



BOARD OF HUMAN SERVICES AGENDA

June 18, 2024 at 11:00 AM

Commissioners Meeting Room - 401 Main Street, Suite 309, Walsenburg, CO 81089

Office: 719-738-3000 ex 200 | Fax: 719-738-3996

11:00 AM - BOARD OF HUMAN SERVICES MEETING

Join via Google Meet: <https://meet.google.com/pfy-merc-xoc> | Meeting ID: pfy-merc-xoc

1. PLEDGE OF ALLEGIANCE
2. AGENDA APPROVAL
3. ACTION ITEMS
 - [a.](#) May Minutes
 - [b.](#) May Financials
 - [c.](#) FRC Contract: La Veta RE-1
 - [d.](#) FRC Contract: Huerfano RE-1 Truancy
 - [e.](#) FRC Contract: Health Department Peer Recovery
 - [f.](#) FRC Contract: Loanne Shackelford
 - [g.](#) Las Animas/Huerfano CMA Agreement
4. STAFF REPORTS
 - [a.](#) Staff Reports
 - a. Adult Services Unit
 - b. Assistance Payments Unit
 - c. Child Welfare Unit
 - d. Family Resource Center
 - e. Overall Organization
5. EXECUTIVE SESSION
6. ADJOURNMENT
7. UPCOMING MEETINGS

Huerfano Board of Human Services
Huerfano County Department of Human Services
Minutes: May 21, 2024



The Huerfano County Board of Human Services regular meeting was held on May 21, 2024. It was called to order at 11:27 am. In attendance were Chairman John Galusha, Commissioner Arica Andreatta, and Commissioner Karl Sporleder. Also in attendance were Department of Human Services Director, Dr. Heather Wellman; and County Administrator, Carl Young, Robert Gilbert, and Kim Trujillo.

1. AGENDA APPROVAL

Motion to approve the agenda was made by Commissioner Andretta and seconded by Commissioner Sporleder.

Voting: Yes: Commissioner Andreatta, Commissioner Sporleder Commissioner Galusha

Motion Passes

2. ACTION ITEMS

a. April Board of Human Services Minutes Approval

Motion to approve the minutes was made by Commissioner Andreatta and seconded by Commissioner Sporleder.

Voting: Yes: Commissioner Andreatta, Commissioner Sporleder Commissioner Galusha

Motion Passes

b. April Financial Reports Approval

Motion to approve the financial reports was made by Commissioner Andreatta and seconded by Commissioner Sporleder.

Voting: Yes: Commissioner Andreatta, Commissioner Sporleder Commissioner Galusha

Motion Passes

c. Resignation - Lisa Powell-DeJong

Motion to approve resignation of Lisa Powell-DeJong was made by Commissioner Sporleder and seconded by .Commissioner Andreatta

Voting: Yes: Commissioner Andreatta, Commissioner Sporleder, Commissioner Galusha

Motion Passes

d. Contract Approval : Crossroads

Motion to approve the Crossroads contract was made by Commissioner Andreatta and seconded by Commissioner Sporleder.

Voting: Yes: Commissioner Andreatta, Commissioner Sporleder, Commissioner Galusha.

Motion Passes

e. Approval Interim Attorney Contract (Contract Pending)

No Vote. Julie Ripperger's billing will fall under the current county attorney contract.

f. Contract Approval : DHS Director Contract

No vote pending attorney conversation and negotiations.

g. Move Krista up to Case worker 1

No Vote. It was decided to post the position.

H. Michelle's retirement

Motion to approve the Michelle Trujillo Retiring was made by Commissioner Sporleder and seconded by Commissioner Andreatta.

Voting: Yes: Commissioner Andreatta, Commissioner Sporleder, Commissioner Galusha.

Motion passes

4. STAFF REPORTS**A. Adult Services Unit**

4 intakes 135 cases open. 1 Nursing home assessment.

Hallie and Joanna logging 1,000 changes before 6/14. Notifying BOCC of protected time for the unit.

Elder abuse awareness day in June. No ongoing cases, averaging 4 cases a month.

B. Assistance Payments Unit

Improving a lot! Processing apps from Sept in Dec of 2023. Now in 2024 only a couple left from April.

EBT card in hand timeliness should show a large improvement. Case loads have gone up, Shelby has completed training now, and Dylan is already working changes. Eligibility training was in Pueblo both Kathleen and Dr Wellman attended. Kathleen will be doing more protected time for herself to bring the rest of the unit up to speed.

C. Child Welfare Unit

19 open cases, totalling 24 involved children. Made a big push to return kids home with trial visits. Krista finished Child Welfare training. Still working long hours, and in July start UA in house.

D. Family Resource Center

Staying level with families and referrals. Have done multiple training with parenting classes, and partnered with CW on a very difficult case.

E. Overall Organization

Roger Green no longer doing family engagement meetings, looking for solutions to that. Crawley County has a FEM that we could sign an MOU with for short term. Phone- Voicemail does continue to be spotty.

Gobins is the only quote received back, although sent to 6 companies for quotes. 100% satisfaction for eligibility. 46% increase from last year. Comments came from clients on how helpful the department has been. Jan has not been able to train Karina, Karina has been going to Denver to train w the state, and w other counties. She completed a report that we have not been able to turn in since Oct.

5. Executive Session

None

6. ADJOURNMENT

Motion to adjournment at 11:58 am was made by Commissioner Sporleder and seconded by Commissioner Andreatta.

Voting: Yes: Commissioner Andreatta, Commissioner Sporleder, Commissioner Galusha **Motion Passes**

John Galusah
Chairman, HCBOCC

Heather Wellman, PhD,
HCDHS Director



COMMISSIONERS REPORT

MAY 2024

HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES

6/18/2024

**HUERFANO COUNTY BOARD OF COMMISSIONERS
APPROVAL OF HUMAN SERVICES EXPENDITURES AND AUTHORIZATIONS
May-24**

EXPENDITURES:	AMOUNT	Information Only
		APRIL
Administrative Expenditures	\$ 59,146.62	\$ 31,788.06
Employee Wages & Benefits	\$ 99,145.00	\$ 128,513.61
Total Expenditures	\$ 158,291.62	\$ 160,301.67

AUTHORIZATIONS:

	# of Cases			
Temporary Assistance to Needy Families	52	\$	22,573.12	\$ 19,600.95
Old Age Pension	52	\$	17,640.83	\$ 20,750.02
Aid to the Needy Disabled	18	\$	4,411.30	\$ 5,405.70
Food Stamps	1030	\$	300,784.04	\$ 292,691.91
Child Care		\$	3,203.00	\$ 324.00
Child Welfare		\$	37,407.08	\$ 37,425.71
Core Services		\$	4,255.50	\$ 4,255.50
Low Income Energy Assistance Program		\$	9,213.01	\$ 10,324.73
Employment First				

DATE: 5/21/2024

DIRECTOR, HUERFANO CO DEPT OF HUMAN SERVICES

DATE: 5/21/2024

CHAIRPERSON, HUERFANO COUNTY BOARD OF COMMISSIONERS

Huerfano County Department of Human Services
121 W Sixth Street
Walsenburg, CO 81089

This **INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”)** is made this 1st day of June, 2024, by and between the **Huerfano County Department of Human Services**, having its principal place of business at **121 W. Sixth St., Walsenburg, CO 81089 (“Department”)** and **La Veta RE-2 School District**, having its principal place of business at P.O. Box 85, La Veta, CO 81055 (“Contractor”).

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

SCOPE OF AGREEMENT

Contractor shall provide the following professional services, (hereinafter “Services”)

Through a Memorandum of Understanding (MOU) as part of the Huerfano County Collaborative Management Program (CMP) signed and approved by the Interagency Oversight Group (IOG) in June 2024, the La Veta RE-2 School District agrees to employ a part time Truancy Coordinator as outlined in the attached proposal.

Contractor shall commence, perform, and complete such Services and receive contract pay by the **Department** for such services in the following manner:

The Contractor will be paid for the services as described in the proposal. The Department will reimburse for salary and benefits for the Truancy Coordinator/Counselor not to exceed \$22,300.00 over the contract year.

Department is engaged in providing human services and wishes to enter into this agreement with Contractor in order to provide these Services.

TERM

The term of this agreement shall commence on June 1, 2024, and shall continue until May 31, 2025. The agreement may be terminated earlier by final completion of Services by Contractor and acceptance of such Services by Department or through the termination provisions described herein. If Services are not complete by the end of the contract period, this contract shall be renegotiated.

INTENT OF THE PARTIES

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of Department, and that:

- a. **CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS’ COMPENSATION AND SELF-EMPLOYMENT TAXES.**

NO FEDERAL, STATE OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE DEPARTMENT.

- b. CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OR WORKERS' COMPENSATION BENEFITS UNLESS SUCH COVERAGES ARE PROVIDED BY THE INDEPENDENT CONTRACTOR.
- c. Contractor does not have the authority to act for the Department, or to bind the Department in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Department. Contractor is not an agent of the Department, and will not hold itself out to the public as an agent of the Department.
- d. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.
- e. Department will not provide training or instruction to Contractor or any of its employees regarding the performance of Services hereunder.
- f. Neither Contractor, nor its employees, will receive benefits of any type from the Department.
- g. Contractor represents that it is engaged in providing similar services to the general public and is not required to work exclusively for the Department.
- h. All Services are to be performed solely at the risk of Contractor, and Contractor shall take all precautions necessary for the proper and sole performance thereof.
- i. Contractor will not combine its business operations in any way with the Department's business operations, and each party shall maintain their operations as separate and distinct.

CONTRACTOR RESPONSIBILITIES

In addition to all other obligations contained herein, Contractor agrees:

- a. To furnish all tools, labor, and supplies in such quantities and of the proper quality to professionally and timely perform the Services.
- b. To proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of Department.
- c. To comply, at its own expense, with the provisions of all state, local, and federal laws, regulations, ordinances, requirements, and codes which are applicable to the performance of the Services hereunder or to Contractor as an employer.

CONTRACT PAYMENT

a. Payment

For the satisfactory performance of the Services hereunder, Department shall pay Contractor **the fixed rate not to exceed \$22,300.00 during the contract year to be paid within 30 days after receipt of Contractor's invoice.** Department shall have no obligation to make any payments until such time as Department accepts performance as satisfactory. **All payments under this contract will be made to the trade or business name of the Contractor. No payments will be personally made to an individual under this contract.** Contractor acknowledges the contract pay was negotiated or bid by Contractor.

b. Invoices

Contractor shall submit invoices for all Services performed. Such invoices shall state a description of each specific Service performed and include notes specific to clients for monthly sessions. Invoices are due by the 5th of the month following the month in which services are delivered.

INSURANCE

a. No later than seven days after execution of this Agreement, Contractor shall provide Department with certificates of insurance evidencing the types and amounts specified below:

1. Standard workers' compensation insurance as required by law or applicable waiver in state where Service is performed.
2. Comprehensive general liability insurance for operations and contractual liability adequate to cover the liability assumed hereunder and that is consistent with standard industry practices.
3. Automobile liability insurance *only in those instances where Contractor uses an automobile, regardless of ownership, for the performance of Services.* Contractor shall carry insurance, insuring all owned and non-owned automobiles.

b. Insurance coverage shall not be reduced below the limits described above or canceled without Department's written approval of such reduction or cancellation.

c. Contractor shall require that any of its agents and/or subcontractors who enter upon the Department's premises shall maintain like insurance. Certificates of such insurance shall be provided to Department upon request.

d. With regard to all insurance, such insurance shall:

1. Be primary insurance to the full limits of liability herein before stated and should Department have other valid insurance, Department insurance shall be excess insurance only.
2. Not be canceled without thirty (30) days prior written notice to Department.

NOTICE

Any notice to be given hereunder by either party to the other shall be in writing and shall be deemed given when sent by certified mail.

- a. Notices to Department shall be addressed to:**
Heather Wellman, PhD
Director
Huerfano County Department of Human Services
121 W. Sixth St
Walsenburg, CO 81089

- b. Notices to Contractor shall be addressed to:**
Bree Jones
Superintendent
La Veta RE-2 School District
P.O. Box 85
La Veta, CO 81055

If either party changes its address during the term herein, it shall so advise the other party in writing as herein provided, and any notice thereafter required to be given shall be sent by certified mail to such new address.

TERMINATION

Neither Department nor Contractor may terminate this Agreement during the contract period unless the specifications of this Agreement are not met by either party. If, at any time, a party's performance or conduct under this Agreement is found by either party to be in breach of this Agreement, the breaching party shall have three (3) days to cure the breach. If the breach is not cured within three (3) days from notification of the breach, then this Agreement may be terminated by the non-breaching party. If damages are caused to the non-breaching party as a result of the breach of this Agreement, the breaching party shall be liable for damages including, but not limited to, any costs, attorney's fees, special, indirect, incidental, or consequential damages, including loss of profits.

GENERAL TERMS AND CONDITIONS**a. Enforcement and Waiver**

The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

b. Severability

If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement.

c. Nonexclusive Nature

This Agreement does not grant Contractor an exclusive privilege or right to supply Services to the Department. Department makes no representations or warranties as to a minimum or maximum procurement of Services hereunder.

d. Governing Law

This Agreement shall be construed and interpreted in accordance with, and its performance governed by, the laws of the State of Colorado.

e. Entire Agreement, Amendments, and Modification

This Agreement constitutes the entire Agreement between Department and Contractor with respect to the subject matter of this Agreement and these provisions shall supersede or replace any conflicting or additional provisions which may be contained in any other writing, document, or the like. In the event of a conflict between any provisions appearing in any other writing and in this Agreement, the provisions of this Agreement shall be controlling. This Agreement may not be modified or amended except in writing with the same degree of formality with which this Agreement has been executed.

f. Confidentiality [if Contractor will have access to confidential information]

Contractor may have access to Department's Confidential Information, which includes: all non-public information concerning or arising from Department's business, client lists and notes, and other information not generally known to the public. Contractor agrees to maintain confidentiality of such information and to not share Confidential Information with anyone outside of Department unless specified with a release of information signed by the client.

g. Assignability

Contractor may assign all terms and conditions, benefits, or interests included hereunder in the Contractor's discretion.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this INDEPENDENT CONTRACTOR AGREEMENT as of the date first stated above.

DEPARTMENT

**Heather Wellman, PhD, Director
Huerfano County Department
Of Human Services
121 W. Sixth St.
Walsenburg, CO 81089**

Heather Wellman, PhD, Director

Date

**HUERFANO BOARD OF
COUNTY COMMISSIONERS**

**John Galusha
Board Chair
Huerfano Board of County
Commissioners
401 Main St.
Walsenburg, CO 81089**

John Galusha, Board Chair

Date

CONTRACTOR

**Bree Jones
Superintendent
La Veta RE-2 School District
P.O. Box 85
La Veta, CO 81055**

Bree Jones, Superintendent

Date

April 16, 2024

Andrea Montoya, Director
 CMP Coordinator
 Huerfano/Las Animas Family Resource Center
 615 Russell Avenue
 Walsenburg, Colorado 81089

Dear Ms. Montoya,

Please find enclosed a Proposal for Funding to offset the Salary of an Administrator with duties specifically associated with Attendance Monitoring.

Introduction: We are pleased to present this proposal to seek funding support for offsetting the salary of an administrator who will be hired and assigned specifically to monitor attendance in association with Colorado’s Collaborative Management Program (CMP). This program emphasizes the critical importance of monitoring and improving attendance in educational institutions across the state. By ensuring consistent attendance, we can enhance student engagement, academic performance, and ultimately, the success of our youth. However, to effectively implement the district’s portion of CMP, financial support is required.

Background: CMP focuses on improving student outcomes by reducing truancy and and chronic absenteeism. In prior years, La Veta Public Schools have utilized CMP funding to engage in proactive activities intended to increase and improve family engagement. While great progress has been made regarding family engagement, concerns about truancy and chronic absenteeism have only grown in LVPS post-COVID. It is clear that attendance tracking and intervention strategies are necessary, more now than ever, at LVPS. We recognize the direct correlation between regular school attendance and academic achievement and, next year we will invest in a staff position specifically dedicated to K-12 attendance monitoring, to track student attendance, identify patterns of absenteeism, and implement appropriate interventions to support students in overcoming barriers to attendance.

Objective: The primary objective of this proposal is to secure funding to offset the salary of an administrator who will spend approximately one-fourth of their schedule time monitoring attendance,

and playing a pivotal role in implementing the philosophy and practice of CMP. This individual will work closely with teachers, students, and parents to monitor attendance, identify root causes of absenteeism, and implement tailored interventions to improve attendance rates.

Scope of Work: The attendance monitor will be responsible for the following tasks:

1. **Attendance Tracking:** Maintain accurate records of student attendance on a daily basis.
2. **Identifying Patterns:** Analyze attendance data to identify trends and patterns of absenteeism.
3. **Intervention Planning:** Collaborate with school staff to develop individualized intervention plans for students with chronic absenteeism.
4. **Student Engagement:** Work directly with students and their families to address barriers to attendance, such as transportation issues, health concerns, or socio-economic challenges.
5. **Community Outreach:** Forge partnerships with community organizations and resources to provide additional support to students and families as needed.

Additionally, and in accordance the state’s CMP program data requirements, the administrator hired will submit the district’s data utilizing the state provided spreadsheets, which include the following data points: first name, last name, date of birth, gender, race/ethnicity, disability status, victim status, and referral source.

Budget Justification: The funding requested will be used to offset the salary of the administrator hired to monitor attendance, including salary, PERA and Medicare benefits, totaling approximately \$22,300.00 in association with more than 500 hours of time dedicated to the improvement of attendance for populations of all ages pK-12.

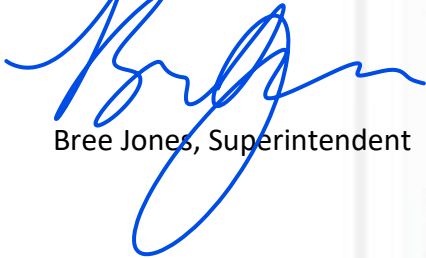
Partnership Opportunities: We welcome the opportunity to collaborate with funding partners who share our commitment to improving student attendance and academic outcomes. By working together, we can leverage resources and expertise to maximize the impact of our efforts and create a supportive environment where every student has the opportunity to succeed.

Conclusion: In conclusion, the further implementation of Huerfano County Collaborative Management Programs in LVPS presents a significant opportunity to enhance attendance tracking and intervention

efforts in our pK-12 schools. By investing in salary for an individual specifically assigned to serve as an attendance monitor, we can ensure compliance with the provisions of the funding and, more importantly, create a positive impact on student attendance and academic achievement. We appreciate your consideration of this proposal and look forward to the possibility of partnering again next year to support our students' and families' success.

Thank you for considering our proposal.

Sincerely,



Bree Jones, Superintendent



**Huerfano County Department of Human Services
121 W Sixth Street
Walsenburg, CO 81089**

This INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is made this 1st day of June, 2024, by and between the **Huerfano County Department of Human Services**, having its principal place of business at **121 W. Sixth St., Walsenburg, CO 81089 (“Department”)** and **Huerfano RE-1 School District**, having its principal place of business at **201 E Fifth St., Walsenburg, CO 81089** (“Contractor”).

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

SCOPE OF AGREEMENT

Contractor shall provide the following professional services, (hereinafter “Services”)

Through a Memorandum of Understanding (MOU) as part of the Huerfano County Collaborative Management Program (CMP) signed and approved by the Interagency Oversight Group (IOG) in June 2024, the Huerfano RE-1 School District agrees to employ Truancy Family Support Coordinators as outlined in the attached proposal.

Contractor shall commence, perform, and complete such Services and receive contract pay by the **Department** for such services in the following manner:

The Contractor will be paid for the services as described in the proposal. The Department will reimburse for salary and benefits for the Truancy Prevention Coordinators not to exceed \$13,000.

Department is engaged in providing human services and wishes to enter into this agreement with Contractor in order to provide these Services.

TERM

The term of this agreement shall commence on June 1, 2024, and shall continue until May 31, 2025. The agreement may be terminated earlier by final completion of Services by Contractor and acceptance of such Services by Department or through the termination provisions described herein. If Services are not complete by the end of the contract period, this contract shall be renegotiated.

INTENT OF THE PARTIES

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- a. **CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS’ COMPENSATION AND SELF-EMPLOYMENT TAXES. NO FEDERAL, STATE OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE DEPARTMENT.**

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- c. Contractor does not have the authority to act for the Department, or to bind the Department in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Department. Contractor is not an agent of the Department, and will not hold itself out to the public as an agent of the Department.
- d. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.
- e. Department will not provide training or instruction to Contractor or any of its employees regarding the performance of Services hereunder.
- f. Neither Contractor, nor its employees, will receive benefits of any type from the Department.
- g. Contractor represents that it is engaged in providing similar services to the general public and is not required to work exclusively for the Department.
- h. All Services are to be performed solely at the risk of Contractor, and Contractor shall take all precautions necessary for the proper and sole performance thereof.
- i. Contractor will not combine its business operations in any way with the Department's business operations, and each party shall maintain their operations as separate and distinct.

CONTRACTOR RESPONSIBILITIES

In addition to all other obligations contained herein, Contractor agrees:

- a. To furnish all tools, labor, and supplies in such quantities and of the proper quality to professionally and timely perform the Services.
- b. To proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of Department.
- c. To comply, at its own expense, with the provisions of all state, local, and federal laws, regulations, ordinances, requirements, and codes which are applicable to the performance of the Services hereunder or to Contractor as an employer.

CONTRACT PAYMENT

a. Payment

For the satisfactory performance of the Services hereunder, Department shall pay Contractor **the fixed rate not to exceed \$13,000 during the contract year to be paid within 30 days after receipt of**

Contractor's invoice. Department shall have no obligation to make any payments until such time as Department accepts performance as satisfactory. **All payments under this contract will be made to the trade or business name of the Contractor. No payments will be personally made to an individual under this contract.** Contractor acknowledges the contract pay was negotiated or bid by Contractor.

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Contractor shall submit invoices for all Services performed. Such invoices shall state a description of each specific Service performed and include notes specific to clients for monthly sessions. Invoices are due by the 5th of the month following the month in which services are delivered.

INSURANCE

a. No later than seven days after execution of this Agreement, Contractor shall provide Department with certificates of insurance evidencing the types and amounts specified below:

1. Standard workers' compensation insurance as required by law or applicable waiver in state where Service is performed.

2. Comprehensive general liability insurance for operations and contractual liability adequate to cover the liability assumed hereunder and that is consistent with standard industry practices.

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c. Contractor shall require that any of its agents and/or subcontractors who enter upon the Department's premises shall maintain like insurance. Certificates of such insurance shall be provided to Department upon request.

d. With regard to all insurance, such insurance shall:

1. Be primary insurance to the full limits of liability herein before stated and should Department have other valid insurance, Department insurance shall be excess insurance only.

2. Not be canceled without thirty (30) days prior written notice to Department.

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Director
Huerfano County Department of Human Services
121 W. Sixth St
Walsenburg, CO 81089

- b. Notices to Contractor shall be addressed to:**
Michael Moore
Superintendent
Huerfano RE-1 School District
201 E Fifth St.
Walsenburg, CO 81089

If either party changes its address during the term herein, it shall so advise the other party in writing as herein provided, and any notice thereafter required to be given shall be sent by certified mail to such new address.

TERMINATION

Neither Department nor Contractor may terminate this Agreement during the contract period unless the specifications of this Agreement are not met by either party. If, at any time, a party's performance or conduct under this Agreement is found by either party to be in breach of this Agreement, the breaching party shall have three (3) days to cure the breach. If the breach is not cured within three (3) days from notification of the breach, then this Agreement may be terminated by the non-breaching party. If damages are caused to the non-breaching party as a result of the breach of this Agreement, the breaching party shall be liable for damages including, but not limited to, any costs, attorney's fees, special, indirect, incidental, or consequential damages, including loss of profits.

GENERAL TERMS AND CONDITIONS**a. Enforcement and Waiver**

The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

b. Severability

If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement.

c. Nonexclusive Nature

This Agreement does not grant Contractor an exclusive privilege or right to supply Services to the Department. Department makes no representations or warranties as to a minimum or maximum procurement of Services hereunder.

d. Governing Law

This Agreement shall be construed and interpreted in accordance with, and its performance governed by, the laws of the State of Colorado.

e. Entire Agreement, Amendments, and Modification

This Agreement constitutes the entire Agreement between Department and Contractor with respect to the subject matter of this Agreement and these provisions shall supersede or replace any conflicting or additional provisions which may be contained in any other writing, document, or the like. In the event of a conflict between any provisions appearing in any other writing and in this Agreement, the provisions of this Agreement shall be controlling. This Agreement may not be modified or amended except in writing with the same degree of formality with which this Agreement has been executed.

f. Confidentiality [if Contractor will have access to confidential information]

Contractor may have access to Department's Confidential Information, which includes: all non-public information concerning or arising from Department's business, client lists and notes, and other information not generally known to the public. Contractor agrees to maintain confidentiality of such information and to not share Confidential Information with anyone outside of Department unless specified with a release of information signed by the client.

g. Assignability

Contractor may assign all terms and conditions, benefits, or interests included hereunder in the Contractor's discretion.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this INDEPENDENT CONTRACTOR AGREEMENT as of the date first stated above.

DEPARTMENT

**Heather Wellman, PhD, Director
Huerfano County Department
Of Human Services
121 W. Sixth St.
Walsenburg, CO 81089**

Heather Wellman, PhD, Director

Date

**HUERFANO BOARD OF
COUNTY COMMISSIONERS**

**John Galusha
Board Chair
Huerfano Board of County
Commissioners
401 Main St.
Walsenburg, CO 81089**

John Galusha, Board Chair

Date

CONTRACTOR

**Michael Moore
Superintendent
Huerfano RE-1 School District
201 E Fifth St.
Walsenburg, CO 81089**

Michael Moore, Superintendent

Date

IOG Proposal for Truancy Monitoring/Action
Huerfano School District Re-1

Huerfano Re-1's goal is to prevent truancy court filings by ensuring both proactive and reactive measures based on our School District's policies and procedures for attendance and by engaging families in this process early on.

Our program has the following features:

- Prevention Programming is currently at the school level – with a goal of preventing truancy filings
- The school district follows the Truancy Law
- The schools have their own policies and procedures for Attendance and grades management and the schools engage youth and families as they see fit, and they provide data to the CMP program for the work done and efforts put forth
- Intervention programming is ISST (Individualized Service and Support Team)
- Meetings – what our county calls Family Support Team Meetings or FSTs as they pertain to truancy/school services

Huerfano School District Re-1 agrees to the required data submission using the state provided spreadsheets to allow for tracking the following data points: first name, last name, date of birth, gender, race/ethnicity, zip code, disability status, victim status, and referral source.

Thank you for allowing our program to meet student and family needs as well as to continue working with the IOG.

Respectfully,



Michael Moore/Superintendent

	2024-2025 IOG expenses	Re-1 expenses
Coordinator annual stipends	\$13, 000 total 5 person stipend at \$2, 600 each	Michael Moore Heidi Dasko Ashley Schrauth Lacey Byron Megan Gurule
IOG provided stipend total	\$13, 000	
School District provided salary		
Travel to homes		\$200
Materials/supplies to include postage		\$200
Coordinator benefits (Pera)		\$3, 344.00
Coordinator benefits (Medical)		
Total	\$13, 000	\$3, 744

**Huerfano County Department of Human Services
121 W Sixth Street
Walsenburg, CO 81089**

This INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is made this 1st day of June, 2024, by and between the **Huerfano County Department of Human Services**, having its principal place of business at **121 W. Sixth St., Walsenburg, CO 81089 (“Department”)** and **The Las Animas Huerfano Counties District Health Department**, having its principal place of business at **119 E 5th St., Walsenburg, CO 81089** (“Contractor”).

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

SCOPE OF AGREEMENT

Contractor shall provide the following professional services, (hereinafter “Services”)

Through a Memorandum of Understanding (MOU) as part of the Huerfano County Collaborative Management Program (CMP) signed and approved by the Interagency Oversight Group (IOG) in June 2021, the Las Animas Huerfano County District Health Department agrees to employ a Peer Mentor as outlined in the attached proposal.

Contractor shall commence, perform, and complete such Services and receive contract pay by the **Department** for such services in the following manner:

The Contractor will be paid for the services as described in the proposal. The Department will reimburse salary for the Peer Mentor for no more than 10 hours per week, and the total reimbursement shall not exceed \$5,000 per contract period.

Department is engaged in providing human services and wishes to enter into this agreement with Contractor in order to provide these Services.

TERM

The term of this agreement shall commence on June 1, 2024, and shall continue until May 31, 2025. The agreement may be terminated earlier by final completion of Services by Contractor and acceptance of such Services by Department or through the termination provisions described herein. If Services are not complete by the end of the contract period, this contract shall be renegotiated.

INTENT OF THE PARTIES

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of Department, and that:

- a. CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS’ COMPENSATION AND SELF-EMPLOYMENT TAXES.

NO FEDERAL, STATE OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE DEPARTMENT.

- b. CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OR WORKERS' COMPENSATION BENEFITS UNLESS SUCH COVERAGES ARE PROVIDED BY THE INDEPENDENT CONTRACTOR.
- c. Contractor does not have the authority to act for the Department, or to bind the Department in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Department. Contractor is not an agent of the Department, and will not hold itself out to the public as an agent of the Department.
- d. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.
- e. Department will not provide training or instruction to Contractor or any of its employees regarding the performance of Services hereunder.
- f. Neither Contractor, nor its employees, will receive benefits of any type from the Department.
- g. Contractor represents that it is engaged in providing similar services to the general public and is not required to work exclusively for the Department.
- h. All Services are to be performed solely at the risk of Contractor, and Contractor shall take all precautions necessary for the proper and sole performance thereof.
- i. Contractor will not combine its business operations in any way with the Department's business operations, and each party shall maintain their operations as separate and distinct.

CONTRACTOR RESPONSIBILITIES

In addition to all other obligations contained herein, Contractor agrees:

- a. To furnish all tools, labor, and supplies in such quantities and of the proper quality to professionally and timely perform the Services.
- b. To proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of Department.
- c. To comply, at its own expense, with the provisions of all state, local, and federal laws, regulations, ordinances, requirements, and codes which are applicable to the performance of the Services hereunder or to Contractor as an employer.

CONTRACT PAYMENT

a. Payment

For the satisfactory performance of the Services hereunder, Department shall pay Contractor the fixed or contract rate of **\$14 per** session for its Services within 30 days after receipt of Contractor's invoice. Department shall have no obligation to make any payments until such time as Department accepts performance as satisfactory. **All payments under this contract will be made to the trade or business name of the Contractor. No payments will be personally made to an individual under this contract.** Contractor acknowledges the contract pay was negotiated or bid by Contractor.

b. Invoices

Contractor shall submit invoices for all Services performed. Such invoices shall state a description of each specific Service performed and include notes specific to clients for monthly sessions. Invoices are due by the 5th of the month following the month in which services are delivered.

INSURANCE

a. No later than seven days after execution of this Agreement, Contractor shall provide Department with certificates of insurance evidencing the types and amounts specified below:

1. Standard workers' compensation insurance as required by law or applicable waiver in state where Service is performed.
2. Comprehensive general liability insurance for operations and contractual liability adequate to cover the liability assumed hereunder and that is consistent with standard industry practices.
3. Automobile liability insurance *only in those instances where Contractor uses an automobile, regardless of ownership, for the performance of Services.* Contractor shall carry insurance, insuring all owned and non-owned automobiles.

b. Insurance coverage shall not be reduced below the limits described above or canceled without Department's written approval of such reduction or cancellation.

c. Contractor shall require that any of its agents and/or subcontractors who enter upon the Department's premises shall maintain like insurance. Certificates of such insurance shall be provided to Department upon request.

d. With regard to all insurance, such insurance shall:

1. Be primary insurance to the full limits of liability herein before stated and should Department have other valid insurance, Department insurance shall be excess insurance only.
2. Not be canceled without thirty (30) days prior written notice to Department.

NOTICE

Any notice to be given hereunder by either party to the other shall be in writing and shall be deemed given when sent by certified mail.

a. Notices to Department shall be addressed to:

Heather Wellman, PhD
Director
Huerfano County Department of Human Service
121 W. Sixth St
Walsenburg, CO 81089

b. Notices to Contractor shall be addressed to:

Kim Gonzales
Executive Director
Las Animas Huerfano Counties District Health Department
412 Benedicta Avenue
Trinidad, CO 81082

If either party changes its address during the term herein, it shall so advise the other party in writing as herein provided, and any notice thereafter required to be given shall be sent by certified mail to such new address.

TERMINATION

Neither Department nor Contractor may terminate this Agreement during the contract period unless the specifications of this Agreement are not met by either party. If, at any time, a party's performance or conduct under this Agreement is found by either party to be in breach of this Agreement, the breaching party shall have three (3) days to cure the breach. If the breach is not cured within three (3) days from notification of the breach, then this Agreement may be terminated by the non-breaching party. If damages are caused to the non-breaching party as a result of the breach of this Agreement, the breaching party shall be liable for damages including, but not limited to, any costs, attorney's fees, special, indirect, incidental, or consequential damages, including loss of profits.

GENERAL TERMS AND CONDITIONS**a. Enforcement and Waiver**

The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

b. Severability

If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement.

c. Nonexclusive Nature

This Agreement does not grant Contractor an exclusive privilege or right to supply Services to the Department. Department makes no representations or warranties as to a minimum or maximum procurement of Services hereunder.

d. Governing Law

This Agreement shall be construed and interpreted in accordance with, and its performance governed by, the laws of the State of Colorado.

e. Entire Agreement, Amendments, and Modification

This Agreement constitutes the entire Agreement between Department and Contractor with respect to the subject matter of this Agreement and these provisions shall supersede or replace any conflicting or additional provisions which may be contained in any other writing, document, or the like. In the event of a conflict between any provisions appearing in any other writing and in this Agreement, the provisions of this Agreement shall be controlling. This Agreement may not be modified or amended except in writing with the same degree of formality with which this Agreement has been executed.

f. Confidentiality [if Contractor will have access to confidential information]

Contractor may have access to Department's Confidential Information, which includes: all non-public information concerning or arising from Department's business, client lists and notes, and other information not generally known to the public. Contractor agrees to maintain confidentiality of such information and to not share Confidential Information with anyone outside of Department unless specified with a release of information signed by the client.

g. Assignability

Contractor may assign all terms and conditions, benefits, or interests included hereunder in the Contractor's discretion.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this INDEPENDENT CONTRACTOR AGREEMENT as of the date first stated above.

DEPARTMENT

Heather Wellman, PhD, Director
Huerfano County Department
Of Human Services
121 W. Sixth St.
Walsenburg, CO 81089

Sheila Hudson-Macchietto, Director

Date

**HUERFANO BOARD OF
COUNTY COMMISSIONERS**

John Galusha
Board Chair
Huerfano Board of County
Commissioners
401 Main St.
Walsenburg, CO 81089

Gerald Cisneros, Board Chair

Date

CONTRACTOR

Kim Gonzales, Executive Director
Las Animas Huerfano Counties
District Health Dept.
412 Benedicta Avenue
Trinidad, CO 82081

Kim Gonzales, Executive Director

Date

**Huerfano County Department of Human Services
121 W Sixth Street
Walsenburg, CO 81089**

This INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is made this 1st day of June, 2024, by and between the **Huerfano County Department of Human Services**, having its principal place of business at **121 W. Sixth St., Walsenburg, CO 81089 (“Department”)** and **Loanne Shackelford**, having its principal place of business at P.O. 148, La Veta, CO 81055 (“Contractor”).

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

SCOPE OF AGREEMENT

Contractor shall provide the following professional services, (hereinafter “Services”)

Provide individual, family and/or group therapy to support and enhance healthy family functioning to include but not limited to:

- 1) **Assessment of and recommendations for individual or family therapy in person and using secure teleconference services.**
- 2) **Treatment services to support and enhance healthy family functioning in person and using secure teleconference services.**
- 3) **Court testimony as needed or required.**

Contractor shall commence, perform, and complete such Services and receive contract pay by the **Department** for such services in the following manner:

The Contractor will be paid for the services as described above up to \$65 per session (excluding client co-pays) for a total not to exceed \$6,000.00 in the contract year.

Department is engaged in providing human services and wishes to enter into this agreement with Contractor in order to provide these Services.

TERM

The term of this agreement shall commence on June 1, 2024, and shall continue until May 31, 2025. The agreement may be terminated earlier by final completion of Services by Contractor and acceptance of such Services by Department or through the termination provisions described herein. If Services are not complete by the end of the contract period, this contract shall be renegotiated.

INTENT OF THE PARTIES

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of Department, and that:

- a. **CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL**

SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. **NO FEDERAL, STATE OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE DEPARTMENT.**

- b. CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OR WORKERS' COMPENSATION BENEFITS UNLESS SUCH COVERAGES ARE PROVIDED BY THE INDEPENDENT CONTRACTOR.
- c. Contractor does not have the authority to act for the Department, or to bind the Department in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Department. Contractor is not an agent of the Department, and will not hold itself out to the public as an agent of the Department.
- d. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.
- e. Department will not provide training or instruction to Contractor or any of its employees regarding the performance of Services hereunder.
- f. Neither Contractor, nor its employees, will receive benefits of any type from the Department.
- g. Contractor represents that it is engaged in providing similar services to the general public and is not required to work exclusively for the Department.
- h. All Services are to be performed solely at the risk of Contractor, and Contractor shall take all precautions necessary for the proper and sole performance thereof.
- i. Contractor will not combine its business operations in any way with the Department's business operations, and each party shall maintain their operations as separate and distinct.

CONTRACTOR RESPONSIBILITIES

In addition to all other obligations contained herein, Contractor agrees:

- a. To furnish all tools, labor, and supplies in such quantities and of the proper quality to professionally and timely perform the Services.
- b. To proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of Department.
- c. To comply, at its own expense, with the provisions of all state, local, and federal laws, regulations, ordinances, requirements, and codes which are applicable to the performance of the Services hereunder or to Contractor as an employer.

CONTRACT PAYMENT

a. Payment

For the satisfactory performance of the Services hereunder, Department shall pay Contractor **up to \$65.00 per session (excluding client co-pays) not to exceed \$6,000.00 during the contract year. Contractor will be paid within 30 days after receipt of Contractor's invoice.** Department shall have no obligation to make any payments until such time as Department accepts performance as satisfactory. **All payments under this contract will be made to the trade or business name of the Contractor. No payments will be personally made to an individual under this contract.** Contractor acknowledges the contract pay was negotiated or bid by Contractor.

b. Invoices

Contractor shall submit invoices for all Services performed. Such invoices shall state a description of each specific Service performed and include notes specific to clients for monthly sessions. Invoices are due by the 5th of the month following the month in which services are delivered.

INSURANCE

- a. No later than seven days after execution of this Agreement, Contractor shall provide Department with certificates of insurance evidencing the types and amounts specified below:
1. Standard workers' compensation insurance as required by law or applicable waiver in state where Service is performed.
 2. Comprehensive general liability insurance for operations and contractual liability adequate to cover the liability assumed hereunder and that is consistent with standard industry practices.
 3. Automobile liability insurance *only in those instances where Contractor uses an automobile, regardless of ownership, for the performance of Services.* Contractor shall carry insurance, insuring all owned and non-owned automobiles.
- b. Insurance coverage shall not be reduced below the limits described above or canceled without Department's written approval of such reduction or cancellation.
- c. Contractor shall require that any of its agents and/or subcontractors who enter upon the Department's premises shall maintain like insurance. Certificates of such insurance shall be provided to Department upon request.
- d. With regard to all insurance, such insurance shall:
1. Be primary insurance to the full limits of liability herein before stated and should Department have other valid insurance, Department insurance shall be excess insurance only.
 2. Not be canceled without thirty (30) days prior written notice to Department.

NOTICE

Any notice to be given hereunder by either party to the other shall be in writing and shall be deemed given when sent by certified mail.

- a. Notices to Department shall be addressed to:**
Heather Wellman, PhD
Director
Huerfano County Department of Human Services
121 W. Sixth St
Walsenburg, CO 81089
- b. Notices to Contractor shall be addressed to:**
Loanne Shackelford
EIN # 35-2356582
P.O. Box 148
La Veta, CO 81055

If either party changes its address during the term herein, it shall so advise the other party in writing as herein provided, and any notice thereafter required to be given shall be sent by certified mail to such new address.

TERMINATION

Neither Department nor Contractor may terminate this Agreement during the contract period unless the specifications of this Agreement are not met by either party. If, at any time, a party's performance or conduct under this Agreement is found by either party to be in breach of this Agreement, the breaching party shall have three (3) days to cure the breach. If the breach is not cured within three (3) days from notification of the breach, then this Agreement may be terminated by the non-breaching party. If damages are caused to the non-breaching party as a result of the breach of this Agreement, the breaching party shall be liable for damages including, but not limited to, any costs, attorney's fees, special, indirect, incidental, or consequential damages, including loss of profits.

GENERAL TERMS AND CONDITIONS**a. Enforcement and Waiver**

The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

b. Severability

If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the

entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement.

c. Nonexclusive Nature

This Agreement does not grant Contractor an exclusive privilege or right to supply Services to the Department. Department makes no representations or warranties as to a minimum or maximum procurement of Services hereunder.

d. Governing Law

This Agreement shall be construed and interpreted in accordance with, and its performance governed by, the laws of the State of Colorado.

e. Entire Agreement, Amendments, and Modification

This Agreement constitutes the entire Agreement between Department and Contractor with respect to the subject matter of this Agreement and these provisions shall supersede or replace any conflicting or additional provisions which may be contained in any other writing, document, or the like. In the event of a conflict between any provisions appearing in any other writing and in this Agreement, the provisions of this Agreement shall be controlling. This Agreement may not be modified or amended except in writing with the same degree of formality with which this Agreement has been executed.

f. Confidentiality [if Contractor will have access to confidential information]

Contractor may have access to Department's Confidential Information, which includes: all non-public information concerning or arising from Department's business, client lists and notes, and other information not generally known to the public. Contractor agrees to maintain confidentiality of such information and to not share Confidential Information with anyone outside of Department unless specified with a release of information signed by the client.

g. Assignability

Contractor may assign all terms and conditions, benefits, or interests included hereunder in the Contractor's discretion.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this INDEPENDENT CONTRACTOR AGREEMENT as of the date first stated above.

DEPARTMENT

Heather Wellman, PhD, Director
Huerfano County Department
Of Human Services
121 W. Sixth St.
Walsenburg, CO 81089

Heather Wellman, PhD, Director

Date

CONTRACTOR

Loanne Shackelford
EIN # 35-2356582
P.O. Box 148
La Veta, CO 81055

Loanne Shackelford

Date

**HUERFANO BOARD OF
COUNTY COMMISSIONERS**

John Galusha
Board Chair
Huerfano Board of County Commissioners
401 Main St.
Walsenburg, CO 81089

Gerald Cisneros, Board Chair

Date

**Agreement Regarding the Operation of and
the Distribution of Revenue for the
Case Management Agency (CMA) Sub-Contractor:
Options for Long Term Care Program
July 1, 2024 through June 30, 2025**

Whereas, the Boards of County Commissioners for **Las Animas** and **Huerfano Counties** have agreed to combine into a region for the purpose of contracting for the delivery of Options for Long Term Care Services as per Colorado statute and the rules and regulations of the Colorado Department of Human Services and the Colorado Department of Health Care Policy and Financing; and

Whereas, said Boards have agreed that the Las Animas County Department of Human Services ("Las Animas County") is the designated Case Management Agency and will serve as the fiscal agent for the program and as the contractor with the Colorado Department of Health Care Policy and Financing for the Case Management Agency/Options for Long Term Care Program; and

Whereas, said Boards agree that said Options for Long Term Care Services will be delivered by both Las Animas County and the Huerfano County Department of Human/Social Services in accordance with the terms of the contract entered into between Las Animas County and the Colorado Department of Health Care Policy and Financing. A copy of that contract is attached as "Attachment A" and incorporated herein.

Therefore, Las Animas County and Huerfano County entered into the following agreement effective **July 1, 2024 through June 30, 2025**.

1. Las Animas County will contract with the State of Colorado Department of Health Care Policy and Financing to provide Options for Long Term Care Services in Huerfano and Las Animas counties. A copy of said contract is attached as "Attachment A" and incorporated herein.
 - a. Las Animas County staff will provide Options for Long Term Care Services to eligible residents of Las Animas County under the supervision of the designee of the Director of Las Animas County.
 - b. Huerfano County staff will provide Options for Long Term Care Services to eligible residents of Huerfano County under the supervision of the designee of the Director of Huerfano County.
2. Huerfano County agrees to provide Options for Long Term Care services in accordance with the terms, conditions and assurances contained in the Options for Long Term Care contract entered into between the State of Colorado Department of Health Care Policy and Financing and Las Animas County.

3. Las Animas County will be solely responsible for any fiscal sanctions which results from their service delivery and/or documentation, which is not in keeping with the terms and conditions contained in the contract and any attachments in Las Animas County. Huerfano County will be solely responsible for any fiscal sanctions which result from their service delivery and/or documentation which is not in keeping with the terms and conditions contained in the contract and any attachments in Huerfano County.
4. Las Animas County will be solely responsible for financial record keeping regarding revenues and expenditures related to the Options for Long Term Care Program in Las Animas County and will be solely responsible for State audit exceptions or other fiscal sanctions related to finances and financing documentation in Las Animas County. Las Animas County will disclose any audit exceptions to Huerfano County within thirty (30) days of receiving the audit findings.
5. Huerfano County will be solely responsible for financial record keeping regarding revenues and expenditures related to the Options for Long Term Care Program in Huerfano County and keep the same in accordance with the terms of the contract contained herein as "Attachment A".
6. Huerfano County will be solely responsible for financial record keeping regarding revenues and expenditures related to the Options for Long Term Care Program in Huerfano County and will be solely responsible for State audit exceptions or other fiscal sanctions related to finances and financing documentation in Huerfano County. Huerfano will disclose any audit exceptions to Las Animas County within thirty (30) days of receiving the audit findings.
7. The revenue provided by the State to Las Animas County as reimbursement for the costs of the delivery of Options for Long Term Care Services in both counties will be shared with Huerfano County in keeping with state funding as follows:
 - a. Huerfano County will be paid according to their actual monthly Fee for Service for Targeted Case Management (TCM) reimbursement for ongoing case management services. The following rate structure will apply:

Case Management Services	Payment Frequency	Rate
Appeals – Creation of Packet	Per Appeal Packet	\$531.60
Appeals – Attendance at Hearing	Per Appeal Hearing	\$490.97
Initial Level of Care Assessment (100.2)	Payment per Assessment	\$283.62
Continued Stay Review – Level of Care Assessment (100.2)	Payment per Assessment	\$214.03
Initial Level of Care Screen	Payment per screen	\$210.27
Annual Reassessment – Level of Care Screen	Payment per screen	\$195.63
Initial Needs Assessment – Required Questions Only	Payment per Assessment	\$265.49
Annual Reassessment Needs Assessment – Required Questions Only	Payment per Reassessment	\$249.20
Initial Needs Assessment – Voluntary Questions Included	Payment per Assessment	\$331.87
Annual Reassessment Needs	Payment per Reassessment	317.15

Assessment – Voluntary Questions Included		
On-Going Case Management PMPM – Tier One (1-700)	Payment per Member per Month	\$93.35
Rural Travel Add-On (Initial, CSR, Monitoring) for Rural and Frontier Counties	Payment per Activity	\$37.46
CIRS - Critical Incident Reporting	Monthly, Per Member enrolled	\$1.61

8. Termination Agreement: Either party may terminate this agreement by notifying the other party in writing 60 days prior to termination. Such written termination notice to be submitted to:

Michael Aragon, Executive Director
 Las Animas County Department of Human Services
 219 South Chestnut Street
 Trinidad, CO 81082

Or

Heather Wellman, Director
 Huerfano County Department of Social Services
 121 West 6th Street
 Walsenburg, Colorado 81089

This agreement will be effective July 1, 2024

Signed by:

Michael Aragon, ABD, MS
 Executive Director,
 Las Animas County
 Dept. of Human Services

Heather Wellman
 Director,
 Huerfano County
 Dept. of Human Services

Date:

Date:

Adult Services Unit

STAFF

- The unit is currently fully staffed.
- The Unit will need a case aid in light of increasing workload.

CASELOAD

Adult Protection 4 received, 4 investigated, 4 closed

Single Entry Point/Long Term Care Medicaid
136 clients, 3 intakes, 0 nursing home referrals, 1 denied

ACTIVITIES

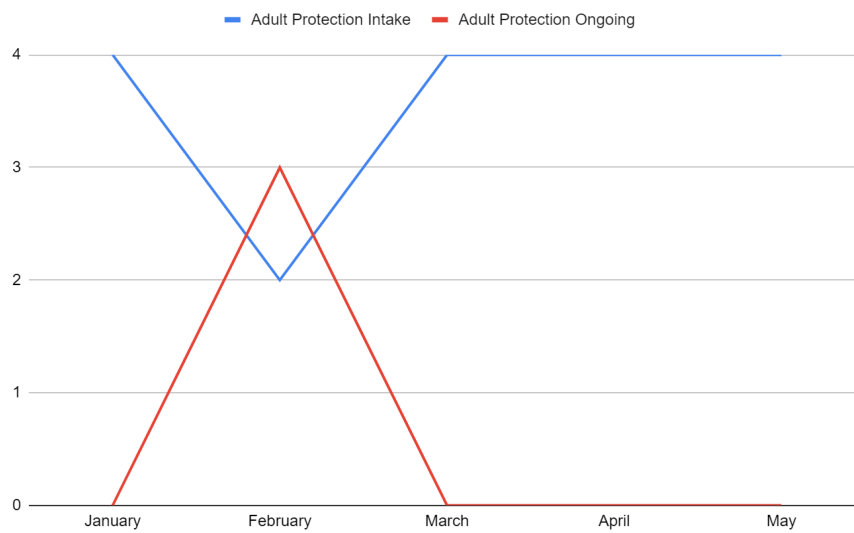
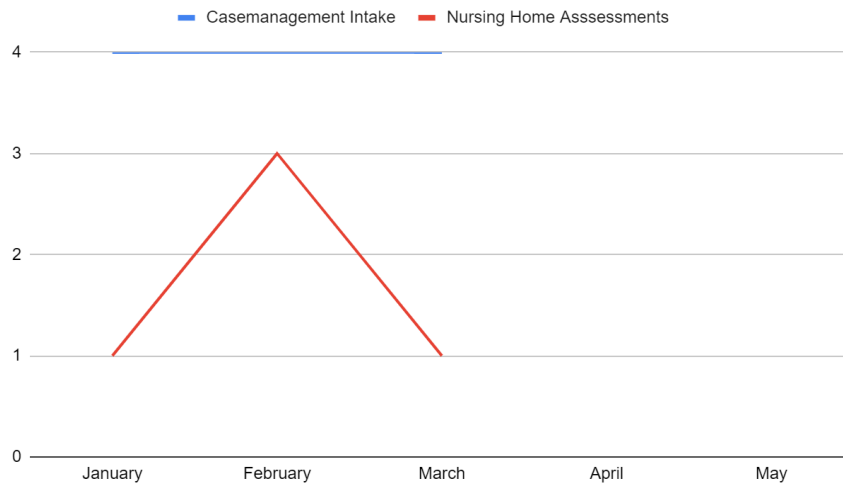
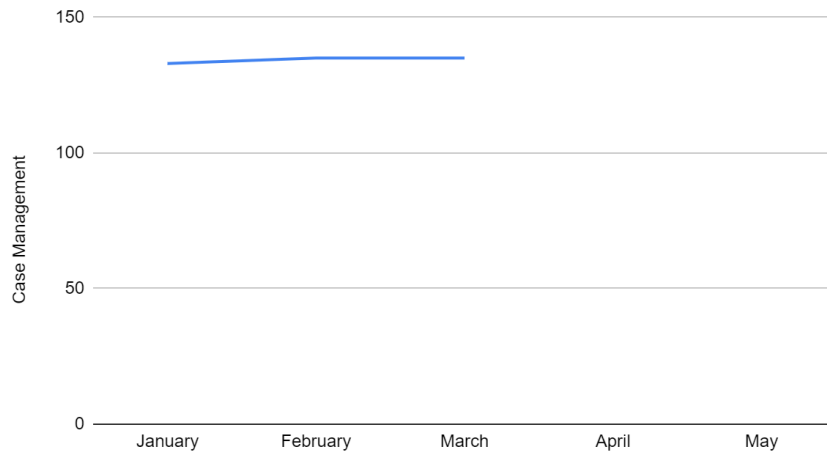
Case Management Agency

- Case managers continue system work arounds and training to ensure timely Prior Authorizations Requests for community partners.
- Case managers completed over 1,000 log notes to meet Target Case Management requirements for March, April, and May. Case managers have created a process to meet new Targeted Case Management Rules to ensure payment.

Adult Protection

- World Elder Abuse Awareness Fair was June 14th from 11-2pm at the South Central Council of Governments Office. Participating community partners were Area on Aging, South Central Council of Governments, Spanish Peaks Regional Health Care Center, Veterans Community Living Center, Colorado Legal Services, Spark the Change Colorado, Senior RSVP Program, Thornton Medical, Huerfano County VA Officer, La Veta Village Assisted Living, American Legion, Alzheimer's Association, State Health Insurance Assistance Program, Capital Call, and AARP Elder Watch. APS provides Huerfano County Emergency Planning books and free totes.
- Commodities food distribution is currently placing all new applications on a waitlist as the state need for food has increased. The Huerfano County Commodities Program will complete an onsite survey June 20th.

Case Management



Assistance Payments Unit (Eligibility)

STAFF

- The Department is Fully Staffed
- One tech is out on extended leave.
- Unit will need to hire part-time to cross train into critical roles.

CASELOAD

New Applications

- Adult Financial (cash assistance): 11
- Colorado Works: 4
- Medicaid: 50
- SNAP: 42
- Expedited SNAP: 12

Redeterminations

- Adult Financial: 2
- Colorado Works: 10
- Medicaid: 34
- Snap: 78

Long-Term Care Nursing Facility cases

- 32 active cases

WORKLOAD UPDATES

The Assistance Payments Unit has been working diligently to get ourselves back on track and the following shows that all their hard work and dedication is paying off!!!

- We have had **HUGE** EBT Card in Hand improvement, and are on track to meet our goal of returning to baseline of 74% and exceed that. We expect to see more gains in June as we finish processing cases we were behind on.

	January	February	March	April	May
Overall Timeliness	74%	63%	52%	41%	72%

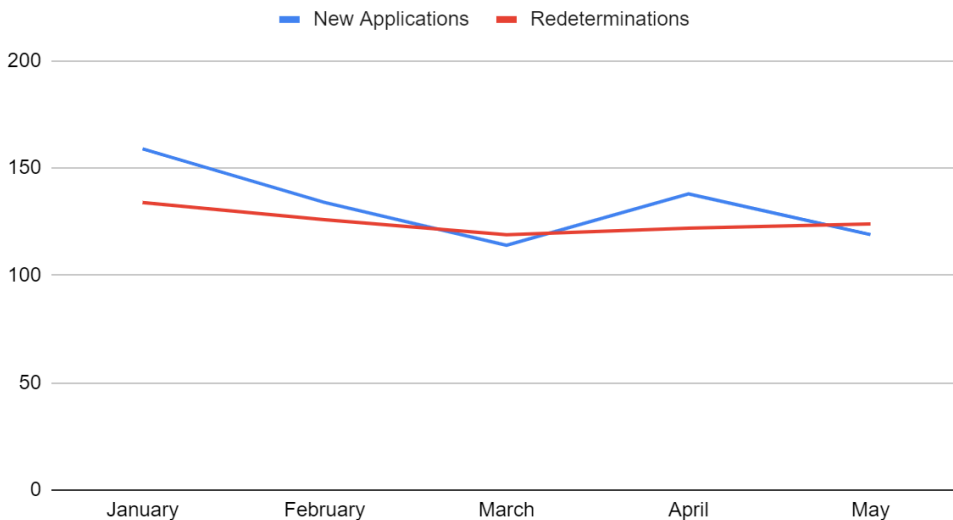
- We have increased our timeliness since 02/2024 and 03/2024, with some of the data as follows:
 - SNAP Applications:
 - In 03/2024, we had 4 applications over processing
 - As of 06/05/2024, we do not have any applications over processing

- AF Redeterminations:
In 02/2024, we were over processing by 7 cases
On 06/05/2024, we only have 1 case over processing
- SNAP Redeterminations:
In 03/2024, we were over processing by 19 cases
On 06/05/2024, we only have 4 cases over processing
- We have made a significant gain in processing redeterminations for all program areas!!
On 05/08/2024, we still had 14 Redeterminations to process for April
As of 6/11/2024, we only have 4 Redeterminations from May that are pending verifications and we are already making good progress on June redeterminations
- Tayla has been working really hard to get us caught up on our CW/TANF applications and Redeterminations and we currently do not have any cases that are over processing!!!
WooHoo Tayla!!!

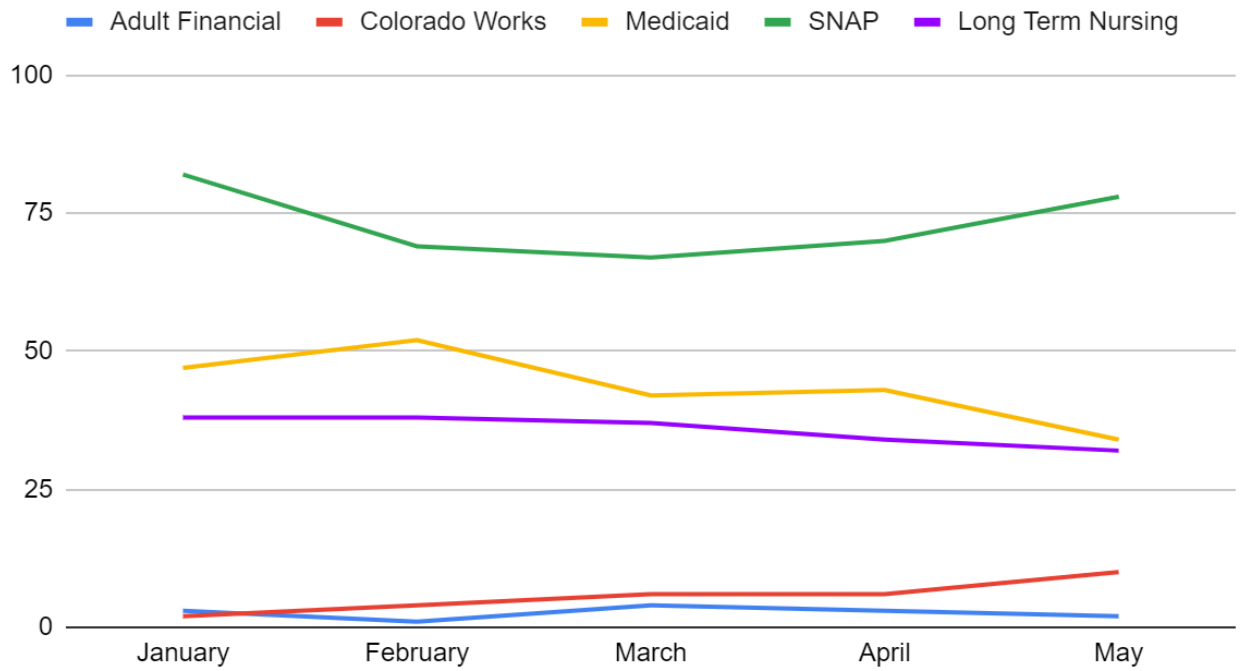
ACTIVITES

- Our newest Eligibility Technician, Shelby Ore, has now completed her SNAP training and is currently pulling Applications and Redeterminations from PEAK, scheduling appointments and verifying EBT Card-in-Hand. Shelby is beginning to work cases under the direct supervision of Unit Supervisor.
- Dylan Brunmeier has completed his Eligibility training for Colorado Works/TANF and is working on the Workforce Development training for CW/TANF. Dylan continues to assist eligibility by entering new applications and pending Redeterminations and provide back-up support for the Call Center and Front Desk. Dylan is working with the state to get our CCCAP up-to-date.
- Tayla has completed her trainings for CW/TANF and is now able to fully process and authorize those cases

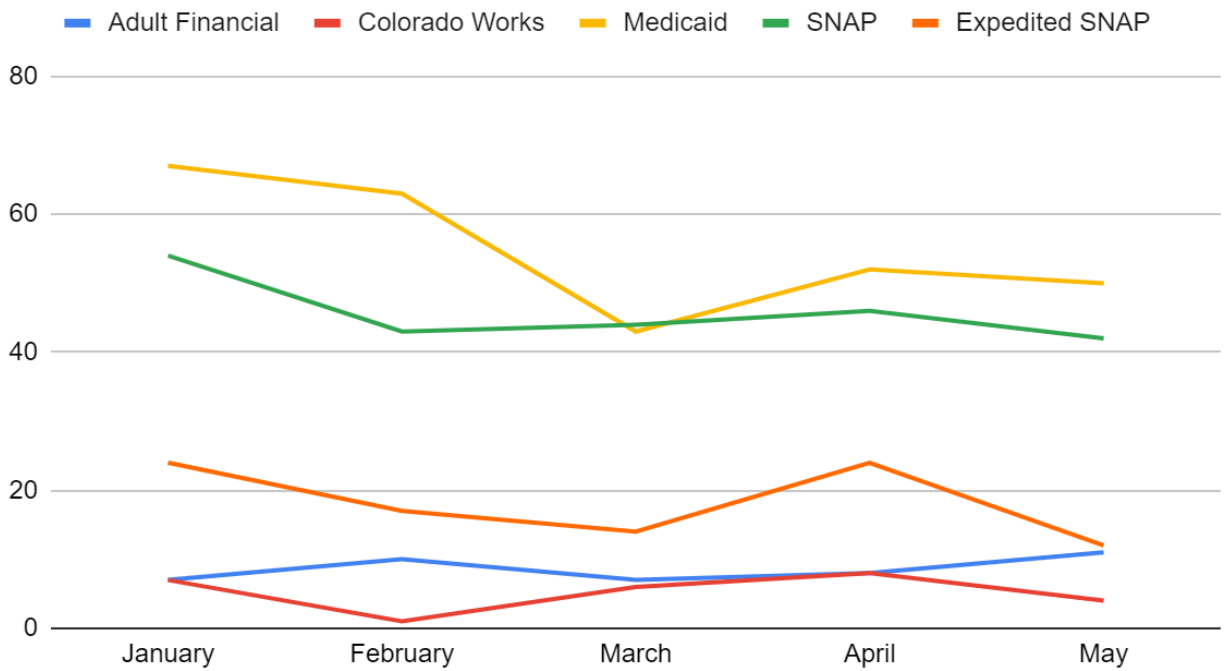
Total Applications



Redeterminations



New Applications



Child Welfare Unit

STAFF

- The unit is currently fully staffed.

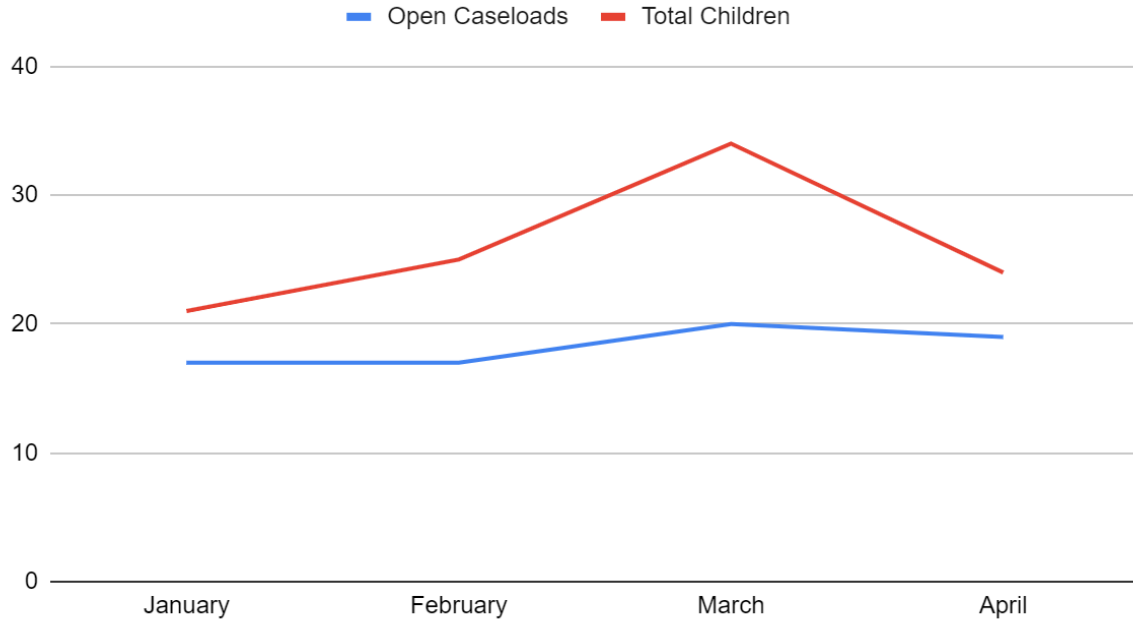
CASELOAD

- 22 open cases
 - 20 cases are open dependency or neglect cases
 - 2 voluntary case
- We have a total of 27 children
 - Foster care: 9 children
 - Kinship care: 9 children
 - Home with parents: 9 children
 - Youth in Office: 0
- Ashley Wilkins, Leadworker
 - 13 cases; 3 assessments
- April Romero, Caseworker I
 - 4 cases; 1 assessments
- Kyle Gomez, Caseworker I
 - 3 Cases; 0 assessment
- Dreama Ortivez, Supervisor
 - 1 case
- Krista Cordova, Case Aide
 - Supporting 2 cases
- We currently have two county foster homes
 - October 1, 2024 is Foster Home Audit

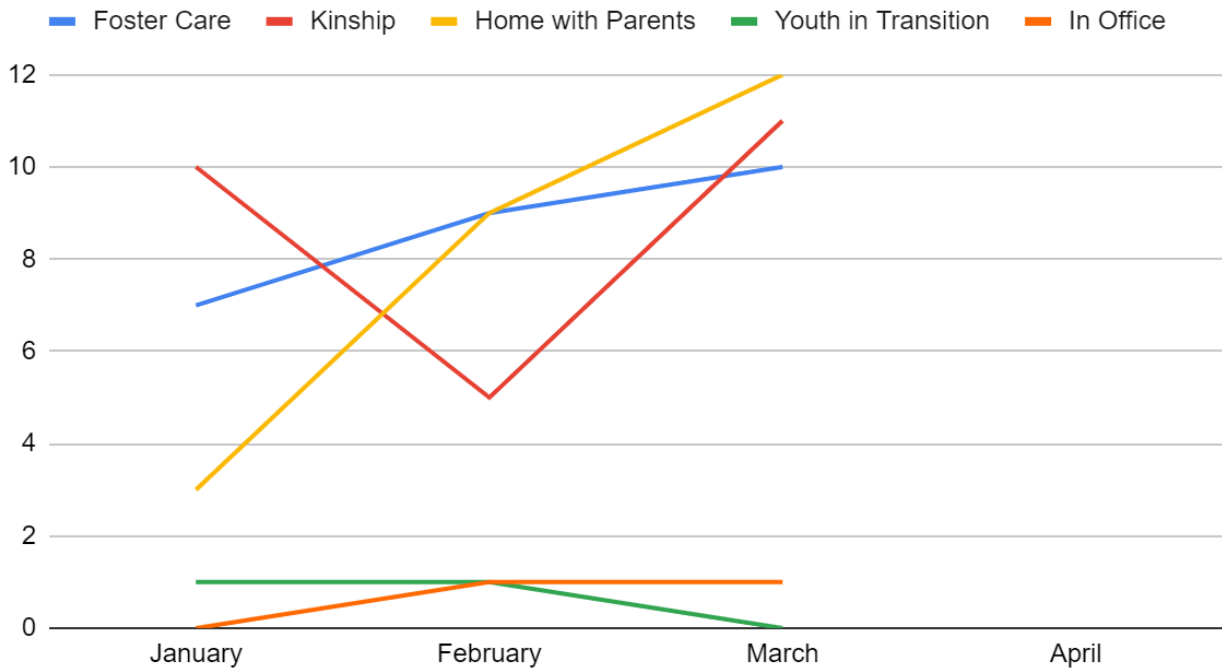
ACTIVITY UPDATES

- We have two adoptions upcoming. We are hoping for September.
- All workers have completed mandatory training for recertification.
- 100% on Contacts for the Month of May.
- C-Stat scores improved on timeliness of assessments.
- Visitation load has increased approximately 60%.
- Overall referrals have increased 68% from the same time period as last year.
- Implemented weekly unit meetings.
- Implemented monthly team building activities.

Total Open Caseloads and Children



Total Children



STAFF

- FRC is fully staffed.

CASELOAD

Referrals

- 2 Total: 2 agency, 0 walk-ins.

Ongoing Case Management/Parent Support

- Huerfano: 11 families
- Las Animas: 7 families

Basic Needs/Services

- Huerfano: 1

Playgroup Participants

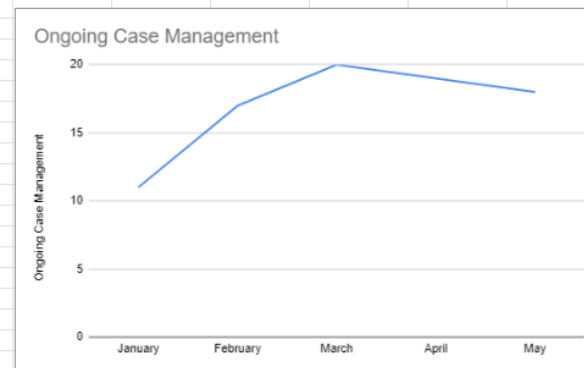
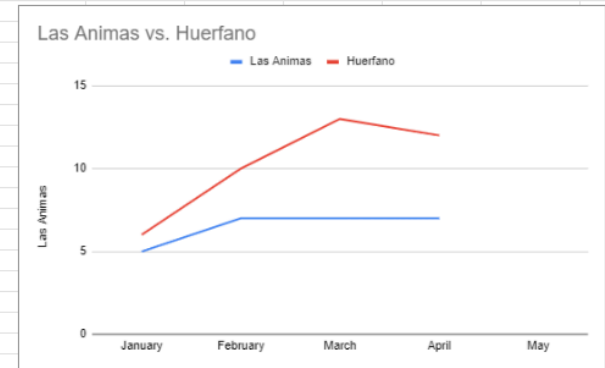
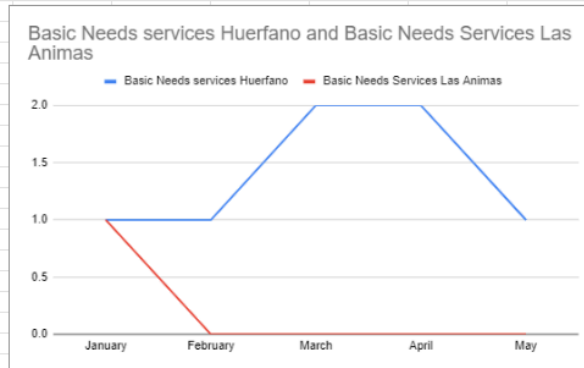
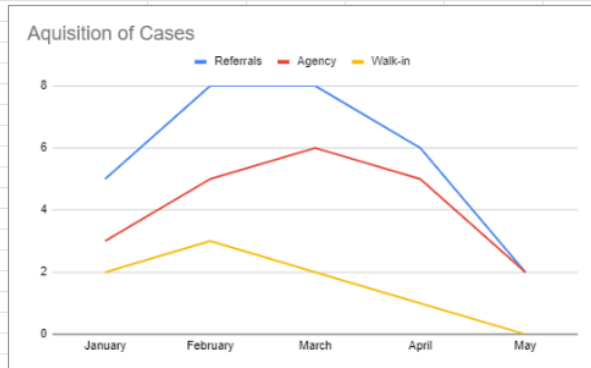
- 13 families

ACTIVITIES

- Andrea Montoya has been appointed to the Family Support Council (FSC) in Las Animas County. The FSC is a state-mandated entity, made up of family members and other community partners, that provide guidance and direction to the Case Management Agency (CMA) at Las Animas County Department of Human Services.
- The renewal process has begun for the 2024-2025 Promoting Safe and Stable Families Grant (PSSF). This Federal Grant allows the FRC to provide Intensive Case Management Services to clients in Huerfano and Las Animas Counties through state-certified Family Development Workers who serve the clients listed above with a variety of prevention and intervention services including basic needs and stabilization support, parenting education, financial health classes, in-home services, and so much more! The FRC has two Family Development Workers - Missy Serra and Giana Barela, trained in multiple curricula to offer individualized services to families. They make a great team and are appreciated by the clients they serve and those they work with!
- During May, the FRC partnered with the Denver-based SE2ChangeForGood PR Team on a Forward Together Campaign Grant! The campaign helps young people build and foster stronger relationships with their peers, parents, and trusted adults. Research shows that young people who have at least one strong connection are more likely to make healthy choices. The campaign also helps parents connect with their teens and overcome parenting challenges like building stronger bonds, having mental health discussions, and mastering talks about the risks of fentanyl, tobacco, and vaping. As a grantee, the FRC collaborated with the Forward Together team and distributed materials across networks, both online and across agencies. More information about Forward Together can be found at forwardtogetherco.com

Trainings and Meetings Held and/or Attended by FRC Director/Staff:

- IOG On-Boarding Meeting - Las Animas County IOG - Aguilar Schools
- Resilience In The Trenches: Vicarious Trauma Mitigation for Professionals on the Frontlines
- Third Judicial Truancy Program Steering Committee Meeting - Las Animas County
- Las Animas County Truancy Court - TAP
- Colorado Partnership for Thriving Families Full Partnership Meeting
- CDHS Partnering for Safety Training
- CMP State Steering Committee Meeting
- Community Coalition - Creating the Change - Meeting
- HULA Meeting
- Las Animas County Child Welfare Check-In and CMP Data Planning
- Collaborative Management Program Southeast Regional Affinity Group Meeting
- FRC Monthly All Staff Meeting
- Safe Baby Court - Family Meetings Check-In
- Collaborative Management Program RAE and MSO Training



STAFF

- One staff member is out on extended leave.
- Our DHS Attorney position is being filled for conflict cases by Juile Ripperger and ongoing by Caitlin Young

OPERATIONAL MANAGEMENT

- We are in the process of finalizing an MOU with Crowley County to provide Family Engagement Meetings, and we will bring that at the next board meeting.
 - We are planning for a hard restart to FEMs with support from the FRC, CW, and the new attorney.
- Caitlin Young has started as our attorney. She has started working with the Child Welfare team to improve processes, documentation, and case management in accordance with legal best practices.
- We have made a priority list for urgent policy or procedure reviews: Hardship and Economic Support Policy and Procedure, On Call Policy and Procedure, Reimbursement Procedure. We also anticipate a pressing upcoming need for Policies concerning CORA, Requesting Case Records, and Guardianships. We have set a goal to do a complete policy review and update by June 2025.

- Hunger Relief:

Care and Share

The Huerfano County DHS office runs a Care and Share distribution program one time per month. The program is run by Deah Weller with support from the HC Road and Bridge Department and with volunteers comprised of DHS family members.

May 2024

Total Households: 393

Total Adults: 613

Total Children: 66

Commodities

As of 6/14/2024: 94 boxes distributed.

- Accounting has been working to fix and update spreadsheets that were broken in order to close out the end of the state fiscal year. We have been reviewing accounts and are working to ensure that costs are allocated to the appropriate fund in order to maximize state dollars.
- We submitted the Phone Contract and will begin working with project management this week.
- Coordinating with Las Animas to explore community resources and holes in our resources.
- Dr. Wellman has been appointed to the Infant and Early Childhood Mental Health Steering Committee.
- We have updated front office forms to ensure that staff have access to required forms when clients request them.
- We have our digitization kick off in July, so the office manager and director have a plan to organize and review files in the office for destruction or digitization.
- Met with the consultants for the Health Department/DHS building. Working to get a meeting with Health Department to align goals.
- Attended CCI where Dr. Wellman was able to meet with Michelle Barnes and network with other directors. We learned about the new legislation coming up and its impact on our county and were able to share our needs as a small/medium county.

GOALS

Director Wellman has been with HCDHS for a little more than six months. In that time, we have tackled some challenges and had some real successes.

- In this year, compared to last year, our Child Welfare referrals have increased by 68%.
- Our Adult Services unit changed from Single Entry Point to a Case Management Agency.
- Eligibility closed our timeliness gap by more than two months.
- We increased our customer service rating to 100%.
- We completely revamped the front of house systems and operations.
- We adjusted our salary schedule.
- We tackled figuring out how to get our technology and systems online faster.
- We have rewritten SOPs and Policies (just a start, but we started).
- We have built strong partnerships with our neighboring counties.
- Hired a new director
- Hired a new accountant
- Hired a new office manager
- Hired a new Case Aide
- Hired two new eligibility technicians
- Dealt with never ending phone issues
- Dealt with platforms outages and systems just not working right (CMA, CBMS, etc)
- Dealt with heating and cooling problems
- Dealt with car troubles in our fleet
- Had to say goodbye to friends and colleagues

Update on Goals

Adult Services

Goal: Complete ARD with no deficiencies on all guardianship cases.

Progress: ARD scheduled for August.

Goal: Become proficient in the care and case management system

Progress: Hallie and Joanna have been attending all trainings, have advocated for better systems, and have caught up on outstanding issues related to the CMA.

Assistance Payments

Goal: By the end of the year, have all applications, redeterminations, and changes processed in correct timeframe.

Progress: On track to achieve goal by end of summer.

Goal: Create a welcoming, organized, and collaborative environment.

Progress: Regular unit meetings, front office redesign, and working toward internal collaboration.

Child Welfare

Goal: Maintain and improve timeliness on C-Stats, contacts, and court reports

Progress: Redesigned court report, 100% timeliness on contacts, improved C-Stats on assessments this month.

Goal: Create and maintain open lines of communication within the unit, service providers, and with council.

Progress: Established unit team building, established regular attorney and respondent council meetings.

Family Resource Center

Goal: Formalize the PSSF client onboarding process.

Progress: Checklists and folders created.

Goal: Establish parent/teen support program

Progress: Trained at the end of April in Lift program.

Goal: Re-establish staff meetings

Progress: Staff meeting the last Wednesday of the month around a meal and celebrations.

Overall Organization

Goal: Office Organization, Set-Up, Welcoming environment.

Progress: Moved offices around including CW and visitation rooms, preparing for digitization, creating Google Drive portals and organizing files for policies and memos. Changed front office flow and look to be more welcoming.

Goal: Staff training into DHS, community service, and professional skills.

Progress: Child Welfare up to date on training. Worked with state to figure out how to get easier and faster access to systems and to get access to monitor training. State training liaison visit with eligibility. Held one all staff training and have quarterly trainings scheduled. Started intensive coaching and mentoring with select staff.