these Terms and Conditions shall create eligibility for any child or family for any Federal program or entitlement for which that child or family would not otherwise be entitled, except that title IV-E funds may be expended, according to the provisions of these Terms and Conditions, for persons who would not be eligible for title IV-E funds in the absence of the demonstration. Receipt of services reimbursable under title XIX but provided under these Terms and Conditions for children and families who are not eligible under title IV-E does not constitute eligibility for Medicaid. Children under this demonstration who are determined to be eligible under title IV-E will retain that eligibility through the duration of the demonstration project, so that such children will remain eligible for Medicaid, title IV-E Adoption Assistance, title IV-E Foster Care, and title IV-E Guardianship Assistance Program, if applicable.

SECTION 2: IMPLEMENTATION

2.0 Under these Demonstration Project Terms and Conditions, the State is authorized to implement a demonstration project **that seeks to integrate current systemic child welfare reforms and innovative practices through the use of strategies to increase family engagement and address the assessment and treatment of childhood trauma. The State's demonstration will focus on accomplishing the following goal(s):**

- Increase permanency for all infants, children, and youth by reducing the time in foster placements when possible and promoting a successful transition to adulthood for older youth.
- Increase positive outcomes for infants, children, youth, and families in their homes and communities, including tribal communities, and improve the safety and well-being of infants, children, and youth.
- Prevent child abuse and neglect and the re-entry of infants, children, and youth into foster care.

The demonstration will be implemented in up to 64 counties in the State; however, each county will implement some or all service interventions in varying stages during the demonstration time period. The demonstration's target population will include all title IV-E eligible and non-IV-E eligible children with screened-in reports of abuse or neglect and those already receiving services through an open child welfare case during the demonstration period regardless of custody status. Once the demonstration is fully implemented, the State estimates that it may serve up to 101,100 cases (duplicated count) through the six service interventions described in Section 2.1 below.

The state may choose to implement the demonstration project either by individual county performance agreements or by a change in State regulation.

2.1 The State's demonstration will include the following three primary service interventions to be implemented statewide:

- **Family Engagement:** The State will introduce family engagement precepts and processes through a combination of training, coaching, and peer mentoring. Additionally, the State will modify non-safety certification regulations of relative foster family homes to facilitate the placement of children with relatives when out-of-home placement is necessary.
- **Trauma-Informed Child Assessment:** The State will supplement existing assessment processes and instruments with standardized tools that are geared specifically toward children who have experienced trauma. The following assessment tools will be evaluated to determine the best tool for use by Colorado's county departments and behavioral health organizations and may

include but are not limited to:

- Child Observation Record
- Battelle Development Inventory
- Ages and Stages Questionnaire
- Child Development Inventory
- Behavioral and Emotional Rating Scale
- Clinical Assessment Package for Assessing Clients' Risk and Strengths
- Social Skills Rating System
- Child and Adolescent Adaptive Functioning Scale
- 4-D Strengths-Based Assessment Tools for Youth in Care
- Family, Friends, and Self Form

Colorado Behavioral Health Organizations (BHOs) and/or local child welfare service agencies may be engaged to conduct the trauma-informed assessments. The final selection of trauma-informed assessment tools, and the timeline for implementing them, will be specified in the State's Final Design and Implementation Report (Section 2.4).

- **Trauma-Focused Behavioral Health Treatments:** Counties and behavioral health organizations will increase the use of behavioral health treatments that have been shown to be effective with children who have experienced trauma through contracts with local human service providers and/or through their expanded utilization by BHOs. The treatment interventions (organized by category below) will be evaluated to determine the best tool to meet local need and may include, but are not limited, to:

- **General Case Management:** Family Connections and Solution-Based Casework
- **Trauma and Anxiety:** Eye Movement Desensitization & Reprocessing, Trauma-Focused Cognitive Behavioral Therapy, and Coping Cat
- **Therapeutic Interventions:** Multidimensional Family Therapy, Multi-systemic Therapy, and Multidimensional Treatment Foster Care
- **Substance Abuse (adults):** Motivational Interviewing
- **Depression (adults):** Cognitive Therapy and Interpersonal Psychotherapy
- **Parent Training:** The Incredible Years, Parent Management Training, Parent-Child Interaction Therapy, and Positive Parent Program (Triple P)

The final selection of trauma-focused behavioral health treatments, and the timeline for implementing them, will be specified in the State's Final Design and Implementation Report (Section 2.4).

In addition to the three primary service interventions noted above, the State will assist individual counties in identifying additional interventions to be implemented

based on the specific needs and circumstances of the county. Additional service interventions that may be implemented by counties include:

- **Permanency Roundtables:** Expansion of Casey Family Program's existing Permanency Roundtable initiative to counties that do not directly participate in the initiative, and that make substantial use of congregate care and other planned permanent living arrangements for children in out-of-home placement.
- **Kinship Supports:** Establishment of support groups and referral networks, combined with the provision of discretionary funds for time-limited supports and services, to assist non-licensed kin foster caregivers.
- **Market Segmentation:** Development of a tool to assist in the identification and recruitment of foster and adoptive parents.

The specific counties that will implement each of these supplemental service interventions, and the timeline for implementing them, will be based upon counties' readiness to implement, driven by local need, and specified in the State's Final Design and Implementation Report (Section 2.4).

- 2.2 The State shall comply with the following general provisions over the full term of the demonstration project. The State will, or where appropriate, will ensure that caseworkers, supervisors, and contracted service providers:
- a. Work closely with the evaluator to maintain the integrity of the evaluation.
 - b. Develop and deliver services to meet the individual needs of each child and family.
 - c. Ensure that any services being provided to a child or family member at the time the demonstration ends will be completed.
 - d. Ensure the confidentiality of the information collected on the children and families under the demonstration.
 - e. Ensure that the rights of children and their families are protected, and that the safety of the children is a paramount concern of the demonstration project.
 - f. Ensure that title IV-E eligibility determinations are made for all children who are involved in the demonstration project, throughout the life of the demonstration project, to ensure that eligible children retain their eligibility after the demonstration ends.
 - g. Bear any costs that exceed the amount of Federal funds provided for the demonstration.

- h. Ensure that the State is organizationally and legally prepared for all aspects of demonstration project implementation.
 - i. Ensure that a conventional title IV-E program is maintained for those children and families that are not designated to receive demonstration services, and that these children and families continue to receive services that are consistent with the "traditional services" available to such children and families in the State at the time the demonstration begins.
 - j. Ensure that all applicable provisions of the Act apply to all demonstration components except for those provisions that are explicitly waived above.
 - k. Ensure that children who are eligible for the Medicaid program will retain their eligibility for a full range of Medicaid services under the demonstration.
 - l. Ensure that any "savings" resulting from the demonstration, whether they are savings to the Federal government, to the State, or to a county or to another jurisdiction within the State, will be used for the further provision of child welfare services. For the purposes of this provision, "savings" means any amount that would have been expended for conventional title IV-E purposes in the absence of this demonstration, or that could have been expended under title IV-B of the Act.
 - m. Ensure that the State annually will provide an accounting of any additional Federal, State, tribal, and local investments made, as well as any private investments made in coordination with the State, to provide the service intervention(s) that the applicant intends to undertake through the demonstration (see Section 5.6).
 - n. Ensure that in each year throughout the duration of this demonstration the appropriate State official(s) and evaluators will attend and participate in an annual meeting of the Child Welfare Demonstration States in the Washington, D.C. area.
 - o. For the duration of the demonstration project, assure that the State shall provide health insurance coverage to any child with special needs (as determined under Sec. 473(C) of the Act) for whom there is in effect an adoption assistance agreement between the State and an adoptive parent or parents.
- 2.3 The State shall provide assurance of how the State has implemented, or plans to implement within three years of the date on which it submits its application the following child welfare program improvement policies:
- **Address Health and Mental Health Needs of Children in Foster Care: The development and implementation of a plan for meeting the physical and mental health needs of infants, children, and youth in foster care that ensures that the provision of such care is child-specific, comprehensive, appropriate, and consistent (through such means as ensuring that the child has a medical home,**

regular wellness medical visits, and addressing the issue of trauma, when appropriate).

- **Limiting the Use of Congregate Care:** The development and implementation of a plan that ensures congregate care is used appropriately and reduces the placement of children and youth in such care.

2.4 Within 90 days following acceptance of these Terms and Conditions, the State will Submit a **Preliminary Design and Implementation Report** to the Department for approval; and a **Final Design and Implementation Report** will be submitted to the Department for approval within 180 days following acceptance of these Terms and Conditions (see Section 5.2). These reports will include information about program design and implementation. Report sections regarding implementation will include:

- A Final Work Plan, outlining the key tasks, reporting requirements, and timelines throughout the course of the demonstration;
- A phase-down plan for the demonstration so that case plans for children and their families can be adjusted, if necessary, for the post-demonstration portion of their placement (See Section 6.1);
- The detailed protocol or set of policies that will guide decisions about which families or children are to be selected to participate in the demonstration, how the selection will be made, and how the suitability of services will be determined;
- Standards of quality and safety and practice requirements identified by the State to be incorporated into any agreements with public and private providers that are expected to provide support and services; and
- The status of evaluation activities, including efforts to engage a third-party evaluator.

The demonstration project will be reviewed periodically by the Department to ensure that the demonstration activities are consistent with the purposes of titles IV-B and IV-E of the Act and these Terms and Conditions in providing child welfare services, including an assurance of the safety of the children and families involved. The review is intended to ensure that benefit eligibility will not be impaired and that improved outcomes for the children and families will result. Any proposed amendment to these Terms and Conditions is subject to prior approval by the Department.

SECTION 3: EVALUATION

- 3.0 **The State will conduct an evaluation of the use of title IV-E funds to test the hypothesis that the flexible use of title IV-E funds to provide family engagement services, trauma-informed child assessments, and trauma-focused behavioral health treatments, as appropriate, will result in improved safety, permanency, and well-being for children.** The evaluation will consist of three components: A process evaluation, an outcome evaluation, and a cost analysis.

The State is required to engage a third party to conduct an evaluation of the demonstration program. The evaluator shall be an independent organization that is not affiliated with state or local government, except that state universities may be engaged to conduct the evaluation. The evaluator shall be responsible for the development of the final evaluation design within the basic evaluation parameters outlined below. The evaluator shall develop a research design and sampling plan; develop and execute the data collection and analysis plans; and prepare interim and final reports.

- 3.1 **Evaluation Design: The State's evaluation will involve a matched case comparison design and a time-series analysis. The matched case comparison design will examine changes in outcomes for children receiving one or more interventions implemented at the beginning of or early in the demonstration period compared to similar children in counties that implemented these interventions later in the demonstration period. The time series analysis will examine changes over time in key measures of child safety and permanency. To the extent possible, the State's analysis of process and outcome findings will be based on case-level data from the State's child welfare information systems, case records, and other data sources as appropriate.**

Additionally, the State's process and outcome evaluation will include an analysis of the modification of State non-safety certification regulations for relative foster family homes on child safety outcomes which will include, but are not limited to, allegations of abuse in relative foster family homes. The State will also examine the differences in outcomes for children placed in relative foster family homes as they compare to those in traditional foster family homes. These outcomes will be regularly monitored by the State's Administrative Review Division and reported in the State's progress reports (Section 5.3) and interim and final evaluation reports (Sections 5.7 and 5.8).

Additional details of the final evaluation design will be determined in consultation with the Department and the State's third-party evaluation contractor and described in the State's evaluation plan (Section 3.5).

Throughout the evaluation, the State will apprise the Department of any difficulties encountered in achieving the estimated sample sizes for the project, and in consultation with the outside evaluator will determine if such difficulties will affect the State's ability to identify statistically significant differences in key demonstration outcomes. The State

will notify the Department as soon as any serious problems are noted. Semi-annual progress reports (see Section 5.4) will include an update on the sample sizes and progress toward meeting the targeted sizes.

Cases will maintain their assigned status for the full period of the demonstration.

Modifications to the sampling plan may be proposed to the Department for approval if the sample sizes for the experimental and control groups are such that the number of clients in each group will provide adequate statistical power to detect differences in outcomes of interest between the two groups.

3.2 Process Evaluation: The evaluation will include interim and final process analyses that describe how the demonstration was implemented and that identify how demonstration services differ from services available prior to implementation of the demonstration, or from services available to children and families that are not designated to receive demonstration services. The analysis will include a logic model that describes the demonstration's objectives, the services or other interventions provided, and the way the intervention is linked to measurable outcomes. In addition, the process analysis will examine, at a minimum, the following:

- The planning process for the demonstration including whether any formal needs assessment, asset mapping, or assessment of community readiness was conducted;
- The organizational aspects of the demonstration, such as staff structure, funding committed, administrative structures, and project implementation, including ongoing monitoring, oversight, and problem resolution at various organization levels;
- The number and type of staff involved in implementation, including the training they received, as well as their experience, education and characteristics;
- The service delivery system, including procedures for determining eligibility, referring subjects for services, the array of services available, the number of children/families served and the type and duration of services provided;
- The role of the courts in the demonstration and the relationship between the child welfare agency and court system, including any efforts to jointly plan and implement the demonstration;
- Contextual factors, such as the social, economic and political forces that may have a bearing on the replicability of the intervention or influence the implementation or effectiveness of the demonstration. This discussion will note any possible confounding effects of changes in these systems, or changes resulting from other demonstrations or reforms that were implemented during the title IV-E demonstration;

- The degree to which demonstration programs and services are implemented with fidelity to their intended service models; and
- The barriers encountered during implementation, the steps taken to address these barriers, and any lessons learned during implementation.

For each of the factors described above, the process analysis will note any differences, as appropriate for the State's evaluation design, in implementation before and after the start of the demonstration, among participating counties or other administrative units, or between the experimental and control/comparison groups.

3.3 Outcome Evaluation: The State's outcome evaluation will address, at a minimum, changes in the following outcomes:

- **Caregiver knowledge and capacity.**
- **Child emotional/behavioral and social functioning.**
- **Out-of-home placement and re-entry rates (placement avoidance).**
- **Placement with kin caregivers (both licensed and unlicensed).**
- **New and repeat allegations of abuse (in relative and non-relative foster family homes).**
- **Length of stay in out-of-home care.**
- **Frequency of changes in placement setting (placement stability).**
- **Exits to permanency through reunification, guardianship, and adoption.**
- **Foster care re-entry rates.**
- **Use of congregate care.**

The State is free to propose additional research questions and outcome measures for inclusion in the evaluation.

The State will collect data to address these questions from the State's automated child welfare information systems, child welfare agency case records, and additional information sources as appropriate. The State will work with its evaluation contractor to identify other appropriate data sources to address the process and outcome measures described above.

3.4 Cost Study: The cost analysis will examine, at a minimum, the costs of the key elements of services received by children and families designated to receive demonstration services and will compare these costs with those of services available prior to the start of the demonstration, or that were received by the children and families that were not designated to receive demonstration services. The cost analysis will also include an examination of the use of key funding sources, including all relevant Federal sources such as titles IV-A, IV-B, IV-E and XIX of the Act, as well as State and local funds. The purpose of the analysis will be to compare the costs of services available through the demonstration with those of services traditionally provided to children and their families. Where feasible, a cost-effectiveness analysis will be conducted to estimate the costs of

each successful outcome achieved through the demonstration. This analysis will be conducted using one or more of the key outcome measures for which a statistically significant difference is identified.

3.5 Evaluation Reporting Requirements: The following reports and documents shall be provided to the Department for review and approval (also noted in Section 5):

- The State will submit to the Department for review a draft of the specifications or Request for Proposals (RFP) for the agreement to conduct an evaluation of the demonstration within 60 days after acceptance of these Terms and Conditions. The draft specifications must detail the objectives of the project, the evaluation design, the specific tasks to be conducted, the time frames for conducting those tasks, and a schedule and list of deliverables. The research questions, key variables, data collection methods, sample sizes and other aspects of the evaluation noted in these Terms and Conditions will be clearly described.
- The State will submit an evaluation plan to the Department for approval within 120 days after the evaluation contract is awarded. The evaluation plan must present the underlying logic linking interventions to expected outcomes, the research questions to be studied, the major variables to be measured, the final sampling plan, the data sources (including an assessment of the reliability and validity of each source), data collection procedures, and the major data analyses to be performed. The plan will describe the comparability of selected time periods and groups on key variables.
- Not later than 60 days after the conclusion of the 10th quarter following the demonstration's implementation date, the State will submit an interim evaluation report (see Section 5). The report will include a process analysis of the evaluation to date and any outcome data available at that time. The report will also include a brief description of the outcome and cost components of the evaluation planned and note any issues or problems anticipated in completion of these components. If the findings are unclear or incomplete, the Department may request revisions and resubmission of the report.
- Not later than six months after the conclusion of the demonstration (20th quarter), a final report integrating the process, outcome and cost components of the evaluation will be submitted. If the findings are unclear or incomplete, the Department may request revisions and resubmission of the report.
- The State will post copies of the interim and final evaluation reports on the State's child welfare agency Website (see Section 5.10).
- Not later than six months after the conclusion of the demonstration (20th quarter), the State will have the evaluation contractor produce and make available public-use data tapes, including documentation necessary to permit re-analysis of the data gathered during the course of the evaluation.

Public release of any evaluation or monitoring reports required under this agreement will be made only by the Department or the State. Prior to public release of such reports, the Department and the State will have at least a 30-day period for review and approval.

- 3.6 **Program Changes:** Additional program changes that are not applied equally to experimental and control/comparison groups, or that would substantially affect the evaluation of the demonstration, must be approved by the Department as an amendment to these Demonstration Project Terms and Conditions.

SECTION 4: COST NEUTRALITY

4.0 As required by section 1130(h) of the Act, the amount of Federal funds expended for this project may not exceed the amount of such funds that would be expended by the State under the State plans approved under parts B and E of title IV if the demonstration project were not conducted. Therefore, except for costs of evaluating and developing this project (as specified in Sections 4.4 and 4.5 below), starting with the deemed beginning date (see Section 1.5) the operation of this demonstration is to be cost-neutral to the Federal government with respect to maintenance and administrative costs for titles IV-B and IV-E of the Act.

4.1 Section 4 Terms:

Costs. All references made to costs (unless otherwise specifically noted) consist of total computable (gross) costs. The Federal share of demonstration project costs will be computed using the matching rate applicable to the funding category.

Maintenance Costs. All references made to maintenance costs include title IV-E allowable foster care maintenance assistance payments (per Section 475(4)(A) of the Act), and such other costs for cases deemed as title IV-E allowable through a waiver granted for this demonstration project.

Administrative Costs. All references made to administrative costs include title IV-E allowable administrative costs (per Federal regulations at 45 CFR 1356.60(c)) and other costs deemed as title IV-E allowable through a waiver granted for this demonstration project.

Cumulative. All references made to cumulative in the context of costs will indicate that costs are to be summed for all quarters from the deemed beginning date through the quarter in question.

4.2 The total costs of foster care payments, including maintenance and administrative costs, shall be an amount determined by a base allocation as determined in Section 4.2.1 below plus any annual change factor or exclusions as specified in Section 4.2.2. The results of this calculation are shown in Section 4.3, Table 1. The aggregate five-year sum of Federal share payments shall be the cumulative fixed payment that shall be made to the State. Receipt by the State of payments not greater than the cumulative fixed payment shall be considered cost neutral to the Federal government.

At least 90 days prior to implementation, the State shall provide the Department with a document showing a fixed schedule of payments for the five-year demonstration period. The State may receive quarterly payments in accordance with a schedule of quarterly payments the sum of which do not exceed the total cumulative payments under the demonstration.

4.2.1 The foster care base allocation amount to be used for purposes of establishing a cap to reflect cost neutrality to the Federal government for demonstration project operations has been determined for each of the funding categories impacted by the demonstration project through the following processes:

Source of claims: The base amount is the calculated State Fiscal Year (SFY) total computable (gross) title IV-E Foster Care claims (including current and prior quarter adjustments) submitted by Colorado on quarterly reports of expenditures and estimates (i.e. form ACF-IV-E-1 or CB-496, as applicable) during the specified time periods for the following cost categories and adjusted for baseline increases as specified below:

- **Foster care maintenance costs:** Total computable costs of \$35,943,219. This total is calculated from the average of maintenance payments claims for SFY 2008-2010.
- **Foster care administrative costs (excluding SACWIS, non-SACWIS child welfare information systems, and training):** Total computable costs of \$54,251,490. This total is calculated from the average of administration claims for SFY 2008-2010 in the following specific categories of administration: eligibility determinations and case management.

Application of base allocation: The base amount will be applied separately in determining annual allocations for maintenance assistance payments and administration.

4.2.2 The payments for each full FFY during the 5-year operational period of the demonstration project shall consist of the base amount adjusted each FFY by the change factor(s) and the exclusions described in the subsections below. Thus, payments in the second and subsequent full FFYs of demonstration operations will equal the amount calculated for the prior FFY plus any further applicable changes. Payments for demonstration operations during any partial FFY will be pro-rated proportionally by quarter to reflect the portion of the FFY when the demonstration project is operational.

4.2.2.1 The annual allocation change factors applied have been determined by the following process:

- a. **Maintenance assistance payments:** Three year average annual rate of change in the ratio of total computable maintenance payment claims to average monthly number of children.
- b. **Administration:** Three year average annual rate of change in total computable administration claims for the specified categories.

4.2.2.2 The foster care costs excluded from the cost neutrality calculation and thus subject to payment outside of the capped allocation are as follows:

- a. Any allowable foster care administrative costs not previously identified in Section 4.2.1 will be excluded from the calculation of the demonstration's capped allocation (see Section 4.3), and will be reimbursable separately in addition to the amount of the capped allocation.
- b. Any allowable SACWIS or non-SACWIS child welfare information system development or operational costs will be excluded from the calculation of the demonstration's capped allocation (see Section 4.3), and will be reimbursable separately in addition to the amount of the capped allocation. Costs associated with the development, maintenance and operation of the State's SACWIS project will be subject to applicable advance planning document and approval processes.
- c. Any allowable staff/provider or professional partner training costs will be excluded from the calculation of the demonstration's capped allocation (see Section 4.3), and will be reimbursable separately in addition to the amount of the capped allocation.

4.3 Federal title IV-E payments to the State for this demonstration, including expenditures of any realized savings, will be made for amounts in accordance with Table 1 (shown below) quarterly based on State estimates of demonstration expenditures for the next quarter in accordance with the payment schedule (as determined in Section 4.2 above).

Table 1 - Colorado Title IV-E Foster Care Total Computable Demonstration Project Capped Allocation Payments

Demonstration Project Funding Category	Base SFY Amount	SFY 2013 Allocation Cap	SFY 2014 Allocation Cap	SFY 2015 Allocation Cap	SFY 2016 Allocation Cap	SFY 2017 Allocation Cap	SFY 2018 Allocation Cap
Maintenance Payments	35,943,219	36,593,888	37,212,120	38,486,500	39,353,687	40,323,825	41,414,040
Administration	54,251,490	55,651,178	56,669,595	57,383,632	58,468,183	59,438,754	60,389,774
All Capped Categories	90,194,709	92,245,066	93,881,715	95,870,132	97,821,870	99,762,579	101,803,814

Federal title IV-E payments for demonstration operational expenditures will be made for any quarter beginning in accordance with the dates specified in section 1.5 of these terms and conditions when the demonstration is in operation and for a total period of no longer than five years (20 quarters) thereafter.

Actual expenditures claimed for the demonstration project, including expenditures of any realized savings, along with estimates in advance of each quarter, will be identified separately on the ACF quarterly claim form, CB-496. Summary fiscal information on the results of the project must be reported in Part 3 as well as other applicable parts of form CB-496. These estimates and claims relating to the demonstration will be subject to review and deferral or adjustment according to the normal procedures for reviewing title IV-E estimates and paying title IV-E claims. All other title IV-E claims that are not related to this demonstration will continue to be filed in accordance with current quarterly claiming requirements for payments for allowable cost. The State must examine its cost allocation plan to determine whether any of the components will affect the calculation of or claiming for any administrative costs under title IV-E, and if so the State must submit an amendment to the cost allocation plan prior to the implementation date to address any such effects appropriately.

- 4.4 **Developmental Costs.** Developmental costs are the expenses the State incurs to establish the demonstration prior to the project's implementation. These costs are excluded from the cost-neutrality calculation. For activities undertaken prior to the implementation date specified in Section 1.5 above, the Federal government will match the approved administrative costs related to development of the demonstration project (otherwise called developmental costs) at the applicable matching rate without application of cost allocation. Such costs can begin with the preparation of the State's proposal and may also include automated systems development and changes, policy or procedures development, and staff training. Developmental costs do not include costs for activities performed on or after the deemed start date of project operations. No later than 30 days after the State formally accepts these Terms and Conditions, the State will submit a plan, for approval by the Department, designating which administrative costs will be treated as developmental costs for purposes of this section (see Section 5.0). This section is not intended to supersede other requirements for Federal approval for administrative costs of the programs involved in the demonstration.
- 4.5 **Evaluation Costs.** Evaluation costs are expenses incurred by the external evaluator as well as those incurred by the State that are directly related to the evaluation effort. These costs are excluded from cost-neutrality calculation. Evaluation costs begin with the first evaluation planning activities and continue until the final evaluation report is submitted. Such costs will encompass all costs necessary to carry out the approved evaluation plan, including costs for evaluation activities carried out by State and local agencies as well as those carried out by the evaluation contractor. The costs of approved evaluation activities may be charged to title IV-E administrative costs without cost allocation so that the State may claim a full 50 percent of these costs as title IV-E administrative costs. The State shall address any changes needed to implement this provision through submission of appropriate amendments to its approved State cost allocation plans. Costs of evaluation that arise from the demonstration project(s) approved under these Terms and Conditions may be claimed for a reasonable period of time after the expiration of the period of this demonstration (Section 1.5) so long as the costs are for activities required by the evaluation plan(s) approved by the Department and are otherwise allowable and

reasonable. Evaluation components not approved by the Department will not qualify for Federal matching funds.

SECTION 5: MONITORING

The State will send all reports required in this section to the Children's Bureau, the Regional ACF Office, and the evaluation technical assistance contractor for this initiative.

- 5.0 The State must submit a plan, for approval by the Department, designating which administrative costs will be treated as developmental costs (see Section 4.4) no later than 30 days after accepting these Terms and Conditions.
- 5.1 Within 60 days of acceptance of these Terms and Conditions, the State will submit to the Department a draft of the specifications or Request for Proposal (RFP) and evaluation specifications for review.
- 5.2 Within 90 days following acceptance of these Terms and Conditions, the State will submit a **Preliminary Design and Implementation Report** to the Department for approval; and a **Final Design and Implementation Report** will be submitted to the Department for approval within 180 days following acceptance of these Terms and Conditions (see Section 2.4 for detailed elements of the reports).
- 5.3 The State shall submit quarterly progress reports beginning 90 days after the acceptance of these Terms and Conditions and continuing until implementation. **The Preliminary Design and Implementation Report** will serve as the first quarterly report. All subsequent reports are due no later than 30 days after the conclusion of each quarterly period and will include a basic update on the status of each activity or task identified in the Implementation Report. The report will also identify any problems encountered that may have an impact on the design or anticipated implementation schedule. Suggestions for resolving these problems will be provided for the Department's review and approval.
- 5.4 Once implementation has begun, semi-annual progress reports will be required throughout the project period summarizing project and evaluation activities and accomplishments during the reporting period as well as interim findings from the evaluation, if available. The semi-annual monitoring reports shall indicate issues or problems and resolutions regarding the implementation of the demonstration or evaluation as approved, including updates on the resolution of any significant problems identified in the implementation report. The State will address its progress toward implementing the Child Welfare Program Improvement Policies as described in Section 2.3. These reports are due no later than 30 days after the conclusion of each reporting period.
- 5.5 The State will submit an evaluation plan to the Department for approval within 90 days after the evaluation contract is awarded (Section 3.5). The evaluation plan must be approved by the Department prior to implementation.
- 5.6 The State will submit an annual accounting during the demonstration project period of all investments, public or private, made in coordination with the State to provide services under the proposed demonstration project.

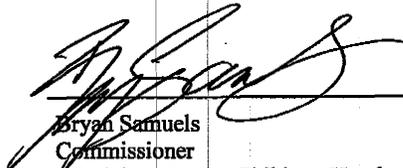
- 5.7 The State will submit an Interim Evaluation Report 60 days after the conclusion of the 10th quarter following the demonstration's implementation date (Section 3.5). Additional reports may be proposed by the State and, subject to approval by the Department, may be considered allowable components of the evaluation of the demonstration.
- 5.8 The State will submit a Final Evaluation Report six months after the project ends, integrating the process study, the outcomes study, and the cost analysis (Section 3.5).
- 5.9 The State will post copies of the interim and final evaluation reports on the State's child welfare agency Website (see Section 3.5).
- 5.10 The State will submit, or have the evaluation contractor produce and make available, public-use data tapes, including documentation necessary to permit re-analysis of the data gathered during the course of the evaluation, six months after the project ends (Section 3.5).

SECTION 6: TERMINATION PROCEDURES

- 6.0 Federal financial participation in demonstration activities requiring waivers will not be provided beyond the period approved by the Department.
- 6.1 As part of the Preliminary Design and Implementation Report and the Final Design and Implementation Report (Section 2.4), the State will submit for the Department's approval a plan to phase down and end the demonstration to ensure that there are no demonstration-related Federal costs incurred beyond the period approved by the Department. All activities requiring Department approval must cease on the date decided by the Department if the project is terminated prior to the end of the 20th quarter after the deemed beginning date of the demonstration.

Approval:

Acceptance:



Bryan Samuels
Commissioner
Administration on Children, Youth
and Families

Reggie Bicha
Executive Director
Colorado Department of
Human Services

9/28/12

Date

Date



Contract Routing Form

Moffat County policy states that contracts, leases, rental, memorandums of understanding or any other agreements of any kind that are binding on the County can only be signed by the Board of County Commissioners. Submit the original contract or agreement with all terms and conditions and this completed routing form to the County Attorney's Office to obtain an authorized signature. Contracts submitted without this form will be returned to the department. A proposed contract will not be placed on the Board of County Commissioners public meeting agenda unless this completed form is timely presented to the County Attorney.

Date: Responsible Department:

Contact Person: Phone No.:

Contract Description (Agenda Text):

Vendor Contact:

Vendor Phone:

Vendor Address:

Type of Agreement: Standard County Agreement Vendor Agreement Term:

Bid Required Yes No Date Awarded:

Payments: County pays County receives \$ No payments by either party

Target Board of County Commissioner Date: BOCC Agenda Type: Consent Action

Notes, Exemption, etc.:

Note: A minimum of two original copies of contract must be prepared. One for the "Other Party" and one for the County Attorney Files.

Department Approval:

As the responsible MANAGER for the contracts originating department, I certify that I am satisfied with the business terms and the description of goods, services, payment amounts, and terms to be provided to or from Moffat County and I do recommend Moffat County enter into this agreement. All MC purchasing procedures including bid requirements have been followed.

Signature: Date:

County Attorney Review/Approval:

Changes Required:

Returned to Originating Department: Received back from Originating Department:

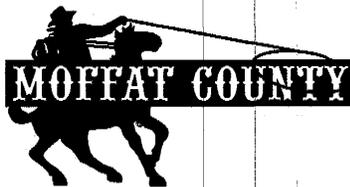
Approved
Original contract sent to Board of County Commissioner for signature: Date:

Moffat County Attorney: I have reviewed this contract entirely and it (a) does not contain legally prohibited provisions, (b) includes all legally required provisions, and (c) is not otherwise objectionable on legal, as apposed to administrative grounds; except as noted in any attached memorandum.

County Attorney: Date:

PLEASE RETURN ALL SIGNED ORIGINALS TO THE COUNTY ATTORNEY'S OFFICE

Mailed to Provider on 5/7
called on 4/17 @ 1:57pm. YJM



May 7, 2015

Kathy Gibbs
P.O. Box 880066
Steamboat Springs, CO 80488

RE: 5 County Core Services Mental Health Services

Dear Dr. Gibbs:

Please find enclosed the following Purchase of Service Contract for your review and signature.

1. Purchase of Services Contract Core Services Program Mental Health Services for June 1, 2015 through May 31, 2016.

Please sign and date each agreement where indicated, and return the signed originals to me for further processing.

Thank you for your attention to and assistance with this matter. If you have questions, please contact me at 970-826-3404.

Sincerely,

Susan R. Bengston
Moffat County Paralegal

cc: Kerri Klein, Director, Moffat County Department of Social Services

Encls.

Rebecca L. Tyree
Attorney

221 West Victory Way, Suite 120
Craig, CO 81625

(970) 826-3404 Office
(970) 826-3408 Fax

**PURCHASE OF SERVICE CONTRACT
CORE SERVICES PROGRAM
MENTAL HEALTH SERVICES
June 1, 2015 – May 31, 2016**

1. THIS CONTRACT, made this 19 day of June, 2015, by and between the Five County Northwest Region, including Grand, Jackson, Moffat, Rio Blanco and Routt Counties, through its fiscal agent Moffat County, hereinafter called "Counties," and Kathy Gibbs, P.O. Box 880066, Steamboat Springs, CO 80488, hereinafter called "Contractor."
2. This contract will be effective from June 1, 2015, until May 31, 2016.
3. Counties agree to purchase and Contractor agrees to provide **Mental Health Services** to eligible youth and families at the school or at other such location as shall facilitate the provision of such services. This service is described in Staff Manual Volume 7, Section 7.303, and the State-approved County Core Service Plan, which are incorporated by reference herein.
4. Counties agree to purchase and Contractor agrees to furnish service to be billed at the following rates:
 - Individual Counseling: \$85.00/hour - \$42.50/half hour
 - Family Therapy: \$90.00/event
 - Psychological Testing/Report Preparation: \$85.00/hour not to exceed 15 hours or \$1,275.00 per evaluation
 - Court Testimony, authorized preparation time and report writing: \$85.00/hour
 - If a client/family does not contact Contractor to reschedule or cancel prior to the scheduled appointment, and Contractor contacts Counties the same day as the missed appointment, the Counties will pay the negotiated rate of service for three times per client throughout the fiscal year.

The amount to be expended pursuant to this Agreement shall not exceed Five Thousand dollars and no/100 cents (\$5,000.00). The Moffat County Board of County Commissioners has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

5. Contractor is an independent contractor and shall not be deemed to be an employee of the Counties for any purpose. Contractor shall provide all materials necessary to perform all services to be provided as described herein. The Contractor is expected to perform the duties at its own expense, receiving no additional reimbursements for expenses without prior approval from the Counties (i.e. computer supplies, meeting expenses of its employees, phone/fax/internet fees, etc.). In addition, the Contractor is responsible for all employment expenses of its employees, including tax withholding, worker's compensation, unemployment, retirement, health insurance and other related costs.
6. Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of Counties under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of Counties' monies. Notwithstanding any termination, according to Paragraph 10, Counties shall remain liable for any amounts for prior services provided and not paid so long as services were authorized by Counties as described in Paragraph 7 (b) and billed by Contractor according to Paragraph 9 (e) and (f).
7. Counties agree:
 - a) To determine child eligibility.
 - b) To provide Contractor with authorization regarding eligibility for a child or family as the basis for services to be purchased.
 - c) To provide Contractor with referral information including name and address of family, social, medical, and educational information as appropriate to the referral.

- d) To monitor the provision of contracted service.
 - e) To pay Contractor after receipt of billing statements for services rendered satisfactorily and in accordance with this Contract.
8. Contractor/Consultant is legally present in the United States. See attached affidavit. If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.
- A. Contractor/Consultant shall not:
 - (i) Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - (ii) Enter into a contract with a subcontractor that fails to certify to Contractor/Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
 - B. Contractor/Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.
 - C. Contractor/Consultant shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
 - D. If Contractor/Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor/Consultant shall:
 - (i) Notify the subcontractor and the Counties within three days that Contractor/Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor/Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - E. Contractor/Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
 - F. If Contractor/Consultant violates this provision of this Contract, the Counties may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor/Consultant shall be liable for actual and consequential damages to the Counties as required by law.
 - G. The Counties will notify the Office of the Secretary of State if Contractor/Consultant violates this provision of this Contract and the Counties terminate the Contract for such breach.

9. Contractor agrees:

- a) Not to assign any provision of this Contract to a subcontractor.
- b) Not to charge clients any fees related to services provided under this Contract.
- c) To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable State Department of Human Services qualification requirements.
- d) To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
- e) To provide the service described herein at cost not greater than that charged to other persons in the same community.
- f) To submit a billing statement in a timely manner. Failure to do so may result in nonpayment.
- g) To safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Social Services, and laws of the United States and State of Colorado.
- h) To provide Counties with reports on the provision of service as follows:
 - Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to Counties approval.
 - At intervals of one (1) month with the submission of the monthly bill, submit reports that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment/participation.
- i) To provide any duly authorized representative of the Counties or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
- j) To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract. The Contractor also agrees to indemnify and hold the Counties harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract.
- k) **Insurance.** At all times during the term of this Agreement, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation & Employers' Liability and Unemployment Insurance:

in accordance with §§8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended;

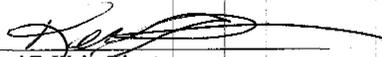
Professional Liability Insurance: \$1,000,000 per claim, and \$1,000,000 aggregate.

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 Moffat County 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. Proof of Workers' Compensation, Employer's Liability and Unemployment Insurance and Professional Liability Insurance is required. Certificate(s) of insurance shall be delivered to Moffat County at the time originals of this Agreement, executed by the Contractor, are delivered to Moffat County's Representative, identified below, for execution by the Board of County Commissioners. 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 Moffat County.

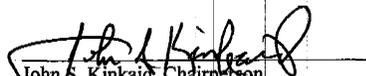
10. Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing.

FIVE COUNTY NORTHWEST REGION BY
FISCAL AGENT MOFFAT COUNTY DEPARTMENT
OF SOCIAL SERVICES


Kerri T. Klein, Director

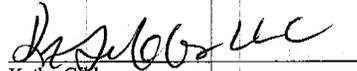
DATE: 4-16-15

FIVE COUNTY NORTHWEST REGION BY
FISCAL AGENT MOFFAT COUNTY BOARD
OF SOCIAL SERVICES


John S. Kinkaid, Chairperson

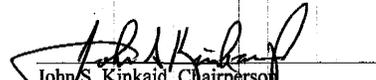
DATE: 6/30/15

CONTRACTOR


Kathy Gibbs

DATE: 6/1/15

MOFFAT COUNTY BOARD
OF COMMISSIONERS


John S. Kinkaid, Chairperson

DATE: 6/30/15

AFFIDAVIT

I, Dr. Gibbs LLC (contractor name), swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen, or
- I am a Permanent Resident of the United States, or
- I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am a sole proprietor entering into a contract with Moffat County, a political subdivision of the State of Colorado. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to entering into a contract with the state or its political subdivisions. I further acknowledge that making a false, fictitious or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under C.R.S. 18-8-503.

Dr. Gibbs LLC
Contractor

6/11/15
Date



Contract Routing Form

Moffat County policy states that contracts, leases, rental, memorandums of understanding or any other agreements of any kind that are binding on the County can only be signed by the Board of County Commissioners. Submit the original contract or agreement with all terms and conditions and this completed routing form to the County Attorney's Office to obtain an authorized signature. Contracts submitted without this form will be returned to the department. A proposed contract will not be placed on the Board of County Commissioners public meeting agenda unless this completed form is timely presented to the County Attorney.

Date: Responsible Department:

Contact Person: Phone No.:

Contract Description (Agenda Text):

Vendor Contact:

Vendor Phone:

Vendor Address:

Type of Agreement: Standard County Agreement Vendor Agreement Term:

Bid Required Yes No Date Awarded:

Payments: County pays County receives \$ No payments by either party

Target Board of County Commissioner Date: BOCC Agenda Type: Consent Action

Notes, Exemption, etc.:

Note: A minimum of two original copies of contract must be prepared. One for the "Other Party" and one for the County Attorney Files.

Department Approval:

As the responsible *MANAGER* for the contracts originating department, I certify that I am satisfied with the business terms and the description of goods, services, payment amounts, and terms to be provided to or from Moffat County and I do recommend Moffat County enter into this agreement. All MC purchasing procedures including bid requirements have been followed.

Signature: Date:

County Attorney Review/Approval:

Changes Required:

Returned to Originating Department: Received back from Originating Department:

Approved
Original contract sent to Board of County Commissioner for signature: Date:

Moffat County Attorney: I have reviewed this contract entirely and it (a) does not contain legally prohibited provisions, (b) includes all legally required provisions, and (c) is not otherwise objectionable on legal, as apposed to administrative grounds; except as noted in any attached memorandum.

County Attorney: Date:

PLEASE RETURN ALL SIGNED ORIGINALS TO THE COUNTY ATTORNEY'S OFFICE

CONTRACT AMENDMENT NUMBER 1

THIS CONTRACT AMENDMENT NUMBER 1 ("Amendment") is entered into by and between the Board of County Commissioners of Moffat County, Colorado ("BOCC") and Native Excavating Inc. ("Contractor"), whose address is 1878 13th Street, Steamboat Springs, CO 80487 whose telephone number is 970-879-6231.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Effective Date of this Amendment.** The effective date of this amendment is upon approval of the BOCC.

Identification of Original Agreement. BOCC and Contractor entered into a written agreement dated March 10, 2015 (the "Agreement"), entitled "Section 00500 Standard Agreement", concerning the following subject matter: **Construction of Moffat County and City of Craig, Shadow Mountain Village Improvements Phase 2.** That Agreement is incorporated herein by reference and except as amended herein, this amendment is subject to the terms of said Agreement and any previous amendments referencing said Agreement.

2. **Amendments.** BOCC and Contractor now desire to amend the Agreement and the prior amendments thereto, if any, as follows:

2.1. Paragraph 7 of the Agreement referencing Wage Decision Number CO150013 for Heavy Construction. It should have said Decision Number CO150013 dated 1/02/2015 for Highway Construction. Paragraph 7 below has been modified to reflect the change and is hereby inserted into the Agreement to replace the language in paragraph 7.

DAVIS-BACON PREVAILING WAGE DECISION INTEGRATION INTO CONTRACT: In completing all work as specified or indicated in the contract and contract documents for the Shadow Mountain Village Improvements phase 2, pursuant to the Davis-Bacon Act, Contractor agrees to comply with General Decision Number CO150013 dated 01/02/2015 for Highway construction in Moffat County, Colorado as issued by the Department of Labor. The Davis Bacon wage determinations referenced are attached to this document.

3. **Effect.** All terms in the Agreement remain in full force and effect except as expressly modified by this Amendment.

Resolution 2015-76
NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) TRAINING PROGRAM
FOR MOFFAT COUNTY
(Amending Resolution 2006-119 , 2008-55 & 2014-108)

WHEREAS, the Board of County Commissioners of Moffat County, State of Colorado (hereinafter BOCC) is authorized to act on behalf of Moffat County pursuant to Article XIV, Section 1 of the Colorado Constitution and Section 30-11-103, C.R.S., as amended; and

WHEREAS, the Board of County Commissioners adopted Resolution No. 2005-67, Adoption of National Incident Management System (NIMS), on July 12, 2005; and

WHEREAS, Phase I of NIMS requires that Moffat County implement training for specified personnel, volunteers and elected officials and requires that all mandated personnel, volunteers and elected officials obtain NIMS training in order for Moffat County to remain eligible for emergency preparedness training grants through the United States Department of Homeland Security and for energy impact grants through the Colorado Department of Local Affairs; and

WHEREAS, NIMS training is available in classroom and on-line format; and

WHEREAS, in Resolution 2006-119 the Board of County Commissioners has determined that certain personnel, volunteers and elected officials must receive specified levels of NIMS training in order for Moffat County to remain eligible for continued grant funding; and

WHEREAS, the Board of County Commissioners has determined that Resolution 2006-119 should be amended as to the specified levels of NIMS training required in order for Moffat County to remain eligible for continued grant funding; and The Moffat County Sheriff agrees with the specified levels of training for his staff; and

WHEREAS, the BOCC has determined that it is in best interests of Moffat County and its inhabitants to implement the NIMS system and to insure that Moffat County personnel, volunteers and/or elected officials who may be required to respond to a domestic incident receive the appropriate level of NIMS training.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Moffat County, Colorado, that the following personnel, volunteers and/or elected officials shall receive the following levels of NIMS training, or equivalent training approved by NIMS, and shall be certified as having successfully completed each training level required:

Entry Level First Respondents and Disaster Workers: FEMA IS-700, ICS - 100:

- All Road and Bridge Equipment Operators and/or Truck Drivers
- All Search and Rescue Workers
- Sheriff Office Full-Time Employees
- All Social Services Supervisors

- All Social Services Child Welfare Caseworkers
- Landfill Supervisor
- Maybell Ambulance Volunteers
- Maybell Fire Volunteers
- All Department Heads
- CART Team Members
- PIO Group Members
- Administrative Assistants to Finance, Human Resources and the Board of County Commissioners
- Paralegal in the County Attorney's Office
- Maybell Sanitation Employee

First Line Supervisors: FEMA IS – 700, ICS - 100, ICS - 200:

- All Road and Bridge Supervisors
- All Sheriff Office Corporals

Middle Management: FEMA IS – 700, FEMA IS – 800, ICS-100, ICS - 200, ICS - 300:

- All Sheriff Office Sergeants and Detectives
- Natural Resources Director
- Information Technology Director
- Road and Bridge Manager

Command and General Staff: FEMA IS – 700, FEMA IS – 800, ICS-100, ICS - 200, ICS – 300, ICS - 400:

- Moffat County Sheriff
- Moffat County Undersheriff
- Moffat County Attorney
- Finance Director
- Emergency Management Coordinator
- Road and Bridge Director
- Moffat County Public Information Officers

Elected Officials & their deputy's ISC-402 & IS-908

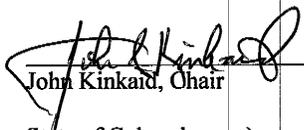
BE IT FURTHER RESOLVED that Moffat County will provide NIMS training in classroom format to its employees, volunteers and elected officials on a periodic basis. Training may also be obtained online, to be scheduled during regular working hours. Department Heads and Elected Officials shall be responsible for insuring that all current personnel in their Department or Office who are required to obtain NIMS training and have not yet received the required training do so within ninety days of the adoption of this resolution.

BE IT FURTHER RESOLVED that new personnel in the categories described above shall be required to complete the required NIMS training within ninety days of their hire date and newly elected officials shall complete the required NIMS training within ninety days of taking office.

BE IT FURTHER RESOLVED that the Moffat County Human Resources Department shall be responsible for maintaining all certifications of completion of NIMS training in the employees' personal files.

The above and foregoing Resolution was, on motion duly made and seconded, adopted by the Board of County Commissioners of Moffat County, Colorado on this 9 day of September, 2014.

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO


John Kinkard, Chair

State of Colorado)
) ss.
County of Moffat)

I, Lila Herod, Moffat County Clerk and Ex-officio to the Moffat County Board of County Commissioners, do hereby certify that the above and foregoing is a true and complete copy of the resolution as adopted by the Board of County Commissioners on the date stated above.

Witness my hand and the seal of said County this 30 day of June, 2015.

By: 
Clerk

Pre-hospital Provider License

issued to:

MOFFAT COUNTY SEARCH & RESCUE

has compiled with Resolution 2012-89 set forth by the Moffat County Board of Commissioners to provide pre-hospital care in the County of Moffat.

Expiration Date: 6/30/2016

Chairman of the Board of County Commissioners:



Pre-hospital Provider License

issued to:

CRAIG FIRE/RESCUE

has complied with Resolution 2012-89 set forth by the Moffat County Board of Commissioners to provide pre-hospital care in the County of Moffat.

Expiration Date: 6/30/2016

Chairman of the Board of County Commissioners:



Pre-hospital Provider License

issued to:

TRI-STATE G&T CRAIG STATION

has complied with Resolution 2012-89 set forth by the Moffat County Board of Commissioners to provide pre-hospital care in the County of Moffat.

Expiration Date: 6/30/2016

Chairman of the Board of County Commissioners:



Pre-hospital Provider License

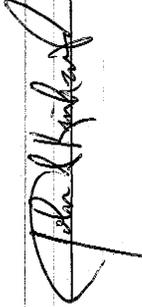
issued to:

**THE MEMORIAL HOSPITAL - EMERGENCY
MEDICAL SERVICES**

has compiled with Resolution 2012-89 set forth by the Moffat County Board of Commissioners to
provide pre-hospital care in the County of Moffat.

Expiration Date: 6/30/2016

Chairman of the Board of County Commissioners:



Pre-hospital Provider License

issued to:

MAYBELL AMBULANCE SERVICE

has complied with Resolution 2012-89 set forth by the Moffat County Board of Commissioners to provide pre-hospital care in the County of Moffat.

Expiration Date: 6/30/2016

Chairman of the Board of County Commissioners:



Pre-hospital Provider License

issued to:

COLOWYO COAL EMS

has complied with Resolution 2012-89 set forth by the Moffat County Board of Commissioners to provide pre-hospital care in the County of Moffat.

Expiration Date: 6/30/2016

Chairman of the Board of County Commissioners:



Pre-hospital Provider License

issued to:

MOFFAT COUNTY T.E.M.S.

has complied with Resolution 2012-89 set forth by the Moffat County Board of Commissioners to provide pre-hospital care in the County of Moffat.

Expiration Date: 6/30/2016

Chairman of the Board of County Commissioners:



Pre-hospital Provider License

issued to:

ST. MARY'S CAREFLIGHT

has complied with Resolution 2012-89 set forth by the Moffat County Board of Commissioners to provide pre-hospital care in the County of Moffat.

Expiration Date: 6/30/2016

Chairman of the Board of County Commissioners:



Pre-hospital Provider License

issued to:

BEARS EARS CISM

has complied with Resolution 2012-89 set forth by the Moffat County Board of Commissioners to provide pre-hospital care in the County of Moffat.

Expiration Date: 6/30/2016

Chairman of the Board of County Commissioners:



2015-2016

**Renewal for Hatten Enterprises
Land Use Authorization for
Loudy Simpson Park**

Hatten Enterprises does 3rd party CDL testing for the State of Colorado.

The State of Colorado requires a signed land use authorization form for use of un-owned (by Hatten Enterprises) property.

Benefits to Moffat County for extending this land use authorization is: All County employees choosing or that are required to upgrade existing CDL Driver's License or obtain for the first time a CDL Driver's License will be tested the first 2 times at no charge (To them or the County). All County employees are eligible for this option.

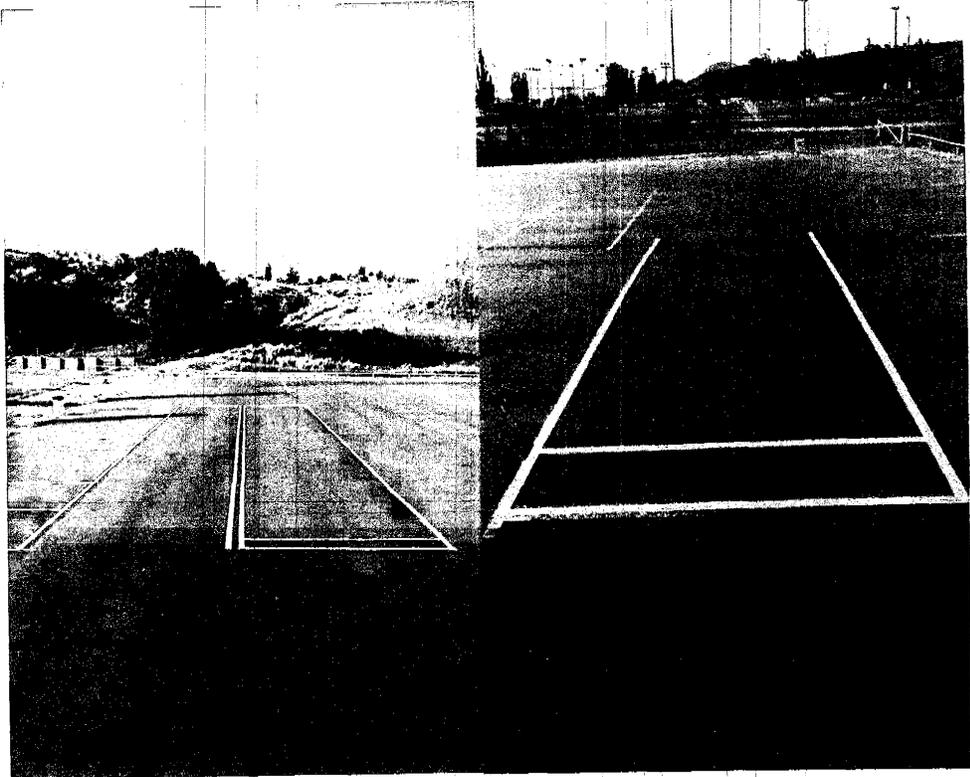
Hatten Enterprises has and will continue to work with the County offices to ensure we are not testing on the same dates that events are being held at the park.

In the past years during the winter months we understand that the County does not plow snow or remove snow for access to the West end of the park. Hatten Enterprises has removed the snow and will continue to do so.

Thank You

Kelly Hatten

Hatten Enterprises LLC



STATE OF COLORADO



DIVISION OF MOTOR VEHICLES
Department of Revenue

MAILING ADDRESS
P.O. Box 173350
Denver CO 80217-3350

TELEPHONE
(303) 205-5600

John W. Hickenlooper
Governor

Barbara J. Brohl
Executive Director

Mike Dixon
Senior MV Director

LAND USE AUTHORIZATION

The land used for the purposes of driver skill testing not owned by the CDL Testing Unit shall require written permission from the respective landlord or land owner on this form and submit to the CDL Compliance Section for approval prior to driver skill testing.

This certification confirms that Moffat County
Landowner (print)

is the property owner of the land located at:

Loudy Simpson Park 600 S. Ranney Street, Craig, CO 81625.
Property address

This property will be used for the purposes of CDL driver skill testing and access to the testing area will be granted to the CDL Compliance Section for inspection at any time.

Moffat County Thomas J. Mathers Chair grants permission to
Landowner (print) Landowner Representative (print)

Hatten Enterprises for the purposes of
CDL Testing Unit name

administering the CDL driving skills test and State inspections.

Thomas J. Mathers
Landowner Representative (signature)

970-824-5517
Phone #

9/23/14
Date

This authorization expires on 12/31/15
(Date Required)

STATE OF COLORADO

DIVISION OF MOTOR VEHICLES
Department of Revenue

DRIVER TESTING AND EDUCATION SECTION
Carol Olds, Manager

BUSINESS LOCATION
1881 Pierce Street / Lakewood, Colorado
303-205-8412

MAILING ADDRESS
Denver, Colorado 80261-0016



John W. Hickenlooper
Governor

Barbara J. Brohl
Executive Director

Mike Dixon
Senior MV Director

LAND USE AUTHORIZATION

The land used for the purposes of driver skill testing not owned by the CDL Testing Unit shall require written permission from the respective landlord or land owner on this form and submit to the CDL Compliance Section for approval prior to driver skill testing.

This certification confirms that Moffat County
Landowner (print)

is the property owner of the land located at:

Loudy Simpson Park 600 S Pannoy Street, Craig, CO 81625
Property address

This property will be used for the purposes of CDL driver skill testing and access to the testing area will be granted to the CDL Compliance Section for inspection at any time.

Moffat County Landowner (print) John Kirkaid - Chair Landowner Representative (print) grants permission to

Hatten Enterprises CDL Testing Unit name for the purposes of

administering the CDL driving skills test and State inspections.

[Signature] Landowner Representative (signature) 970-824-5517 Phone # 6/30/15 Date

This authorization expires on 12/31/16
(Date Required)

