AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Gunnison and Hinsdale Counties' Memorandum of Understanding Pursuan to House Bill 04-1451; 7/1/13 thru 6/30/14

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison and Hinsdale Counties

Term Begins: 7/1/2013 **Term Ends:** 6/30/2014 **Grant Contract #:**

Summary:
Gunnison & Hinsdale Counties MOU pursuant to HB 04-1451. This is a renewed MOU to participate in the Collaborative Management Project (FAST) for the state fiscal year of 2013-2014. Parties to the agreement are identified on page 1 of the document. Incentive funds will be earned based on the achievement of targeted outcomes identified.

Fiscal Impact: TBD

Submitted by: M.Dougherty **Submitter's Email Address:** mdougherty@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

This MOU has no fiscal impact in itself. The various agencies will cooperate by providing the services listed to area youth listed for approximately the value listed.

All estimated costs for County departments (whether from Department of Health and Human Services or Juvenile Diversion) are those that are already provided by those departments and included in the annual budget.

Reviewed by: Bcowan Discharge Date: 5/15/2013

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: ATrezise Discharge Date: 5/15/2013 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: MBirnie Discharge Date: 5/15/2013

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 5/21/2013 Follow Up Agenda Date: N/A

Revised April 2013

COUNTY NAME: Gunnison/Hinsdale County

TABLE 1: Part I - Child Welfare Common Indicators (non-incentivized)

This table includes the common Child Welfare indicators that will be tracked for the statewide evaluation.

Each CMP must select ONE of the common indicators within the Child Welfare domain to track and report on for FY13-14.

Desired Outcome	Domain	Target Population	Indicator/Measure	Selected by CMP/IOG (Y/N)
Increase stability of children served by the CMP	CW	Youth served by our ISST(s).	Number (percent) of CMP youth with new open involvements in Trails after CMP services began.	☐
Increase safety among children served by the CMP	CW	Youth served by our ISST(s).	Number (percent) of CMP youth with no substantiated abuse finding after CMP services began.	☒
Increase stability of children served by the CMP	CW	Youth served by our ISST(s).	Number of CMP youth who experience two or more moves while in out of home placement.	☐
Increase stability of children served by the CMP	CW	Youth served by our ISST(s).	Number (percent) of CMP youth discharged to a permanent home.	☐

TABLE 1: Part II - Juvenile Justice Common Indicators (non-incentivized)

This table includes the common Juvenile Justice indicators that will be tracked for the statewide evaluation.

Each CMP must select ONE of the common indicators within the Juvenile Justice domain to track and report on for FY13-14.

Desired Outcome	Domain	Target Population	Indicator/Measure	Selected by CMP/IOG (Y/N)
Increase successful intervention for children with juvenile justice involvement	JJ	Youth served by our ISST(s).	Number (percent) of CMP youth who successfully complete probation and/or parole.	☐
Increase successful intervention for children with juvenile justice involvement	JJ	Youth served by our ISST(s).	Number (percent) of revocations by technical violations where case resulted in unsuccessful termination among CMP youth.	☒
Decrease further penetration into the juvenile justice system	JJ	Youth served by our ISST(s).	Number (percent) of CMP youth who recidivate, resulting in unsuccessful completion of probation and/or parole.	☐

TABLE 1: Part III - Education Common Indicators (non-incentivized)

This table includes the common Education indicators that will be tracked for the statewide evaluation.

Each CMP should select ONE of the common indicators within the Education domain.

Desired Outcome	Domain	Target Population	Indicator/Measure	Selected by CMP/IOG (Y/N)
Improve school attendance	ED	Youth served by our ISST(s).	Number (percent) of CMP youth with improved school attendance rate between ISST intake and case closure (or at a specified date after ISST intake).	☒
Reduce disciplinary problems at school	ED	Youth served by our ISST(s).	Number (percent) of CMP youth with disciplinary actions (referrals, suspensions, or expulsion) occurring while receiving ISST services.	☐
Improve school performance (academic achievement)	ED	Youth served by our ISST(s).	Number (percent) of CMP youth demonstrating improved academic performance between ISST intake and case closure (or at a specified date after ISST intake).	☐

Maintain enrollment in school	ED	Youth served by our ISST(s).	Number (percent) of CMP youth remaining enrolled in school during the course of ISST services.	☐

TABLE 1: Part IV – Health/Mental Health Common Indicators (non-incentivized)

This table includes the common Health/Mental Health indicators that will be tracked for the statewide evaluation.

Each CMP should select ONE of the common indicators within the Health/Mental Health domain.

Desired Outcome	Domain	Target Population	Indicator/Measure	Selected by CMP/IOG (Y/N)
Decrease problem severity/increased level of functioning	H/MH	Youth served by our ISST(s).	Number (percent) of CMP youth with improved a) problem severity and b) level of functioning as determined by CCAR between ISST intake and case closure (or at a specified date after ISST intake).	☐
Reduce hospitalization for mental health services	H/MH	Youth served by our ISST(s).	Number (percent) of CMP youth placed into inpatient mental health care while receiving ISST services (or at a specified date after ISST intake).	☐
Successful completion of substance use treatment	H/MH	Youth served by our ISST(s).	Number (percent) of CMP youth who successfully complete substance use treatment between ISST intake and closure (or at a specified date after ISST intake).	☐

Increase access to health care system/providers	H/MH	Youth served by our ISST(s).	Number (percent) of CMP youth with established: a) primary care provider; b) mental health provider; c) substance use provider; d) health insurance coverage during ISST services.	☒

TABLE 2: Primary Indicators (incentivized)

For incentive purposes, you must choose a single performance goal for each domain. Use this table to describe the four indicators (one in each domain) that reflect the primary focus of your CMP efforts. Your common indicators *may* be included in this list, but they are not required to be.

Desired Outcome	Domain	Target Population	Indicator/ Performance Goal	Data Source(s)	Baseline (if applicable)	Comments
Increase safety among children served by the CMP	CW	Youth served by our ISST(s)	75% of CMP youth will not have substantiated abuse findings after CMP services began.	TRAILS	SFY 11-12 = 92%	During the involvement of an ISST
Increase successful intervention for children with juvenile justice involvement	JJ	Youth served by our ISST(s)	No more than 20% of CMP youth will terminate unsuccessfully due to revocations by technical violations.	Judicial Data Base	SFY 11-12 = 0%	During the involvement of an ISST
Decrease truancy and increase academic success for CMP involved youth	ED	Youth served by our ISST(s)	90% of CMP involved youth will have an attendance rate that will be no less than 80% (based on unexcused absences) who are enrolled at the end of the review period.	School Data Base	SFY 11-12 = 90%	During the involvement of an ISST

TABLE 2: Primary Indicators (incentivized)

For incentive purposes, you must choose a single performance goal for each domain. Use this table to describe the four indicators (one in each domain) that reflect the primary focus of your CMP efforts. Your common indicators *may* be included in this list, but they are not required to be.

Desired Outcome	Domain	Target Population	Indicator/ Performance Goal	Data Source(s)	Baseline (if applicable)	Comments
Increase timely access to Mental Health services for CMP involved youth	HMH	Youth served by our ISST(s)	95% of CMP served clients will be offered an appointment within 7 days of referral	Mental Health Providers' Data Base and private provider records	SFY 11-12 = 100%	During the involvement of an ISST

Note: Your IOG may elect to measure either or both of the common indicators you selected for the Statewide Evaluation (Table 1 Parts I-IV above) as primary indicators in any of the domains as well, or you may propose different indicators.

TABLE 3: Secondary CMP Indicators (optional)

This table is provided in the event that your IOG has developed additional target goals and measures that are not reflected above.

Table 3 is optional and should be used only if deemed useful by your IOG. If you have more than four secondary indicators, please visit the 1451 Portal (click here) to download an additional table template to complete and include with your signed MOU.

Desired Outcome	Domain	Target Population	Indicator/ Performance Goal	Data Source(s)	Baseline (if applicable)	Comments
Increase successful transitioning to a community setting	All	All Youth	90% of youth being discharged from a higher level of care (60 days or more) will have an aftercare transitional plan developed prior to discharge	ISST reports	SFY 11-12 = 100%	Higher level of care is defined by 60 days or more in an institutional setting such as RTC, TRCCF, PTRF, or correctional placement.
Increase successful intervention for children with juvenile justice involvement	JJ	Youth served by our ISST(s)	75% of sentenced youth receiving Senate Bill 94 and/or 1451 services will not go to long term placement (beyond 60 days).	TRAILS/Tri-West	SFY 11-12 = 75%	Placement is defined as 24 hour residential care in any facility or center operated or licensed by the department of human services (Colorado Children's Code 19-1-103(85)).
Decrease further penetration into the JJ System	JJ	Youth served by our ISST(s)	75% of pre-adjudicated youth enrolled in Senate Bill 94 and/or 1451 services will not incur new charges during the period of intervention.	Judicial Report	SFY 11-12 = 100%	

TABLE 3: Secondary CMP Indicators (optional)

This table is provided in the event that your IOG has developed additional target goals and measures that are not reflected above.

Table 3 is optional and should be used only if deemed useful by your IOG. If you have more than four secondary indicators, please visit the 1451 Portal (click here) to download an additional table template to complete and include with your signed MOU.

Desired Outcome	Domain	Target Population	Indicator/ Performance Goal	Data Source(s)	Baseline (if applicable)	Comments
Increase stability of children served by the CMP	HMH	Youth served by our ISST(s)	70% of youth served by an ISST who have shown an increase in level of functioning, over the course of 1 year or 1 episode of treatment, as measured by the GAF score.	Global Assessment of Functioning Scale	SFY 11-12 = N/A	Collected at ISST intake and at 6 months/or case closure
Improve School Attendance	ED	Youth Served by our ISST(s)	Attendance rates (based on excused and unexcused absences0 will be no less than 70% for all CMP involved youth enrolled at the end of the review period.	School Data base	SFY 11-12 = 70%	During the involvement of an ISST

Gunnison and Hinsdale Counties'
MEMORANDUM OF UNDERSTANDING
PURSUANT TO HOUSE BILL 04-1451

This Agreement is made by and between the **GUNNISON AND HINSDALE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES ("DHHS")**, located at 225 N. Pine, Gunnison, CO 81230; the **7th JUDICIAL DISTRICT PROBATION DEPARTMENT ("PROBATION")** located at 1200 N. Grand, Montrose, CO 81402; the **HINSDALE COUNTY PUBLIC HEALTH AND COMMUNITY SERVICES** located at 304 W. 3rd, Lake City, CO 81235; the **HINSDALE COUNTY SCHOOL DISTRICT RE1** located at 614 N. Silver, Lake City, CO 81235; the **GUNNISON WATERSHED RE1 J SCHOOL DISTRICT, ("SCHOOL DISTRICT")**, located at 800 N. Boulevard, Gunnison, CO 81230; the **MIDWESTERN COLORADO MENTAL HEALTH CENTER, ("MENTAL HEALTH")** *a non-profit corporation whose principal place of business is* located at 2130 E. Main Street, PO Box 1208, Montrose, CO 81402; **COLORADO HEALTHY PARTNERSHIP**, located at 7150 Campus Drive, Suite 300, Colorado Springs, CO 80920; **7th JUDICIAL DISTRICT ATTORNEY'S OFFICE**, located at 1200 N. Grand Avenue Box D, Montrose, CO 81401; **DIVISION OF YOUTH CORRECTIONS ("DYC")**, located at 801 Grand Avenue, Grand Junction, CO 81501; **GUNNISON COUNTY JUVENILE SERVICES**, located at 200 E. Virginia, Gunnison, CO 81230; **LAW ENFORCEMENT VICTIM SERVICES**, located at 200 N. Iowa, Gunnison, CO 81230; **SEVENTH JUDICIAL DISTRICT COURT**, located at 200 E. Virginia, Gunnison, CO 81230; **THE CENTER FOR RESTORATIVE PARCTICES**, located at 103 C W. Tomichi, Gunnison, CO 81230 **GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS,** located at 200 E. Virginia, Gunnison CO 81230. Each signatory to this agreement is referred to as a "Party", and collectively as "Parties";

WHEREAS, the Colorado General Assembly has determined that a collaborative approach to the delivery of services to children and families may lead to the provision of more appropriate and effective delivery of services; and

WHEREAS, the Colorado General Assembly has determined that such collaboration may ultimately allow the agencies providing treatment and services to provide appropriate services to children and families within existing consolidated resources; and

WHEREAS, the Colorado General Assembly has determined that it is in the best interests of the State of Colorado to establish a collaborative management of multi-agency services provided to children and families; and

WHEREAS, Colorado Revised Statutes, Section 24-1.9-101, et.seq. authorizes the county department of social services to enter memorandums of understanding with specific agencies for the purpose of promoting a collaborative system of local-level interagency oversight groups and individualized service and support teams to coordinate and manage

the provision of services to children and families who would benefit from integrated multi-agency services; and

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

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

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

The Agreement. This Memorandum of Understanding ("MOU" or "Agreement") is contained in this writing, which consists of 17 pages and 1 Attachments.
Term of the Agreement. This MOU shall be effective beginning **July 1, 2013** and shall expire **June 30, 2014**.

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

II. Population to be Served. The persons who will be recipients of services under this MOU shall be "children and families who would benefit from integrated multi-agency services". This population of persons is defined as follows:

> The persons who will be recipients of services under the MOU shall be children ages 5 – 18 and families in Gunnison and Hinsdale Counties who would benefit from integrated multi-agency services. It is anticipated that all child welfare cases within that age group would be eligible for 1451 services. Our initiative focuses on children and families with complex needs who are involved (or need involvement) with multiple systems or agencies. Children or youth (and their families) who are at risk of out of home placement, psychiatric hospitalization or detention/commitment to Division of Youth Corrections (DYC) are a primary target population. Also included would be children, youth and families who are receiving high level community services designed to prevent out of home placements, hospitalizations and detention/commitment.

III. Services and Funding Sources. The Parties agree to provide the following specific services and subject to available funds, hereby identify the following funding sources for the provision of such services.

The partner agencies will refer youth early on to the Individualized Service and Support Team (hereinafter "ISST") for purposes of assessment and service planning. The ISST and family will implement services designed to promote family wellbeing in the least restrictive and least intrusive manner possible. Service planning and provision shall be

strengths based, family focused and well coordinated. The Team will work to avoid duplication of services, establish a realistic individualized support plan and assure provider follow through.
The focus of the initiative includes:

- Early identification of youth and families needing assistance
- Accessible and individualized service
- Monitoring and follow through
- Aftercare follow up
- Program evaluation

Funding sources are identified in the following service areas through established allocations, general fund, Senate Bill funding and in-kind.

A. Human Services

DHHS will be responsible for providing services and programs to support the permanency and well being of youth and families, thus avoiding high level out of home placements. DHHS will be responsible for the following services:

Direct Services:

- Out of Home Placements - Foster Care, Kinship and Adoptions, Residential levels of care
- Intensive Case Management for all youth at risk of or who are in placements outside their homes
- Life Skills
- Day Care
- Case Services & special economic assistance
- Core Expansion Grant Mentoring Program
- Home based services
- Independent Living skills
- Public Assistance enrollment
- Access to Health Care
- Individualized Service and Support Team facilitation and participation
- Family Advocacy and Support Team involvement
- Interagency Oversight Group membership
- Family Assessments
- Parenting Classes

Staff:
Case workers, Child Welfare Manager, home based providers, mentors, Director.

In-Kind Contributions:
Offices, administrative & support staff, Intensive Case Management, caseworkers.

Phone, supplies, and computer support for all of the above.

Funding Sources:
Funding for these programs and services includes DHS Child Welfare Block, CORE Services and Administrative blocks, County Administration fund.

Projected value: $60,000

B. Probation

The goal of this initiative for 7th Judicial District's Probation Department is to safely supervise and treat youth in the community, to minimize the use of detention and commitment to Division of Youth Corrections (DYC), while maintaining community safety. The population targeted includes:

- Youth at imminent risk of placement out of the home,
- Youth at risk of detention or commitment to DYC,
- Juveniles involved in Juvenile Intensive Supervised Probation.
- Juveniles who are abusing substances and are engaged in treatment and drug court.

Direct Services: The Probation Department will be responsible for, upon order of the Court, interviewing youth and parent(s), completing risk and need assessments; collecting and reviewing school, treatment, placement, police, court, substance use, victim impact and other pertinent records to determine appropriate recommendations regarding disposition; and provide a comprehensive written Pre-Sentence report to the Court.

If ordered by the Court, Probation will provide supervision to juvenile offenders in community-based programs that are tailored to the specific risks and needs of each case. Probation conditions are tailored to the specific needs/risk of the juvenile. Juveniles may be required to meet with a probation officer as often as daily if placed on intensive supervision. On a case-by-case basis, additional requirements may be to submit to substance abuse testing, participate in mental health therapy, anger management, or other conditions. Juveniles must also comply with any additional requirements imposed by the Court. Interventions utilized to ensure client's success include the use of intermediate sanctions. These sanctions range from the use of verbal warnings, increased drug testing, referrals to support groups such as NA, AA, MRT and anger management, house arrest, community service, or referral to alternative programs. Probation staffs also provide, Individualized Service and Support Team facilitation and participation, Family Advocacy and Support Team involvement and Interagency Oversight Group membership.

Staff:
Part-time Juvenile Intensive Supervision officer, part-time supervisor and support staff.

In-Kind Contributions:
Office space, computer and phones. Part-time probation officer, supervisor and support staff time.

Funding Source: State Judicial.
Projected value: $20,000

C. Gunnison County Public Health

The goal of this initiative for Public Health is to promote health and a wellness life style through health education and direct service. Public Health will be responsible for the following services:

Direct Services:

- Health Assessment and evaluation
- Direct public health services health services and referrals such as Family Planning, Immunizations, and Women Infants and Children (WIC) nutritional services
- Nurturing Parenting programs
- Multicultural services

Staff:
Nurse, educator, and support staff.

In-Kind Contributions:
Staff time, office, supplies, and equipment. Client program and supplies.

Funding Sources:
Public Health general fund, tobacco settlement and various grant funds.

Projected value: $4,000

D. Hinsdale County Public Health

Direct Services:

- Access to local programs when available
- Outreach to youth and families in local community

Staff:
Case management on local cases as needed

In Kind Contributions:
Staff time, office supplies, client program and supplies

Funding Sources:

Projected Value (service contributions + in Kind): $2,000

E. School Districts

1) Gunnison RE 1 J Watershed School District

RE 1 J Watershed School District's commitment to this collaboration includes a partnership with Human Services and Mental Health in order to provide school based counseling and assessment services and as an active participant in the Family Advocacy and Support Team and Individualized Service and Support Team. The district will be responsible for the following on-going services for students:

Direct Services:

- Informal individual and small group counseling for students
- Character Education
- Special Education referrals and evaluations
- Health-care plans for students with medical and health needs
- Behavior Plan development
- Consultation services from the School Psychologist
- Career Counseling and Academic Advising for students
- Homework Clubs
- Individualized Service and Support Team facilitation and participation
- Family Advocacy and Support Team involvement
- DYC catchment fees
- Interagency Oversight Group membership
- 1-1 educational assistants for students with challenging behavioral or mental health needs

In-Kind Contributions:
Staff time in the form of participation in Family Advocacy and Support Team and Individualized Service and Support Team meetings.

In addition, the district provides in-kind contributions of office space, supplies, and equipment needed in the administrative activities associated with support and services to students and families.

Funding Sources: General fund, Federal and State grants.

Projected value: $65,000

2) Hinsdale County RE-1School District

Hinsdale County School District's commitment to this collaboration includes partnerships with Human Services, Public Health and Community Services, and Mental Health to provide school-based support, counseling and assessment services and active participation in Family Advocacy and Support Team and Individualized Service and

Support Team. The District will be responsible for the following on-going services for students:

Direct Services:
- Student Support Teams
- Life Skills Training Program
- Academic Mentoring
- Tutoring
- Informal individual and small group counseling for students
- Special education referrals and evaluations
- Consultation with the school psychologist
- Health-care plan development and implementation
- Behavior support plan development and implementation
- Individualized Service and Support Team facilitation and participation
- Family Advocacy and Support Team involvement
- Interagency Oversight Group membership

In-Kind Contributions:
Staff time as participants in Family Advocacy and Support Team and Individualized Service and Support Team meetings and office space, supplies and equipment as needed in administrative activities associated with support and services to students and families.

Projected value: $5,000.

F. Mental Health (BHO and MSO)

Midwestern Colorado Mental Health Center is a non-profit organization that serves as the regional Behavioral Health Organization (BHO) and Managed Service Organization (MSO) entity. Their primary focus is to serve those children, adults, and families who have been hospitalized or who are at significant risk of hospitalization. Additionally, The Center provides mental health and substance abuse services to promote wellness for individuals and their families in the community. The Center will be responsible for the following services:

Direct Services:
- Individual, family and group therapy services
- Case management
- Dialectical Behavioral Therapy
- Substance abuse services including Life Style Recovery Program
- Psychiatric assessments and medication management
- Emergency mental health evaluation
- Drug court and Family court participation
- Family psycho educational services
- Individualized Service and Support Team facilitation and participation

- Family Advocacy and Support Team involvement
- Interagency Oversight Group membership

Staff:
Therapists, case manager, and program supervisor.

In-Kind Services:
Staff, offices, video conferencing, supplies, equipment.

Funding Sources:
Funding sources include Medicaid, CHP +, CORE, General Fund, County dollars, grants, and Contracts with partner agencies.

Projected value: $7,000

G. Juvenile Services

The mission of Juvenile Services is to provide information, prevention and intervention services to youth and their families so they can become healthy, responsible and productively involved in their communities. Juvenile Services will be responsible for the following services:

Direct Services:
- Juveniles enrolled in the intervention program are required to meet regularly with Diversion staff and complete conditions such as community service, restitution, school, work, life skills, mental health treatment, drug tests and substance abuse counseling. Upon successful completion of the program, no court record remains. The Juvenile Services intervention program serves over 40 youth and families each year.
- SB 94 Services
- Plus Mentoring Services
- Early intervention services include Individualized Service and Support Team facilitation and participation.
- Prevention services include the community Coalition based Substance Abuse Prevention Project that serves 500 youth per year.
- Family Advocacy and Support Team involvement
- Interagency Oversight Group membership

Staff:
Juvenile Services staff includes 4 full-time staff members and 1 part-time Wraparound facilitator.

In- Kind Contributions:
Staff time, office space, equipment and supplies.

Funding Sources:
Gunnison County, Client fees

Projected value: $35,000.

H. Division of Youth Corrections

The focus of this initiative for the Division of Youth Corrections is to partner with the 7th Judicial District to provide SB 94 funding and services, which includes Gunnison and Hinsdale Counties. DYC will also provide funding to support management of Gunnison and Hinsdale County youth who are committed to and paroled from DYC. DYC will be responsible for the following services:

Services & Staff:

- Participate on various staffing committees
- Participate in local community assessment efforts as well as in the ISST type of committees.
- DYC will commit leadership staff to support all levels of the HB-1451 project (IOG, operations, ISST, and subcommittees).
- Client Managers/parole officers will staff high risk and difficult cases with community groups as appropriate.
- DYC will support local efforts to implement evidenced based practices through parole aftercare funds.
- DYC will be available to consult with local groups, which are staffing sentencing recommendations that may include a commitment to DYC.

In-kind contributions:
Staff time, office space, equipment and supplies

Funding Sources:
SB 94 Allocation, Parole Program and Services funding, and Justice Assistance Grant funding where awarded.

Projected Value: $20,000

I. DV/ Victim Services

The Gunnison County Law Enforcement Crime Victim Services Unit provides victims and witnesses of crime an active role in the criminal justice process, as outlined and guaranteed by the Colorado Victim Rights Act (Colorado Revised Statutes 24-4.1-101 through 24-4.1-304). The Victim Services Unit serves as a liaison between law enforcement personnel and the community by providing Community Education, Outreach

programs, and support to civilians following critical incidents. Gunnison County Victim Services is will be responsible for the following services:

Direct Services:

- 24 Hour Advocacy
- Information
- Referrals
- Safe Shelter
- Case Management
- Support law enforcement officers by responding to the scene of a crime or incident at the request of officers or victims
- Advocate victim rights that are related to critical stages in the criminal justice process.
- Will provide expertise and education in the areas of Domestic Violence and Sexual Assault.
- Individualized Service and Support Team facilitation and participation
- Family Advocacy Support Team participation
- Interagency Oversight Group membership

Staff: Victim Assistance Coordinator and support staff.

In Kind Contributions: Office, supplies, and equipment needed in administrative activities associated with support services to victims and families. Staff time in the form of participation in the Interagency Oversight Group, Family Advocacy Support Team and Individual Service and Support Teams.

Funding Sources: State and Federal Grants.

Projected Value: $3,000

J. Restorative Practices

The focus of this initiative for Restorative Practices is to reduce the number of youth in detention by providing services that allow the youth to remain safely in the community and to promote pro-social behavior to reduce recidivism. Restorative Practices will be responsible for the following services:

Direct Services:

- Community Group Conferencing
- Community Circles (Peace Keeping, Peace Making, Accountability)
- Family Group Conferencing
- Minors in Possession Family and Group Conferencing
- Individualized Service and Support Team facilitation and participation
- Family Advocacy and Support Team involvement

- Interagency Oversight Group membership
- Case coordination

Staff: Part-time Restorative Practices Director, Case Coordinator, Western State College Student Participants, Volunteer Facilitators and Conferencing/Circle Participants and community members.

In-kind Contributions: Staff, equipment, meeting rooms, supplies.

Funding Sources: Federal and Colorado State Grants, Gunnison County cash and in-kind financial support, Private Foundations, Personal Donations

Projected value: $7,500

IV. Oversight group. The Parties agree that there is hereby created an Interagency Oversight Group, "IOG", whose membership shall be comprised of a local representative of each Party to this MOU, each such Party having voting member status. Membership requirements are

- Designate a policy and decision-making representative or designee
- Nominate an appropriate individual from within their current organization to serve as a replacement if they must discontinue service.
- Attend and actively participate in regularly scheduled meetings;
- Represent an organization while simultaneously viewing services to families and children on a systems-level;
- Approve the contribution of time, resources, and/or funding to solve problems;
- Assume personal responsibility in oversight of the project to read reports, make recommendations and manage conflict;
- Assume solution focused responsibility for oversight of the financial status of the project
- Participate in both short and long-term planning, goal setting
- Assume personal responsibility to help assure the project remains mission driven
- Commit to problem solving and decision making through consensus, realizing that voting is only resorted to when an intractable impasse is reached.
- Comply with the Memorandum of Understanding Pursuant to House Bill 04-1451 and other documents and agreements pertaining to House Bill 1451;

a) Action by the Interagency Oversight Group requires a majority vote of the voting members excluding vacancies or conflicts of interests. The respective agency administrator or their designee and citizen member(s) shall have one vote on proposed action items. A quorum of 7 members is required to take action and said actions shall be based on majority vote. A quorum can be met by members present or

designated proxy. Voting may be conducted via teleconferencing, electronically or in meetings. Voting applies on all topics. (Voting members are indicated on the signature page).

b) Officers of the IOG shall be selected by: The Interagency Oversight Group shall elect from among their members by a majority vote, a Chair and Vice-Chair at the January meeting each year. Officers shall assume office upon election and serve for two years or until their successors are elected. Duties of each of the officers are:

1. **Chair** (elected- 2 yrs): The Chair shall be the official spokesperson for the IOG and shall serve a term of two years with elections being held in January. They shall preside over all meetings of the IOG. The Chair will call the result of consensus decision making and any votes which may occur. The Chair will sit on the Administrative Committee which will jointly set the agenda for all meetings. The Chair will also work with the Administrative Committee to appoint chairs of all sub-committees. The Chair will represent the interests of the IOG regarding authorization of funds and will act as the liaison between the IOG and the State Department of Human Services' budget office.

2. **Vice-Chair/Secretary** (elected – 2 yrs): The Vice Chair shall sit on the Administrative Committee, serve a term of two years, and assume the responsibilities of the Chair in their absence. The Secretary will take minutes of the meetings including the names of all members present at the meeting and will get them to the HB 1451/FAST Coordinator within two weeks following the meeting. The 1451 Coordinator will then distribute the minutes along with the agenda to the IOG members at least three days prior to the next IOG meeting. The 1451 Coordinator will maintain an archive of IOG minutes for no less than 3 years.

c) Procedures for resolving disputes by a majority vote of those members authorized to vote are: Disagreements between workers (either those on the integrated team or other workers in the agencies who become involved in the case) should discuss their issues with each other and go to their supervisors if necessary. If supervisors of each agency cannot agree, the matter may come before the Interagency Oversight Group. The Interagency Oversight Group will make decisions by majority vote and all members agree to support the decision of the group. The respective agency administrator or their designee and citizen member(s) shall have one vote on proposed action items.

d) The Interagency Oversight Group shall have final decision-making authority.

e) The Interagency Oversight Group shall review budgetary and/or programmatic recommendations of the Family Advocacy and Support Team and the Individualized Service and Support Teams. The Interagency Oversight Group may delegate decisions, empowering representatives on the Family Advocacy and Support Team

and Individualized Service and Support Team to contemporaneously make treatment and resource application decisions based on the needs of the population served.

f) The Interagency Oversight Group shall have the powers and authority to act without the Family Advocacy and Support Team's recommendations regarding HB 1451 money in the intervals between Board meetings when compelling need for such action exists and a full meeting of the Board is not possible or practical. The Interagency Oversight Group shall report any actions taken at the next regularly scheduled meeting of the Family Advocacy and Support Team.

g) In the event that the IOG identifies a need for a subcommittee group, the following process shall be followed for creation of such subcommittee: Committees may be appointed by the Interagency Oversight Group from the group membership or designees from time to time to work on special projects and report their findings to the Interagency Oversight Group. Upon the completion of the assigned task the committee shall be dissolved.

h) The Interagency Oversight Group shall meet at least six times a year.

i) This Interagency Oversight Group shall have the authority to make all final decisions on HB 1415 funding issues.

j) The IOG Administrative Committee will meet at a minimum of four times per year. Members of the Administrative Committee will include a representative from each fiscal agent (Gunnison/Hinsdale DHHS), the Chair and Vice Chair from the IOG, Senate Bill 94, Juvenile Services Director, the Treasurer, and if not otherwise represented a representative from the agency which employs the HB 1451/FAST Coordinator. The IOG membership is inclusive and encourages participation from all four outcome domains (Health, Child Welfare, Juvenile Justice, and Education.).

k) The Family Advocacy and Support Team shall serve as an advisory body to the Interagency Oversight Group and the Interagency Oversight Group members shall be represented on the Family Advocacy and Support Team.

V. Collaborative Management Processes. The IOG shall establish a collaborative management process to be utilized by individualized service and support teams described below. The collaborative management process shall address risk sharing, resource pooling, performance expectations, outcome monitoring, and staff training in order to do the following:

A. Reduce duplication and eliminate fragmentation of services provided to children and families who would benefit from integrated multi-agency services.

B. Increase the quality, appropriateness, and effectiveness of services delivered to children and families who would benefit from multi-agency services., to achieve better outcomes; and

C. Encourage cost sharing among service providers.

The IOG shall use the Strategic Planning process to guide program development efforts and to address resource issues. The Strategic Plan document is an integral part of the FAST process both in development and implementation. The IOG meetings serve as a format to address quality of care issues and will act to address continued quality improvement efforts.

VI. Individualized Service and Support Teams. The IOG is authorized to create individualized service and support teams, (hereinafter "ISST") to develop a service and support plan and provide services to children and families who would benefit from integrated multi-agency services. The ISST shall have the authority to make resource application decisions consistent with the resource guidelines appropriate to the respective service. The ISST is comprised of agency and community members based on the families' preference. The ISST utilizes a family centered; strengths based approach in meeting the needs of the family. The ISST will coordinate family service plans to identify needs and resources based on priorities of the family and providers. The ISST meets at least one time per month. ISST members are expected to participate in the FAST weekly collaborations.

VII. Authorization to Contribute Resources and Funding. Each Party to this MOU represents that it has the authority to approve the contribution of time, resources, and funding to solve problems identified by the IOG in order to create a seamless, collaborative system of delivering multi-agency services to children and families. The resources and funding to be contributed are identified on page 2-10, Section III.

- Fiscal Authority – The Interagency Oversight Group shall have the final decision making authority on all HB 1451 funding issues.

VIII. Reinvestment of Moneys Saved. The IOG will create a procedure, subject to the approval of the head or director of each Party agency, to allow any moneys resulting from waivers granted by the federal government and any state general fund savings realized as a result of the implementation of services provided to children and families who would benefit from multi-agency services and families who would benefit from multi-agency services. Pursuant to this MOU to be reinvested by the Parties to this agreement in order to provide appropriate services to children and families who would benefit from integrated multi-agency services. Gunnison/Hinsdale County DHHS elects to: ☐ retain the non-county share of the under-expenditure of our general fund county child welfare block allocation or ✕ participate in surplus distribution for SFY 2013-14.

The IOG shall make determinations as to the investment of incentive funds by majority vote into program areas or to agencies providing such services. The investment shall be based on priority needs identified through the Family Advocacy and Support Team and Interagency Oversight Group in a strategic needs assessment process. The HB 1451 Coordinator shall prepare a proposed budget based on Gunnison County's budgeting process. The proposed budget shall be based on the CMP strategic plan. The Coordinator will initiate the strategic plan that is developed in collaboration with FAST, families and

IOG. The plan will be developed through a needs assessment, satisfaction survey and in consideration of established outcomes. The IOG shall review the strategic plan and financial reports at least quarterly for amendment as necessary.

IX. Performance-Based Measures. The Parties hereby determine that they will attempt to meet performance measures specified by the Department of Human Services ("DHS") and elements of collaborative management as defined by rule of the State Board of Human Services, ("State Board").

The IOG will create a procedure, subject to the approval of the head or director of each Party agency, to allow incentive moneys received by the DHHS, and allocated pursuant to Section 24-1.9-104, C.R.S. to be reinvested by the Parties to provide appropriate services to children and families who would benefit from multi-agency services.

The IOG shall make determinations as to the investment of incentive funds by majority vote into program areas or to agencies providing such services. The investment shall be based on priority needs identified through the Family Advocacy and Support Team and Interagency Oversight Group in a strategic needs assessment process. The HB 1451 Coordinator shall prepare a proposed budget based on Gunnison County's budgeting process. The proposed budget shall be based on the CMP strategic plan. The Coordinator will initiate the strategic plan that is developed in collaboration with FAST, families and IOG. The plan will be developed through a needs assessment, satisfaction survey and in consideration of established outcomes. The IOG shall review the strategic plan and financial reports at least quarterly for amendment as necessary.

The FAST Executive Committee will continue to review all financial requests for services specific to families. The requests will be based on the needs identified by the Individual Service and Support Teams and the family integrated service plan. All available funding sources will be identified and exhausted prior to a request for incentive funds.

TARGETED OUTCOMES:

DHHS:

- 75% of CMP involved youth will not have substantiated abuse finding during CMP involvement.

Juvenile Justice:

- No more than 20% of CMP youth will terminate unsuccessfully due to revocations by technical violations, during involvement of an open ISST.
- 75% of sentenced youth receiving Senate Bill 94 and/or 1451 services will not go in long term placement (beyond 60 days)
- 75% of pre-adjudicated youth enrolled in Senate Bill 94 and/or 1451 services will not incur new charges during the period of the intervention.

School:

- Number of CMP youth with improved school attendance rate between ISST intake and case closure (or at a specified date after ISST intake).
- 90% of CMP involved youth will have an attendance rate that will be no less than 80% (based on unexcused absences) who are enrolled at the end of the review period.
- Attendance rates (based on excused and unexcused absences) will be no less than 70% for all CMP youth enrolled at the end of the review period

Health / Mental Health:

- Number (%) of CMP youth with established: (a) primary care provider; (b) mental health provider; (c) substance use provider; (d) health insurance coverage during ISST services
- 95% of CMP involved youth/families will be offered an appointment within 7 days of initial referral.
- 70% of youth served by an ISST who have shown an increase in level of functioning, over the course of 1 year or 1 episode of treatment, as measured by the GAF score.

All Domains

- 90% of youth being discharged from a higher level of care (60 days or more) will have an aftercare transitional plan developed prior to discharge (higher level of care is defined by 60 days or more in an institutional setting such as RTC, TRCCF, PTRF, or correctional placement).

X. Confidentiality Compliance. Parties agree that State and Federal law concerning confidentiality shall be followed by the Parties and IOG. Any records used or developed by the IOG or its members or by the ISST that relate to a particular person are to be kept confidential and may not be released to any other person or agency, except as provided by law. A single release of information continues to be utilized that covers the confidentiality needs of all Parties and will only be signed by children and families who would benefit from multi agency services, once a year, to better facilitate the exchange of information. *It is anticipated that implementation of the consent to release information format under development by the Colorado Children and Youth Information sharing collaborative, once finalized, will be suitable for this purpose.*

XI. Termination of MOU. The Parties acknowledge that withdrawal from this MOU of any statutorily required Party will result in the automatic termination of this Agreement and termination of the collaborative system of delivery of services developed hereunder. The withdrawing Party shall assist the other Parties to achieve an orderly dissolution of

the collaborative system with as little disruption as possible in the delivery of services provided to children and families who would benefit from multi-agency services.

A. **Withdrawal/Termination.** Any Party may withdraw from this Agreement at any time by providing 30 days written notice to all other Parties.

B. **For Loss of Funds.** Any Party may withdraw from this Agreement, or modify the level of its commitment of services and resources hereunder, effective immediately, in the event of loss or reduction of resources from its funding source identified herein. Any Party withdrawing due to loss of funds will provide notice of withdrawal, in writing within 30 days.

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

THE GUNNISON AND HINSDALE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES (*voting member)

By: _____ Date_____

Its: _____

GUNNISON WATERSHED RE1 J SCHOOL DISTRICT (*voting member)

By: _____ Date_____

Its: _____

THE SEVENTH JUDICIAL DISTRICT ATTORNEY'S OFFICE (*voting member)

By: _____ Date_____

Its: _____

THE SEVENTH JUDICIAL PROBATION DEPARTMENT (*voting member)

By: _____ Date_____

Its: _____

THE HINSDALE COUNTY PUBLIC HEALTH DEPARTMENT (*voting member)

By: _____ Date_____

Its: _____

THE MIDWESTERN COLORADO MENTAL HEALTH CENTER (*voting member)

By: _____ Date_____

Its: _____

THE BEHAVIORAL HEALTH ORGANIZATION

By: _____ Date_____

Its: _____

THE HINSDALE COUNTY SCHOOL DISTRICT RE1 (*voting member)

By: _____ Date_____

Its: _____

THE CENTER FOR RESTORATIVE PRACTICES (*voting member)

By: _____ Date_____

Its: _____

THE GUNNISON COUNTY JUVENILE SERVICES (*voting member)
By: _____Date_____

Its: _____

THE DIVISION OF YOUTH CORRECTIONS (*voting member)
By: _____Date_____

Its: _____

THE SEVENTH JUDICIAL DISTRICT COURT
By: _____Date_____

Its: _____

GUNNISON COUNTY LAW ENFORCEMENT VICTIM'S SERVICES (*voting member)
By: _____Date_____

Its: _____

THE GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS
By: _____Date_____

Its: _____