AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: MOU; HCCC

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison and Hinsdale counties and HCCC

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Currently, all after hour child and adult protection calls that come in through the Hotline County Connection Center (HCCC) are routed to Gunnison Dispatch. This can be problematic for many of the callers who just want to make a call of record and for the dispatcher trying to determine what the

Fiscal Impact: after hours coverage is estimated to be free

Submitted by: Marilyn Cheever **Submitter's Email Address:** marilyn.cheever@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, zero fiscal impact anticipated. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/24/2020

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

Comments:
ok db 7/1/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 7/1/2020 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\emense Discharge Date: 7/2/2020

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 7/7/2020

Revised April 2015

Gunnison County
COLORADO

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Phone: (970) 641-3244
220 N Spruce, Gunnison, CO 81230

Date: June 17, 2020

Michelle Barnes, Executive Director
Colorado Department of Human Services
1575 Sherman Street, 8th Floor
Denver, CO 80203

Dear Director Barnes,

The Gunnison County Board of County Commissioners (BOCC) officially requests that the State of Colorado Department of Human Services provide Hotline County Connection Center (HCCC) services for our county during non-business hours. In this case, non-business hours, also known as after-hours, are defined as any time outside of normal business operating hours including weekends and holidays. It is understood that the HCCC will answer our calls of suspected child abuse and neglect, provide Information Gathering Services, to include enhanced screening, and document those initial reports in the statewide reporting system. It is also understood that all screening, assessment and decision-making responsibilities remain with Gunnison County.

We acknowledge that a Memorandum of Understanding (MOU) outlining the terms and conditions, the roles and responsibilities, and cost reimbursement will need to be prepared and agreed to by all parties prior to the arrangements becoming final.

It is understood that the aforementioned request is subject to available resources as determined by the State and the HCCC. In addition, we acknowledge this request is subject to approval by the State of Colorado Department of Human Services Executive Director.

Requesting Authority

_____ _____

Chairman, Gunnison County Board of County Commissioners Signature

Date

MEMORANDUM OF UNDERSTANDING
Between
GUNNISON COUNTY
and
PROWERS COUNTY

INTRODUCTION:

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

PURPOSE:

1. In 2015, the state of Colorado activated the Colorado Child Abuse and Neglect Hotline ("Hotline") in order to provide a one, easy-to-remember toll-free phone number for individuals to use statewide to report suspected child abuse and neglect. The hotline serves as a direct, immediate and efficient route to the counties which are responsible for accepting and responding to child abuse and neglect inquiries and reports. The Hotline calls are currently routed to the County where a child resides.
2. This Memorandum of Understanding ("MOU") is developed in partnership between Prowers County and Gunnison County, with confirmation by the State of Colorado ("State"), for Prowers County to manage and administer calls to the Hotline regarding persons that reside in Gunnison County, Colorado.
3. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related Hotline calls on behalf of Gunnison County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Gunnison County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Gunnison County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
   a. This MOU becomes effective on July 1, 2020 for the period of 6 months, ending December 31, 2020.
   b. To renew the MOU, the parties may extend it for up to three additional one year terms upon written agreement of all the parties. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
   a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
   b. Any changes, modification, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
   a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4 and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 Other CW calls equal 1 report.
2. Gunnison County is allocated 24 free child welfare reports which are subtracted from the total number of projected reports.
3. Regarding Child Welfare reports, projections are based on the total monthly average number of

reports taken for the most current 12 month period. Projections for this MOU were based on based on a combination of information from the Results Oriented Management data base and the Trail Hotline Call by Call Report. The rate for the HCCC to provide Call Coverage Services for Child Welfare reports is $23.00 per report.

4. Regarding APS reports they typically are based on the projected number of calls during the previous 12 months. The rate for the HCCC to provide APS call coverage is $15.00 per report.

5. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Gunnison County, the cost of that expansion may be proportionately distributed amongst all of the counties that receive HCCC Call Coverage Services. Should this situation arise, Gunnison County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate this MOU.

6. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the Services performed as Gunnison County may request. Gunnison County will submit payment for Services satisfactorily performed within 60 days of receipt.

7. The rates of Call Coverage Services provided to Gunnison County per the terms of the MOU are:

Projected number of reports Jul – Dec 2020:	12
Less the allotment of reports:	24
Total Number of Projected Reports:	0
Rate per Report:	$ 23.00
Rate of Child Welfare Reports:	$ 0
N/A C/W Inquiries @ $23.00 per 10:	$ 0
5 APS Calls @ $15.00 per report:	$ 0
Total Investment for Call Coverage Services:	$ 0

8. Should Gunnison County exceed 24 reports within the year 2020, the County will be responsible for reimbursing the HCCC for the cost of the additional reports. The HCCC will be responsible for notifying the County in a timely manner when adjustments (True-Up) to the MOU are required.

JOINT RESPONSIBILITES SHARED BETWEEN GUNNISON COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Gunnison County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.

2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Gunnison County.

3. Both parties understand that nothing in this MOU supersedes or replaces each party's requirements and responsibilities to follow and adhere to all requirements as set forth in state and federal statute, Volume 7 Rules and/or Division of Child Welfare Policy.

GENERAL RESPONSIBILITIES OF HCCC:

1. The Hotline County Connection Center (HCCC) will make the appropriate routing changes and take the after-hours calls for Gunnison County. After-hours is defined as any time outside of normal business operating hours, including week-ends and holidays.

2. All next step decisions regarding Hotline call records will be left to the discretion of Gunnison County. Gunnison County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.

3. ***Reports***, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Gunnison County's Trails Inbox. When Gunnison County is notified, HCCC will provide the Hotline ID and Referral ID. If personal notification, Gunnison County can request a brief synopsis of the report.

    a. HCCC will notify Gunnison County of a referral via email during business hours and by

personal contact during after-hours.

b. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by Gunnison County.

4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Gunnison County while information is being entered into the THA.

5. For ***Child Welfare Inquiries***, notification of the call will occur via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules) to an entity designated by Gunnison County and will be sent to Gunnison County's Pending Incoming Hotline Queue. HCCC will provide the designated entity with the Hotline ID number and a brief synopsis. It will be the responsibility of Gunnison County to check the pending queue and manage the final disposition of all records.

6. ***Information and Referral (non-CW)*** calls will be sent to Gunnison County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Gunnison County to check the pending queue and manage the final disposition of all records. Call purpose will be included in the comments. Callers will be redirected back to the Gunnison County main Department of Human Services number. Gunnison County can request a brief synopsis.

7. If HCCC receives a call from ***law enforcement or medical personnel*** that requires immediate response from Gunnison County, HCCC will transfer the call to a Gunnison County on-call designee. If the Gunnison County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.

8. HCCC's primary role is managing CW calls and related reports. In the event ***APS*** calls are routed to the HCCC, the HCCC agrees to:

   a. If the HCCC should take an APS report it will be documented in the Colorado Adult Protection System ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Gunnison County will confirm receipt and update in the THA.

   b. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.

   c. If the call arrives during after-hours then the HCCC will document the call in CAPS and THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Gunnison County will confirm receipt and update in the THA.

   d. If the HCCC determines the volume of APS calls exceeds the reasonable ability to take those calls, the HCCC has the right to refuse taking such calls. In doing so the HCCC will work with the State to help develop options for routing APS calls to another agreed upon entity.

GENERAL RESPONSIBILITES OF GUNNISON COUNTY:

1. Gunnison County will provide an updated list of on-call Gunnison County employees' name(s) or designees and telephone/cellphone numbers and email addresses at all times. The on-call list will include backup contact name(s) and number(s) and email addresses in case the first employee is unable to answer within the notification time frame as outlined in Volume 7 Rules. If the designee changes, it is Gunnison County's responsibility to immediately inform the HCCC of the change and to provide the required contact telephone number.

2. Gunnison County will notify the HCCC of any special circumstances where Gunnison County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e., employees are in court, meetings, training, after-hours etc.). Gunnison County should make every attempt to identify another entity that can receive notification. This can be any entity designated by Gunnison County.

3. Gunnison County can access the call recordings, will monitor and appropriately status all calls in their Pending Queue in the THA and status all records by the end of the next business day or 12 business hours; whichever is greater.

GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party of any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties' conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 ("TABOR") regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2020, shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2021 providing for payment of such obligations. Gunnison County shall immediately notify Prowers County should funding under this MOU fail to be appropriated. In such instance, Prowers County may immediately terminate this MOU.
6. All three of the authorizing and confirming agencies listed below must agree to the conditions set forth in the proceeding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No Third Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the Parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only

Approving Entities		**Approving Entities**
Signed:		Signed:
Name:		Name:
Title:		Title:
Entity: Gunnison County		Entity: Prowers County
State Confirmation		
Date:		
Signed:		
Name: Ann Williams		
Title: Hotline System Operations Analyst		
Entity: Colorado Department of Human Services		

Gunnison County
COLORADO

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Phone: (970) 641-3244
220 N Spruce, Gunnison, CO 81230

Date: June 17, 2020

Michelle Barnes, Executive Director
Colorado Department of Human Services
1575 Sherman Street, 8th Floor
Denver, CO 80203

Dear Director Barnes,

The Hinsdale County Board of County Commissioners (BOCC) officially requests that the State of Colorado Department of Human Services provide Hotline County Connection Center (HCCC) services for our county during non-business hours. In this case, non-business hours, also known as after-hours, are defined as any time outside of normal business operating hours including weekends and holidays. It is understood that the HCCC will answer our calls of suspected child abuse and neglect, provide Information Gathering Services, to include enhanced screening, and document those initial reports in the statewide reporting system. It is also understood that all screening, assessment and decision-making responsibilities remain with Gunnison County.

We acknowledge that a Memorandum of Understanding (MOU) outlining the terms and conditions, the roles and responsibilities, and cost reimbursement will need to be prepared and agreed to by all parties prior to the arrangements becoming final.

It is understood that the aforementioned request is subject to available resources as determined by the State and the HCCC. In addition, we acknowledge this request is subject to approval by the State of Colorado Department of Human Services Executive Director.

Requesting Authority

_____ _____

Chairman, Gunnison County Board of County Commissioners Signature

Date

MEMORANDUM OF UNDERSTANDING
Between
HINSDALE COUNTY
and
PROWERS COUNTY

INTRODUCTION:

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PURPOSE:

1. In 2015, the state of Colorado activated the Colorado Child Abuse and Neglect Hotline ("Hotline") in order to provide a one, easy-to-remember toll-free phone number for individuals to use statewide to report suspected child abuse and neglect. The hotline serves as a direct, immediate and efficient route to the counties which are responsible for accepting and responding to child abuse and neglect inquiries and reports. The Hotline calls are currently routed to the County where a child resides.
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7. The rates of Call Coverage Services provided to Hinsdale County per the terms of the MOU are:

Projected number of reports Jul – Dec 2020:	4
Less the allotment of reports:	24
Total Number of Projected Reports:	0
Rate per Report:	$ 23.00
Rate of Child Welfare Reports:	$ 0
N/A C/W Inquiries @ $23.00 per 10:	$ 0
0 APS Calls @ $15.00 per report:	$ 0
Total Investment for Call Coverage Services:	$ 0

8. Should Hinsdale County exceed 24 reports within the year 2020, the County will be responsible for reimbursing the HCCC for the cost of the additional reports. The HCCC will be responsible for notifying the County in a timely manner when adjustments (True-Up) to the MOU are required.

JOINT RESPONSIBILITES SHARED BETWEEN HINSDALE COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Hinsdale County acknowledge that the State of Colorado Department of Human Services must approve this MOU prior to final execution.

2. This MOU was preceded by an official request for Call Coverage Services from the Board of County Commissioners for Hinsdale County.

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2. Hinsdale County will notify the HCCC of any special circumstances where Hinsdale County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e., employees are in court, meetings, training, after-hours etc.). Hinsdale County should make every attempt to identify another entity that can receive notification. This can be any entity designated by Hinsdale County.

3. Hinsdale County can access the call recordings, will monitor and appropriately status all calls in their Pending Queue in the THA and status all records by the end of the next business day or 12 business hours; whichever is greater.

GENERAL PROVISIONS:

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party of any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties' conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.
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9. No Third Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the Parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only

Approving Entities		**Approving Entities**
Signed:		Signed:
Name:		Name:
Title:		Title:
Entity: Hinsdale County		Entity: Prowers County
State Confirmation		
Date:		
Signed:		
Name: Ann Williams		
Title: Hotline System Operations Analyst		
Entity: Colorado Department of Human Services		