

PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS

OCTOBER 24, 2023

PROWERS COUNTY ANNEX – MEZZANINE ROOM

1001 S. MAIN STREET, LAMAR, CO 81052

8:00 a.m. Board of Human Services, Lanie Meyers-Mireles - Canceled
8:30 a.m. Board of Health, Meagan Hillman

WORK SESSION

9:00 a.m. Judy Wittman, Prowers County Treasurer
- Updates

9:30 a.m. Mark Carrigan and Cindy Bennett
- Fairboard discussion

10:00 a.m. Kathy Scranton, Big Timbers Museum Curator
- Museum Update

10:15 a.m. Antonio Huerta, U.S. Senator John W. Hickenlooper's Office
- Update

10:30 a.m. Staffon Warn, Prowers County Rural Fire and OEM
- Update

11:00 a.m. Jack Goble, General Manager, Lower Arkansas Valley Water Conservancy District and Leroy Mauch, Vice -Chairman, LAVWCD Board of Directors
- Update

11:30 a.m. Karen Bryant, Prowers Medical Center CEO
- Update

2:30 pm Michelle Hiigel, Land Use Administrator; Darla Specht, 1041 Attorney; Michelle Nelson, Agritech Consulting
- GP/SD/LAWMA 1041 Corner Exemption Discussion

3:00 pm Xcel Energy Representatives, Michelle Hiigel, Land Use Administrator; Darla Specht, 1041 Attorney; Michelle Nelson, Agritech Consulting
- Transmission Line Update and Discussion

MEETING AGENDA

1:00 p.m. Invocation

 Pledge of Allegiance

 Call Meeting to Order

 Roll Call

CONSENT AGENDA ACTION ITEMS:

1. Consider Approval of Adoption of Agenda
2. Consider Approval of Payment of Bills Presented and of Voiding Checks, if any
3. Consider Approval of October 10, 2023 Meeting Minutes

PUBLIC APPEARANCES

- Anyone wishing to address the BOCC may do so at the discretion of the Board and subject to a three-minute limitation.

1:05 p.m. Michelle Hiigel, Land Use Administrator and Dylan Ikkala, Apex Clean Energy

- Underground & Utility Permit Application for Antelope Creek Wind, LLC, Bore Testing on County Roads.

Mark Westhoff

- County Administrator Update

Rose Pugliese, Esq.

- County Attorney Update

EXECUTIVE SESSION

- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions.
- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions related to, **Part I**-County Investments update and **Part II** Public Safety Ballot Measure.

ACTION ITEMS:

1. Consider approval of Underground and Utility Permit No. 960 for Apex Clean Energy to bore five (5) feet below current grade in seven (7) locations on County Road 12.
2. Consider approval of Underground and Utility Permit No. 961 for Apex Clean Energy to bore five (5) feet below current grade in eight (8) locations on County Road 19.
3. Consider approval of Underground and Utility Permit No. 962 for Apex Clean Energy to bore five (5) feet below current grade in three (3) locations on County Road J.
4. Consider approval of Underground and Utility Permit No. 963 for Apex Clean Energy to bore five (5) feet below current grade in thirteen (13) locations on County Road K.
5. Consider approval of Underground and Utility Permit No. 964 for Apex Clean Energy to bore five (5) feet below current grade in six (6) locations on County Road M.
6. Consider approval of Underground and Utility Permit No. 965 for Apex Clean Energy to bore five (5) feet below current grade in nine (9) locations on County Road N.
7. Consider ratifying 10-10-2023 verbal poll approval to appoint Gary Harbert as the County Veteran Service Officer for Prowers County, CO.
8. Consider ratifying 10-12-2023 email poll approval for Payment of Bills, presented in the amount of \$181,096.84 for County General Fund with a Certification date of October 17, 2023.
9. Consider approval of Master ask Order Contract # 23 FAA 00042 / Task Order Number 2024*0719 for OPHP infrastructure funding in the amount of \$331,314.00, expiration date 11-30-2027 and authorizing Public Health Director, Meagan Hillman to execute the document electronically.
10. Consider approval to accept DFPC 2023 Direct Distribution of Personal Protection Equipment in the amount of \$43,011.00 and authorizing Rural Fire Chief, Staffon Warn to execute the acceptance of award.
11. Consider approval of Resolution in Opposition to the Proposed Changes to the South Central and Southeast Transportation Planning Region Boundaries.
12. Consider approval for a correction to the Subdivision Exemption application agenda item for Five Rivers Cattle Feeding LLC, correcting the agenda item to read Five Rivers Ranch Cattle Feeding, LLC which was approved by the BOCC on 7-11-2023.

13. Consider approval of Final Subdivision Exemption Plat Map for Five Rivers Ranch Cattle Feeding, LLC. Application request was approved on July 18, 2023 by the Planning Commission and on July 25, 2023 by the BOCC. Minor Subdivision, for a First Subdivision, in the S½NE¼ of Section 19, Township 22 South, Range 47 west, Subdividing 10.7 acres and to be recorded in the County Clerk's Office.
14. Consider approval of amended agreement between the Colorado Statewide Internet Portal Authority (SIPA) and Prowers County to procure Google Workspace Business Plus subscriptions through SIPA for three consecutive one year terms starting 09/20/2023 and ending 09/19/2026, for a total of \$111,774.99, and authorizing Chairman Ron Cook to execute the document.
15. Consider approval of agreement between the Colorado Statewide Internet Portal Authority (SIPA) and Prowers County to procure Virtru for Email Platform subscriptions through SIPA for a one year term starting 10/23/2023 and ending 10/22/2024, for a total of \$8,547.60, and authorizing Chairman Ron Cook to execute the document.
16. Consider ratifying 10-17-2023 email poll approval of Certification for Access for Prowers County associated with Personal Identifying Information (PII) Through a Database or Automated Network.
17. Consider approval of Memorandum of Understanding between Otero College Child Development Services Head Start and Prowers County Department of Human Services from October 9, 2023 through September 30, 2026 for joint agreement to facilitate cooperation and collaboration and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the agreement.
18. Consider approval of OLTC new Policy and Procedures requirements for Prowers County Public Health Department.

PREVIOUSLY TABLED ACTION ITEMS:

1. NONE

NOTE: This Agenda is provided for informational purposes only. Action may be taken on any or all of the items. All times are approximate. If any given item is finished earlier than anticipated, the Commissioners may move on to the next item. The only exceptions are public hearings on items which have had published notices of a specific hearing time; those items will not begin until the specific time or after.

If you need assistance in participating in this meeting due to a disability as defined under the Americans with Disabilities Act, please call 719-336-8030 at least three days prior to the scheduled meeting to request an accommodation.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10-18-2023

Submitter: Michelle Hiigel, Land Use Department

Submitted to the County Administration Office on: 10-18-2023

Return Originals to: Jana Coen, County Admin, and Michelle Hiigel

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Underground and Utility Permit No. 960 for Apex Clean Energy to bore five (5) feet below current grade in seven (7) locations on County Road 12.

Justification or Background:

This investigation will help to evaluate the existing conditions of the county road and inform design of any necessary improvements to the road to deliver project components.

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

PERMIT NUMBER 960



**UNDERGROUND AND UTILITY PERMIT
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO
301 SOUTH MAIN STREET, SUITE 215
LAMAR, COLORADO 81052
Phone: (719)336-8025
Fax: (719)336-2255**

PERMITTEE'S NAME: Apex Clean Energy **DATE:** October 18, 2023
ADDRESS: 120 Garrett St, Suite 700, Charlottesville, VA 22902

Your request for permission to install a Co Rd 12 road borings five (5) feet below current grade to evaluate existing conditions of county road. This investigation will help inform design of any necessary improvements to the roads to deliver project components. Apex plans to bore seven (7) locations. is granted, subject to the following terms and conditions:

IT IS UNDERSTOOD that the PERMITTEE will cause the installation to be fully completed at no expense whatsoever to PROWERS COUNTY and that the PERMITTEE will own and maintain the same after installation. PROWERS COUNTY makes no warranty of title, either expressed or implied.

The installation shall be installed beneath the surface of the right-of-way at a minimum depth of thirty six inches, and the disturbed portion of the roadway and right-of-way shall be restored to its original condition. No part of the installation will be above the surface unless specifically approved by PROWERS COUNTY herein. The back filling shall be made in six inch lifts and mechanically tamped and packed, and the last twelve inches of the back fill shall be of stable granular material such as crushed rock or gravel. If PROWERS COUNTY so requires, PERMITTEE shall mark this installation with markers acceptable to PROWERS COUNTY at the location or locations designated by PROWERS COUNTY.

Where the installation crosses the roadway, it shall be encased in pipe of larger diameter and the crossing shall be as nearly perpendicular to the roadway as physically possible. This installation shall be installed by the method of boring or jacking through beneath the road surface; however, open cut shall be allowed up to the edge of the surfaced portion of the highway. No water shall be used in the boring and no tunneling shall be permitted.

Where the installation crosses any ditches, canals or water carrying structures, the installation shall be pushed through and beneath in a pipe of larger diameter thereby eliminating the necessity of trenching. In no case shall the flow of water be impaired or interrupted. PROWERS COUNTY will review proposed irrigation lines and, upon request, may waive the sleeve requirement based on the review.

The work must be accomplished in accordance with accepted good practices and conform to the strictest recommendations of any applicable National Safety Code and to such Colorado statutes as are applicable. The terms and provisions of Resolution No. 2005-01 are incorporated herein by reference.

SPECIAL PROVISIONS:

UNDERGROUND AND UTILITY PERMIT
Page 2
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO

Permit Number 960

The PERMITTEE shall maintain the installation at all times and agrees to indemnify and hold PROWERS COUNTY, the agencies thereof and their officers, employees and agents harmless from any and all loss and damage which may arise out of or be connected with the installation, maintenance, repair and replacement of any facility connected therewith.

This work shall be completed within 240 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

PERMITTEE will be required to shut off lines and remove all materials on or near the highway right-of-way when requested to do so by PROWERS COUNTY because of necessary highway construction or maintenance operations. Permits involving encroachment on the National System of Interstate Defense Highways may require concurrence by the U.S. Bureau of Public Roads or other Federal Agencies. Permits involving encroachment on the Colorado Dept. of Transportation Highways may require concurrence by the Colorado Dept. of Transportation or other Colorado Agencies prior to the issuance of a permit by PROWERS COUNTY.

The public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of the PERMITTEE and in accordance with directions given by the Supervisor or the Supervisor's representatives.

In the event any changes are made to this highway in the future or other circumstances arise that would necessitate removal or relocation of this installation, PERMITTEE will do so promptly at PERMITTEE'S own expense upon written request from PROWERS COUNTY. PROWERS COUNTY, whether negligent or otherwise, shall not be responsible for any damage that may result from the maintenance or use of the highway and right-of-way to the installation placed inside the right-of-way limits of PROWERS COUNTY.

This permit shall bind the parties and their respective heirs, successors, personal representatives and assigns, including but not limited to the provisions excluding liability of PROWERS COUNTY. Any action necessary to construe, interpret, or enforce the provisions of this Agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, and in the event PROWERS COUNTY is the substantially prevailing party therein, PROWERS COUNTY shall be entitled, as a matter of contract law and agreement, to recover its costs and expense therein incurred, including reasonable attorney and expert witness fees and costs.

PROWERS COUNTY, COLORADO

PROWERS COUNTY, COLORADO


By _____
Road & Bridge Supervisor (Date)

By _____
Chairman, Board of Commissioners (Date)

In accepting this Permit the undersigned, representing the PERMITTEE, verifies that the undersigned has read and understands all of the foregoing provisions, that the undersigned has authority to sign for and bind the PERMITTEE, and that by virtue of the undersigned's signature the PERMITTEE is bound by all the conditions set forth herein. There is a penalty fee of \$500 if work is done before obtaining this Permit. If Prowers County is required to incur any costs such as gravel, asphalt, barricades, signs, lighting, settling or other roadwork or repair, the Permittee will reimburse Prowers County for these costs at current rates.

PERMITTEE Signature:  DATE: 10/19/23
.....
Please attach a work sketch of proposed installation.

Legend

 County Road

 Preliminary Road Boring Location

Preliminary Road Boring Locations

Co Rd 19 and Co Rd N



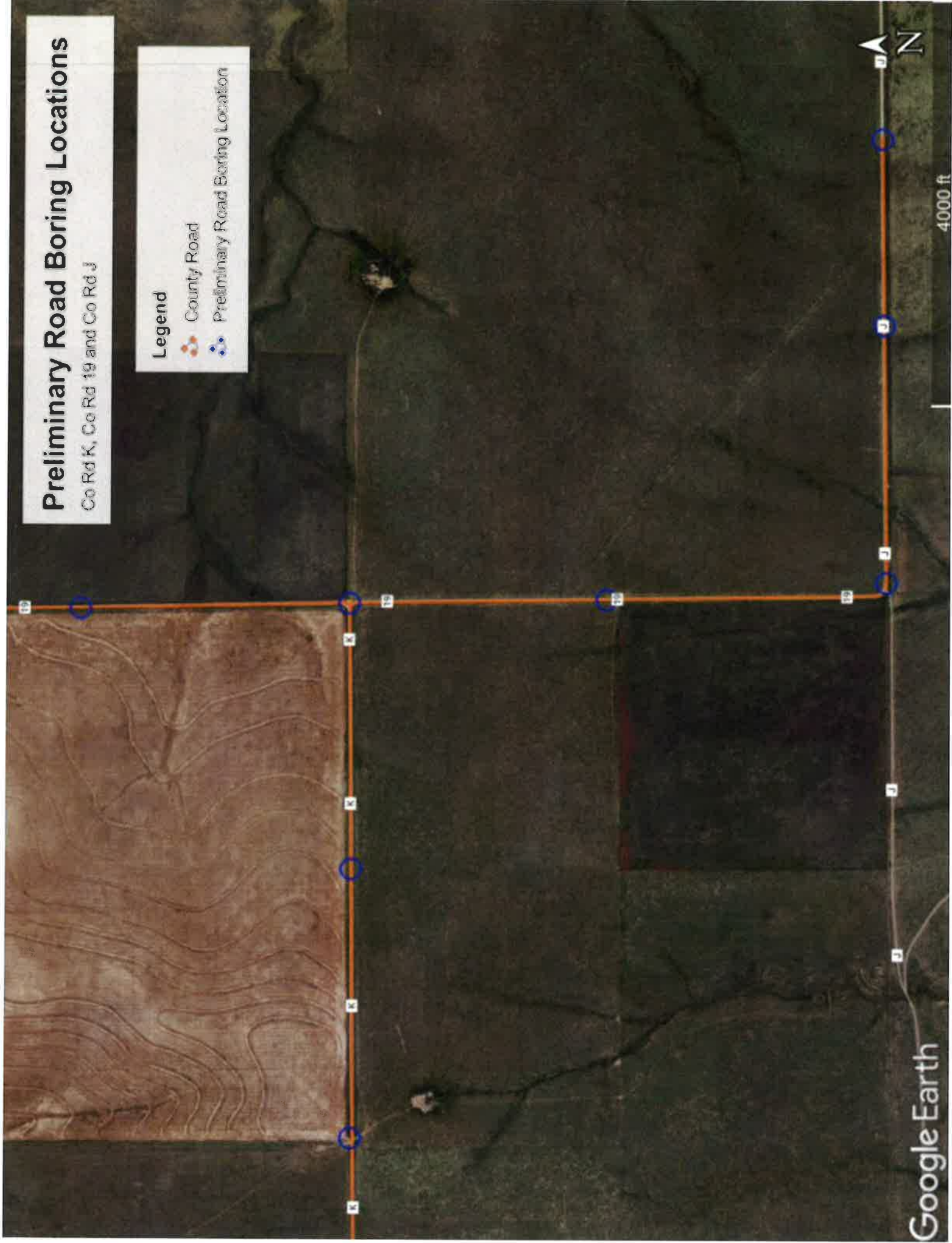
Preliminary Road Boring Locations

Co Rd K, Co Rd 19 and Co Rd J

Legend

 County Road

 Preliminary Road Boring Location



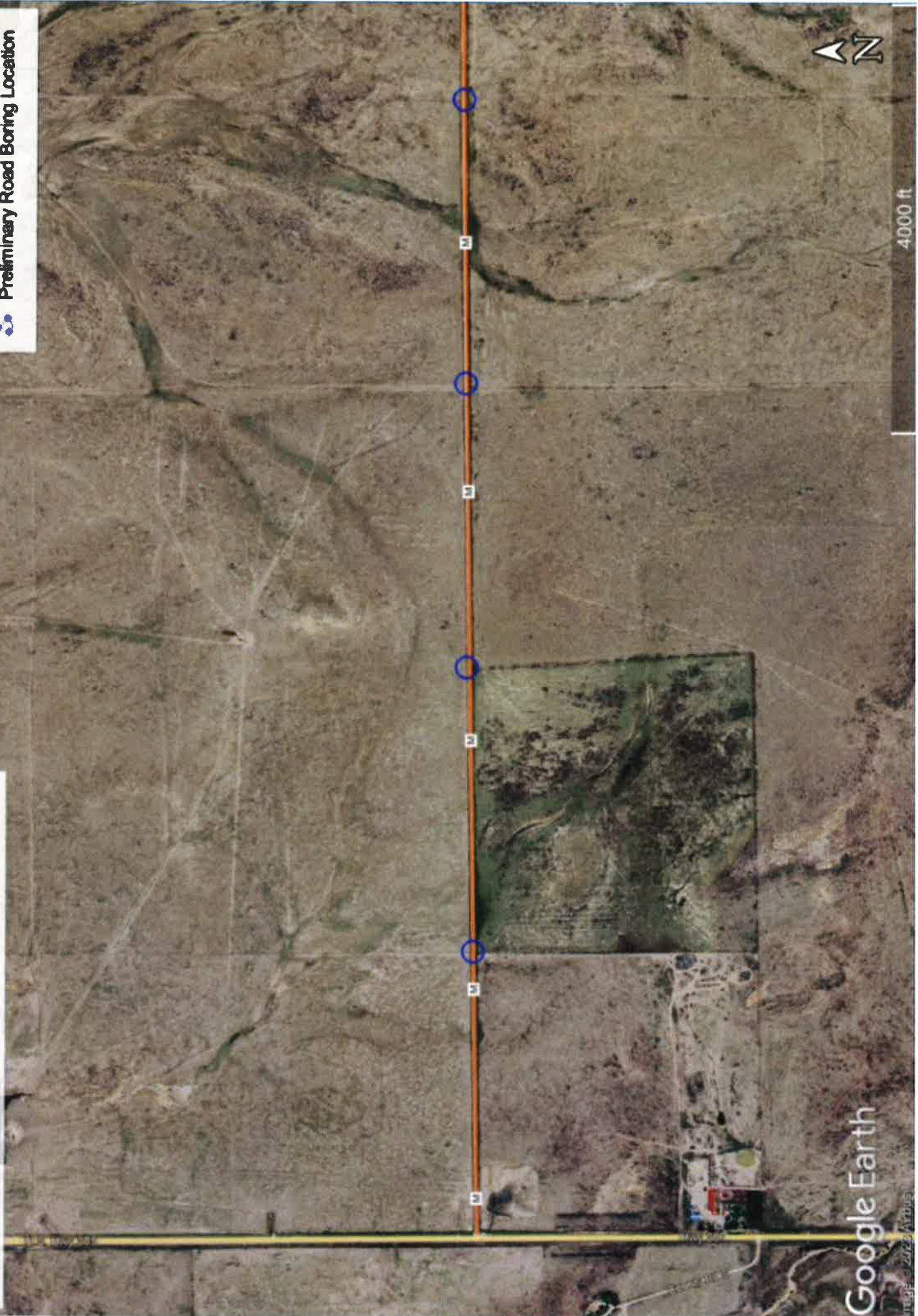
Preliminary Road Boring Locations

County Rd M

Legend

County Road

Preliminary Road Boring Location



Google Earth

Image © 2022 Airbus

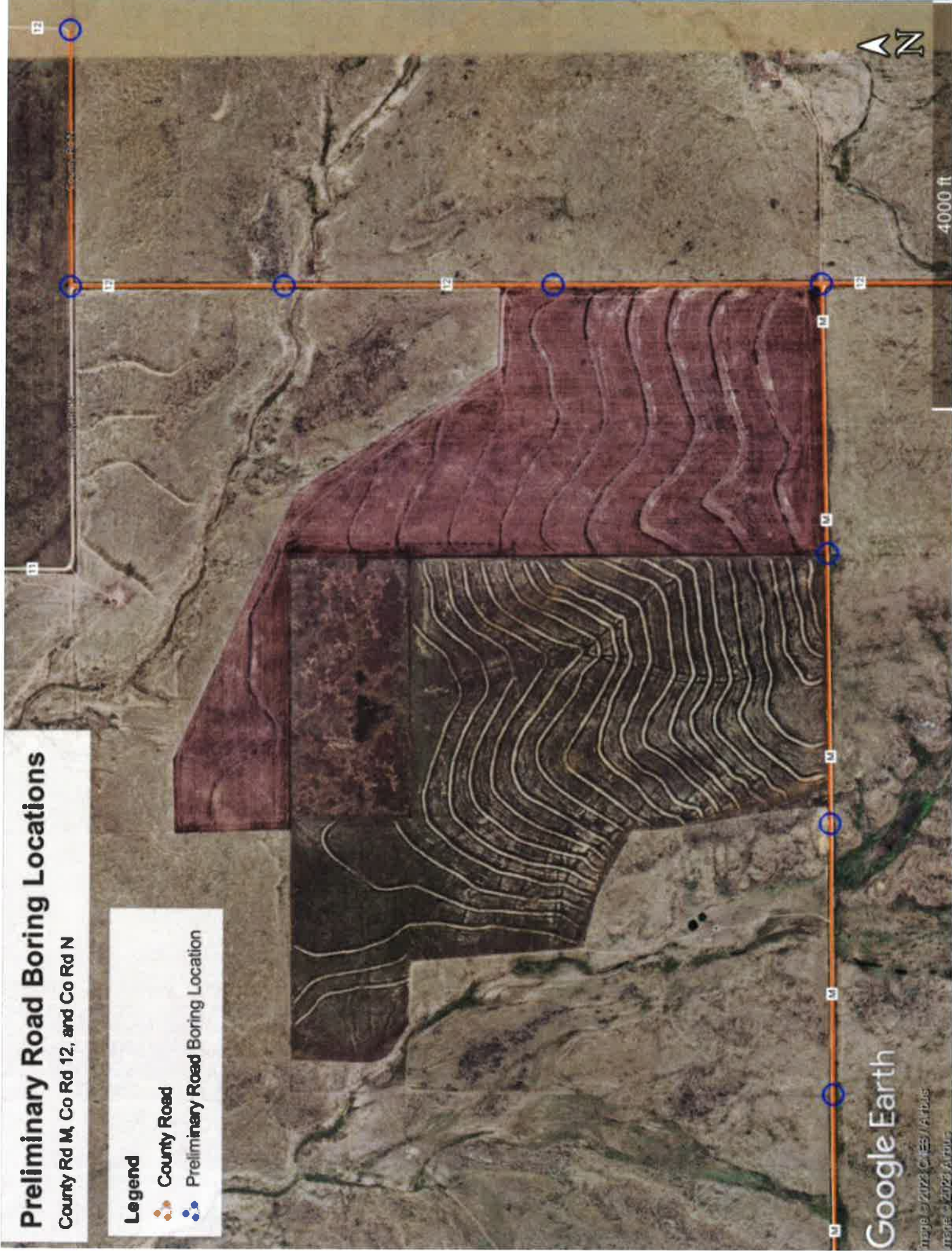
Preliminary Road Boring Locations

County Rd M, Co Rd 12, and Co Rd N

Legend

 County Road

 Preliminary Road Boring Location



Google Earth

Image © 2023 CNES / Airbus
Image © 2023 Airbus

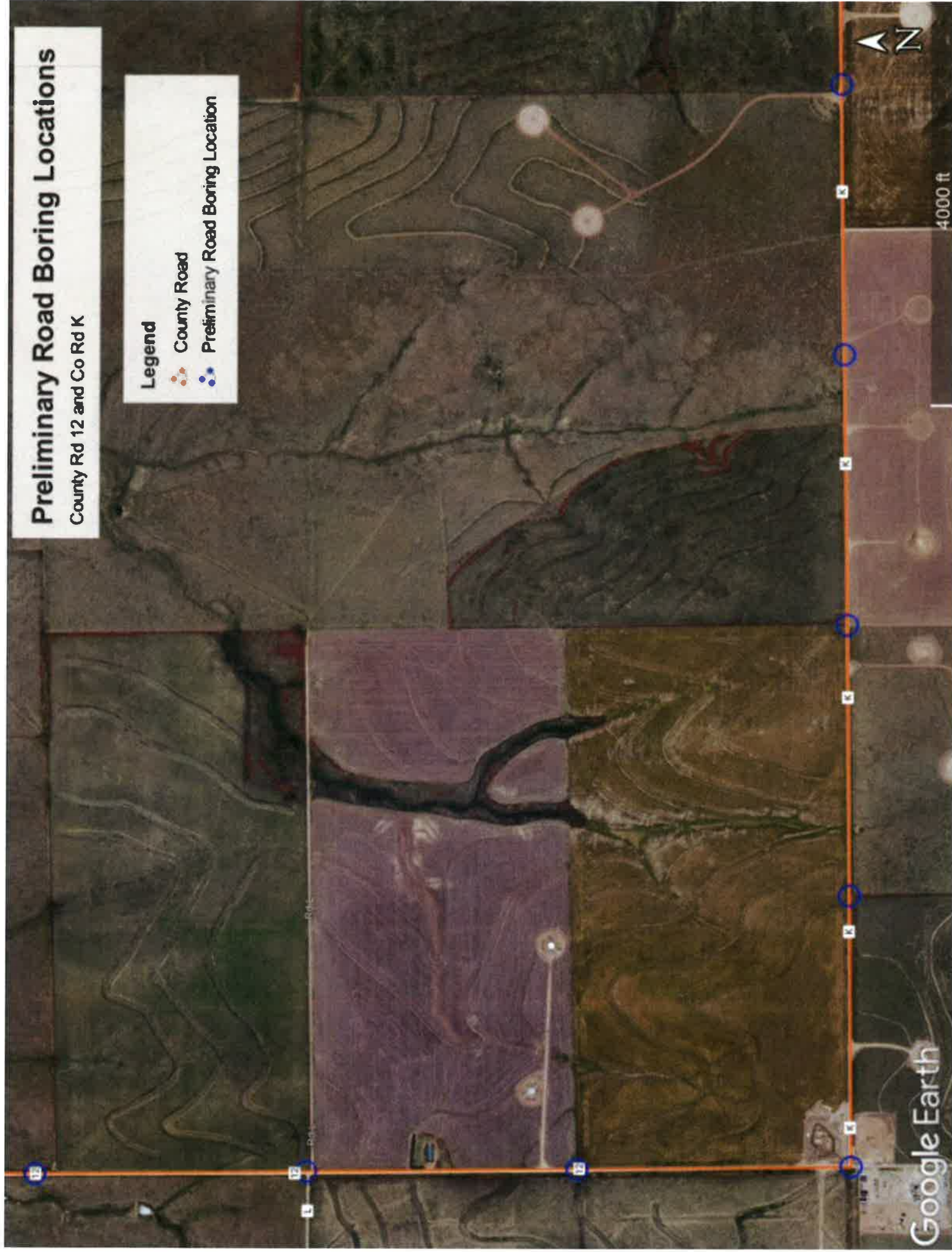
Preliminary Road Boring Locations

County Rd 12 and Co Rd K

Legend

County Road

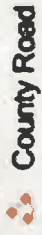
Preliminary Road Boring Location



Preliminary Road Boring Locations

Co Rd K

Legend



County Road



Preliminary Road Boring Location



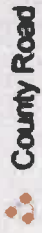
4000 ft

Google Earth

Preliminary Road Boring Locations

Co Rd K and Co Rd 19

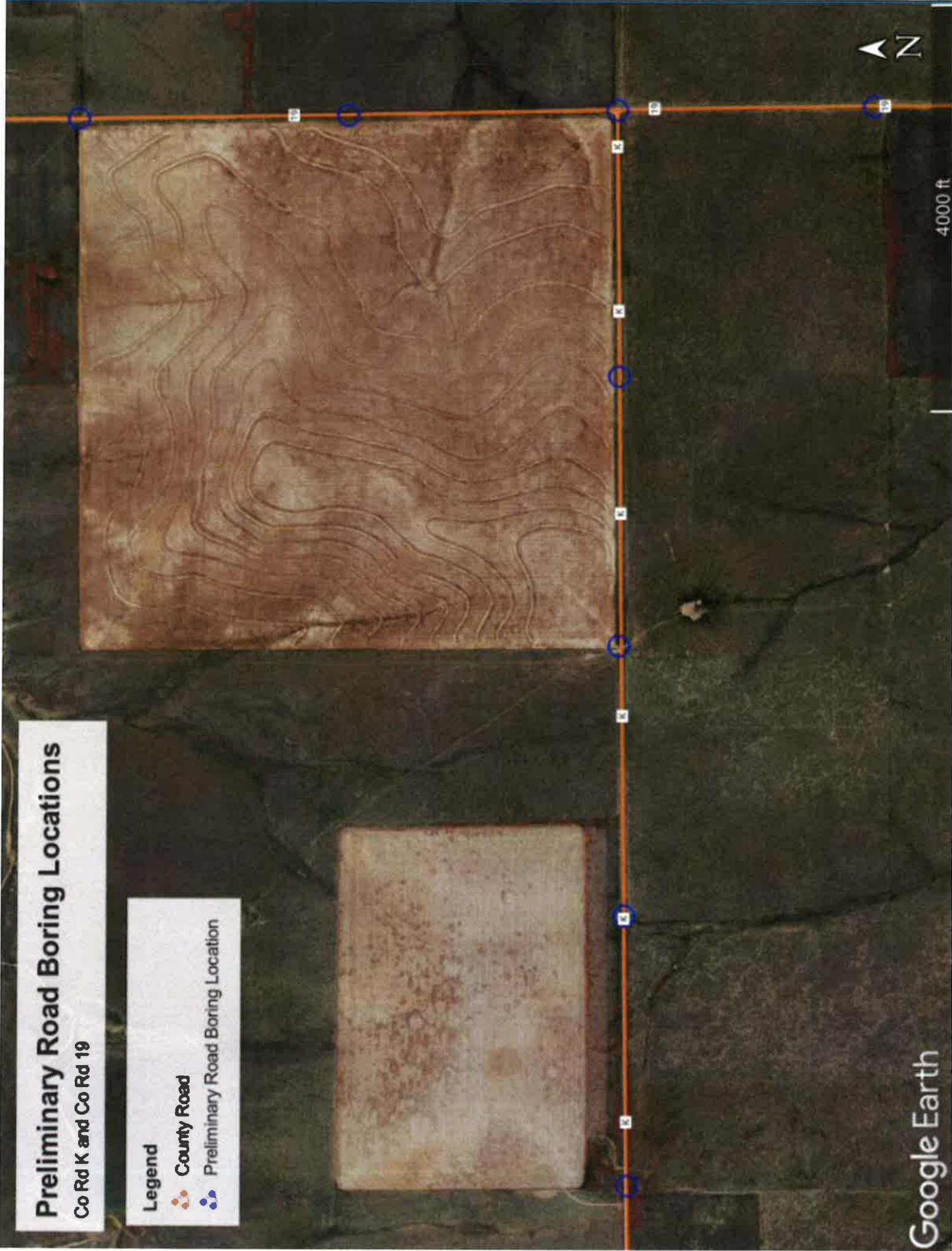
Legend



County Road



Preliminary Road Boring Location



Legend

County Road

Preliminary Road Boring Location

Preliminary Road Boring Locations

Co Rd 19 and Co Rd N

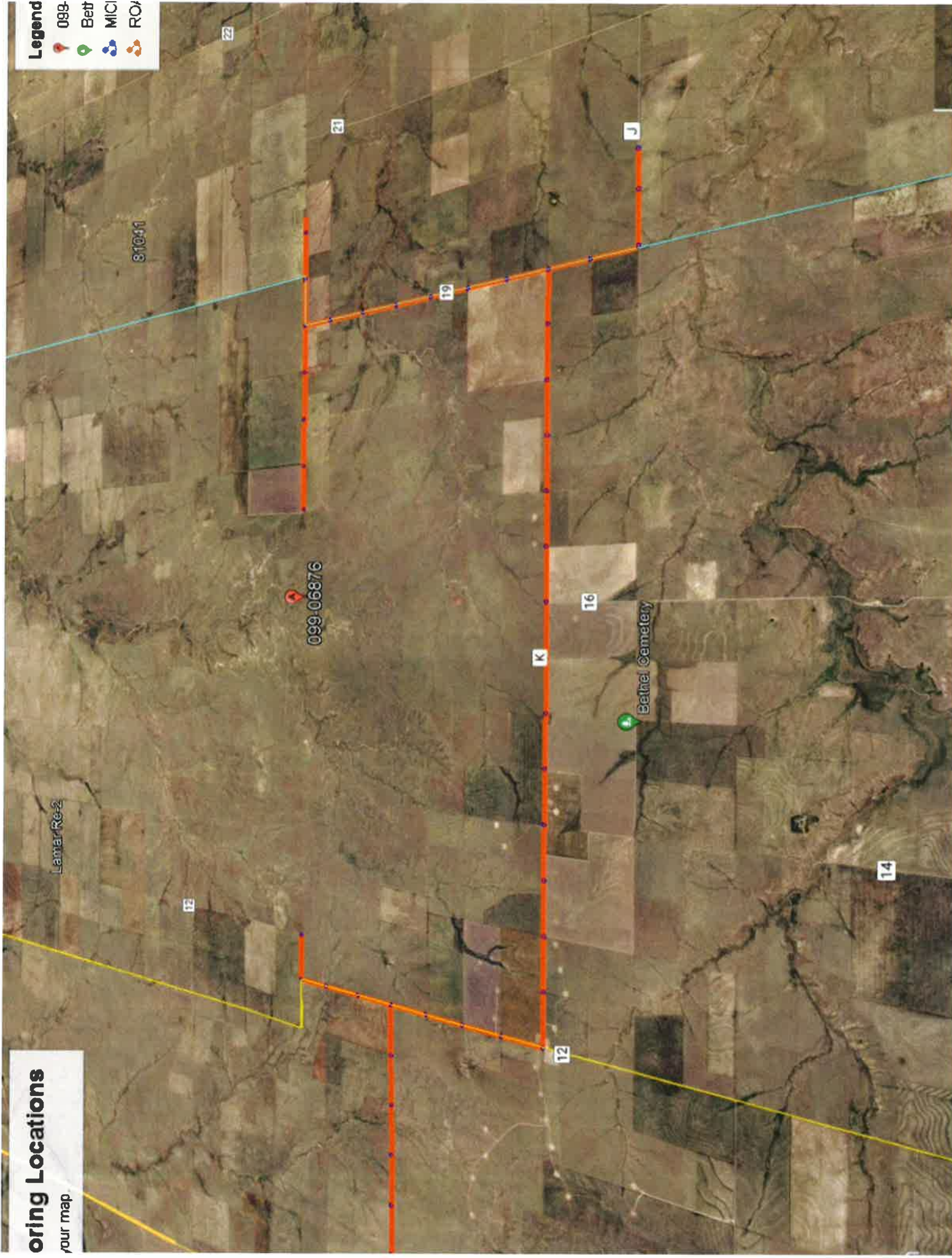


oring Locations

your map

Legend

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- Beth 
- MICI 
- ROI 



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10-18-2023

Submitter: Michelle Hiigel, Land Use Department

Submitted to the County Administration Office on: 10-18-2023

Return Originals to: Jana Coen, County Admin, and Michelle Hiigel

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Underground and Utility Permit No. 961 for Apex Clean Energy to bore five (5) feet below current grade in eight (8) locations on County Road 19.

Justification or Background:

This investigation will help to evaluate the existing conditions of the county road and inform design of any necessary improvements to the road to deliver project components.

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

PERMIT NUMBER 961



**UNDERGROUND AND UTILITY PERMIT
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO
301 SOUTH MAIN STREET, SUITE 215
LAMAR, COLORADO 81052
Phone: (719)336-8025
Fax: (719)336-2255**

PERMITTEE'S NAME: Apex Clean Energy **DATE:** October 18, 2023
ADDRESS: 120 Garrett St, Suite 700, Charlottesville, VA 22902

Your request for permission to install a Co Rd 19 road borings five (5) feet below current grade to evaluate existing conditions of county road. This investigation will help inform design of any necessary improvements to the roads to deliver project components. Apex plans to bore eight (8) locations. is granted, subject to the following terms and conditions:

IT IS UNDERSTOOD that the PERMITTEE will cause the installation to be fully completed at no expense whatsoever to PROWERS COUNTY and that the PERMITTEE will own and maintain the same after installation. PROWERS COUNTY makes no warranty of title, either expressed or implied.

The installation shall be installed beneath the surface of the right-of-way at a minimum depth of thirty six inches, and the disturbed portion of the roadway and right-of-way shall be restored to its original condition. No part of the installation will be above the surface unless specifically approved by PROWERS COUNTY herein. The back filling shall be made in six inch lifts and mechanically tamped and packed, and the last twelve inches of the back fill shall be of stable granular material such as crushed rock or gravel. If PROWERS COUNTY so requires, PERMITTEE shall mark this installation with markers acceptable to PROWERS COUNTY at the location or locations designated by PROWERS COUNTY.

Where the installation crosses the roadway, it shall be encased in pipe of larger diameter and the crossing shall be as nearly perpendicular to the roadway as physically possible. This installation shall be installed by the method of boring or jacking through beneath the road surface; however, open cut shall be allowed up to the edge of the surfaced portion of the highway. No water shall be used in the boring and no tunneling shall be permitted.

Where the installation crosses any ditches, canals or water carrying structures, the installation shall be pushed through and beneath in a pipe of larger diameter thereby eliminating the necessity of trenching. In no case shall the flow of water be impaired or interrupted. PROWERS COUNTY will review proposed irrigation lines and, upon request, may waive the sleeve requirement based on the review.

The work must be accomplished in accordance with accepted good practices and conform to the strictest recommendations of any applicable National Safety Code and to such Colorado statutes as are applicable. The terms and provisions of Resolution No. 2005-01 are incorporated herein by reference.

SPECIAL PROVISIONS:

UNDERGROUND AND UTILITY PERMIT
Page 2
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO

Permit Number 961

The PERMITTEE shall maintain the installation at all times and agrees to indemnify and hold PROWERS COUNTY, the agencies thereof and their officers, employees and agents harmless from any and all loss and damage which may arise out of or be connected with the installation, maintenance, repair and replacement of any facility connected therewith.

This work shall be completed within 240 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

PERMITTEE will be required to shut off lines and remove all materials on or near the highway right-of-way when requested to do so by PROWERS COUNTY because of necessary highway construction or maintenance operations. Permits involving encroachment on the National System of Interstate Defense Highways may require concurrence by the U.S. Bureau of Public Roads or other Federal Agencies. Permits involving encroachment on the Colorado Dept. of Transportation Highways may require concurrence by the Colorado Dept. of Transportation or other Colorado Agencies prior to the issuance of a permit by PROWERS COUNTY.

The public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of the PERMITTEE and in accordance with directions given by the Supervisor or the Supervisor's representatives.

In the event any changes are made to this highway in the future or other circumstances arise that would necessitate removal or relocation of this installation, PERMITTEE will do so promptly at PERMITTEE'S own expense upon written request from PROWERS COUNTY. PROWERS COUNTY, whether negligent or otherwise, shall not be responsible for any damage that may result from the maintenance or use of the highway and right-of-way to the installation placed inside the right-of-way limits of PROWERS COUNTY.

This permit shall bind the parties and their respective heirs, successors, personal representatives and assigns, including but not limited to the provisions excluding liability of PROWERS COUNTY. Any action necessary to construe, interpret, or enforce the provisions of this Agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, and in the event PROWERS COUNTY is the substantially prevailing party therein, PROWERS COUNTY shall be entitled, as a matter of contract law and agreement, to recover its costs and expense therein incurred, including reasonable attorney and expert witness fees and costs.

PROWERS COUNTY, COLORADO

PROWERS COUNTY, COLORADO

By _____
Road & Bridge Supervisor (Date)

By _____
Chairman, Board of Commissioners (Date)

In accepting this Permit the undersigned, representing the PERMITTEE, verifies that the undersigned has read and understands all of the foregoing provisions, that the undersigned has authority to sign for and bind the PERMITTEE, and that by virtue of the undersigned's signature the PERMITTEE is bound by all the conditions set forth herein. There is a penalty fee of \$500 if work is done before obtaining this Permit. If Prowers County is required to incur any costs such as gravel, asphalt, barricades, signs, lighting, settling or other roadwork or repair, the Permittee will reimburse Prowers County for these costs at current rates.

PERMITTEE Signature: _____

DATE: 10/19/23

.....
Please attach a work sketch of proposed installation.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10-18-2023

Submitter: Michelle Hiigel, Land Use Department

Submitted to the County Administration Office on: 10-18-2023

Return Originals to: Jana Coen, County Admin, and Michelle Hiigel

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Underground and Utility Permit No. 962 for Apex Clean Energy to bore five (5) feet below current grade in three (3) locations on County Road J.

Justification or Background:

This investigation will help to evaluate the existing conditions of the county road and inform design of any necessary improvements to the road to deliver project components.

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

PERMIT NUMBER 962



**UNDERGROUND AND UTILITY PERMIT
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO
301 SOUTH MAIN STREET, SUITE 215
LAMAR, COLORADO 81052
Phone: (719)336-8025
Fax: (719)336-2255**

PERMITTEE'S NAME: Apex Clean Energy **DATE:** October 18, 2023
ADDRESS: 120 Garrett St, Suite 700, Charlottesville, VA 22902

Your request for permission to install a Co Rd J road borings five (5) feet below current grade to evaluate existing
conditions of county road. This investigation will help inform design of any necessary improvements to the roads to deliver project
components. Apex plans to bore three (3) locations. is granted, subject to the following terms and conditions:

IT IS UNDERSTOOD that the PERMITTEE will cause the installation to be fully completed at no expense whatsoever to PROWERS COUNTY and that the PERMITTEE will own and maintain the same after installation. PROWERS COUNTY makes no warranty of title, either expressed or implied.

The installation shall be installed beneath the surface of the right-of-way at a minimum depth of thirty six inches, and the disturbed portion of the roadway and right-of-way shall be restored to its original condition. No part of the installation will be above the surface unless specifically approved by PROWERS COUNTY herein. The back filling shall be made in six inch lifts and mechanically tamped and packed, and the last twelve inches of the back fill shall be of stable granular material such as crushed rock or gravel. If PROWERS COUNTY so requires, PERMITTEE shall mark this installation with markers acceptable to PROWERS COUNTY at the location or locations designated by PROWERS COUNTY.

Where the installation crosses the roadway, it shall be encased in pipe of larger diameter and the crossing shall be as nearly perpendicular to the roadway as physically possible. This installation shall be installed by the method of boring or jacking through beneath the road surface; however, open cut shall be allowed up to the edge of the surfaced portion of the highway. No water shall be used in the boring and no tunneling shall be permitted.

Where the installation crosses any ditches, canals or water carrying structures, the installation shall be pushed through and beneath in a pipe of larger diameter thereby eliminating the necessity of trenching. In no case shall the flow of water be impaired or interrupted. PROWERS COUNTY will review proposed irrigation lines and, upon request, may waive the sleeve requirement based on the review.

The work must be accomplished in accordance with accepted good practices and conform to the strictest recommendations of any applicable National Safety Code and to such Colorado statutes as are applicable. The terms and provisions of Resolution No. 2005-01 are incorporated herein by reference.

SPECIAL PROVISIONS:

UNDERGROUND AND UTILITY PERMIT
Page 2
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO

Permit Number 962

The PERMITTEE shall maintain the installation at all times and agrees to indemnify and hold PROWERS COUNTY, the agencies thereof and their officers, employees and agents harmless from any and all loss and damage which may arise out of or be connected with the installation, maintenance, repair and replacement of any facility connected therewith.

This work shall be completed within 240 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

PERMITTEE will be required to shut off lines and remove all materials on or near the highway right-of-way when requested to do so by PROWERS COUNTY because of necessary highway construction or maintenance operations. Permits involving encroachment on the National System of Interstate Defense Highways may require concurrence by the U.S. Bureau of Public Roads or other Federal Agencies. Permits involving encroachment on the Colorado Dept. of Transportation Highways may require concurrence by the Colorado Dept. of Transportation or other Colorado Agencies prior to the issuance of a permit by PROWERS COUNTY.

The public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of the PERMITTEE and in accordance with directions given by the Supervisor or the Supervisor's representatives.

In the event any changes are made to this highway in the future or other circumstances arise that would necessitate removal or relocation of this installation, PERMITTEE will do so promptly at PERMITTEE'S own expense upon written request from PROWERS COUNTY. PROWERS COUNTY, whether negligent or otherwise, shall not be responsible for any damage that may result from the maintenance or use of the highway and right-of-way to the installation placed inside the right-of-way limits of PROWERS COUNTY.

This permit shall bind the parties and their respective heirs, successors, personal representatives and assigns, including but not limited to the provisions excluding liability of PROWERS COUNTY. Any action necessary to construe, interpret, or enforce the provisions of this Agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, and in the event PROWERS COUNTY is the substantially prevailing party therein, PROWERS COUNTY shall be entitled, as a matter of contract law and agreement, to recover its costs and expense therein incurred, including reasonable attorney and expert witness fees and costs.

PROWERS COUNTY, COLORADO

PROWERS COUNTY, COLORADO

By _____
Road & Bridge Supervisor (Date)

By _____
Chairman, Board of Commissioners (Date)

In accepting this Permit the undersigned, representing the PERMITTEE, verifies that the undersigned has read and understands all of the foregoing provisions, that the undersigned has authority to sign for and bind the PERMITTEE, and that by virtue of the undersigned's signature the PERMITTEE is bound by all the conditions set forth herein. There is a penalty fee of \$500 if work is done before obtaining this Permit. If Prowers County is required to incur any costs such as gravel, asphalt, barricades, signs, lighting, settling or other roadwork or repair, the Permittee will reimburse Prowers County for these costs at current rates.

PERMITTEE Signature:  DATE: 10/19/23
.....
Please attach a work sketch of proposed installation.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10-18-2023

Submitter: Michelle Hiigel, Land Use Department

Submitted to the County Administration Office on: 10-18-2023

Return Originals to: Jana Coen, County Admin, and Michelle Hiigel

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Underground and Utility Permit No. 963 for Apex Clean Energy to bore five (5) feet below current grade in thirteen (13) locations on County Road K.

Justification or Background:

This investigation will help to evaluate the existing conditions of the county road and inform design of any necessary improvements to the road to deliver project components.

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

PERMIT NUMBER 963



**UNDERGROUND AND UTILITY PERMIT
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO
301 SOUTH MAIN STREET, SUITE 215
LAMAR, COLORADO 81052
Phone: (719)336-8025
Fax: (719)336-2255**

PERMITTEE'S NAME: Apex Clean Energy **DATE:** October 18, 2023
ADDRESS: 120 Garrett St, Suite 700, Charlottesville, VA 22902

Your request for permission to install a Co Rd K road borings five (5) feet below current grade to evaluate existing conditions of county road. This investigation will help inform design of any necessary improvements to the roads to deliver project components. Apex plans to bore thirteen (13) locations. is granted, subject to the following terms and conditions:

IT IS UNDERSTOOD that the PERMITTEE will cause the installation to be fully completed at no expense whatsoever to PROWERS COUNTY and that the PERMITTEE will own and maintain the same after installation. PROWERS COUNTY makes no warranty of title, either expressed or implied.

The installation shall be installed beneath the surface of the right-of-way at a minimum depth of thirty six inches, and the disturbed portion of the roadway and right-of-way shall be restored to its original condition. No part of the installation will be above the surface unless specifically approved by PROWERS COUNTY herein. The back filling shall be made in six inch lifts and mechanically tamped and packed, and the last twelve inches of the back fill shall be of stable granular material such as crushed rock or gravel. If PROWERS COUNTY so requires, PERMITTEE shall mark this installation with markers acceptable to PROWERS COUNTY at the location or locations designated by PROWERS COUNTY.

Where the installation crosses the roadway, it shall be encased in pipe of larger diameter and the crossing shall be as nearly perpendicular to the roadway as physically possible. This installation shall be installed by the method of boring or jacking through beneath the road surface; however, open cut shall be allowed up to the edge of the surfaced portion of the highway. No water shall be used in the boring and no tunneling shall be permitted.

Where the installation crosses any ditches, canals or water carrying structures, the installation shall be pushed through and beneath in a pipe of larger diameter thereby eliminating the necessity of trenching. In no case shall the flow of water be impaired or interrupted. PROWERS COUNTY will review proposed irrigation lines and, upon request, may waive the sleeve requirement based on the review.

The work must be accomplished in accordance with accepted good practices and conform to the strictest recommendations of any applicable National Safety Code and to such Colorado statutes as are applicable. The terms and provisions of Resolution No. 2005-01 are incorporated herein by reference.

SPECIAL PROVISIONS:

UNDERGROUND AND UTILITY PERMIT
Page 2
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO

Permit Number 963

The PERMITTEE shall maintain the installation at all times and agrees to indemnify and hold PROWERS COUNTY, the agencies thereof and their officers, employees and agents harmless from any and all loss and damage which may arise out of or be connected with the installation, maintenance, repair and replacement of any facility connected therewith.

This work shall be completed within 240 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

PERMITTEE will be required to shut off lines and remove all materials on or near the highway right-of-way when requested to do so by PROWERS COUNTY because of necessary highway construction or maintenance operations. Permits involving encroachment on the National System of Interstate Defense Highways may require concurrence by the U.S. Bureau of Public Roads or other Federal Agencies. Permits involving encroachment on the Colorado Dept. of Transportation Highways may require concurrence by the Colorado Dept. of Transportation or other Colorado Agencies prior to the issuance of a permit by PROWERS COUNTY.

The public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of the PERMITTEE and in accordance with directions given by the Supervisor or the Supervisor's representatives.

In the event any changes are made to this highway in the future or other circumstances arise that would necessitate removal or relocation of this installation, PERMITTEE will do so promptly at PERMITTEE'S own expense upon written request from PROWERS COUNTY. PROWERS COUNTY, whether negligent or otherwise, shall not be responsible for any damage that may result from the maintenance or use of the highway and right-of-way to the installation placed inside the right-of-way limits of PROWERS COUNTY.

This permit shall bind the parties and their respective heirs, successors, personal representatives and assigns, including but not limited to the provisions excluding liability of PROWERS COUNTY. Any action necessary to construe, interpret, or enforce the provisions of this Agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, and in the event PROWERS COUNTY is the substantially prevailing party therein, PROWERS COUNTY shall be entitled, as a matter of contract law and agreement, to recover its costs and expense therein incurred, including reasonable attorney and expert witness fees and costs.

PROWERS COUNTY, COLORADO

PROWERS COUNTY, COLORADO

By _____
Road & Bridge Supervisor (Date)

By _____
Chairman, Board of Commissioners (Date)

In accepting this Permit the undersigned, representing the PERMITTEE, verifies that the undersigned has read and understands all of the foregoing provisions, that the undersigned has authority to sign for and bind the PERMITTEE, and that by virtue of the undersigned's signature the PERMITTEE is bound by all the conditions set forth herein. There is a penalty fee of \$500 if work is done before obtaining this Permit. If Prowers County is required to incur any costs such as gravel, asphalt, barricades, signs, lighting, settling or other roadwork or repair, the Permittee will reimburse Prowers County for these costs at current rates.

PERMITTEE Signature: _____

DATE: 10/19/23

.....
Please attach a work sketch of proposed installation.

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 10-18-2023

Submitter: Michelle Hiigel, Land Use Department

Submitted to the County Administration Office on: 10-18-2023

Return Originals to: Jana Coen, County Admin, and Michelle Hiigel

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Underground and Utility Permit No. 964 for Apex Clean Energy to bore five (5) feet below current grade in six (6) locations on County Road M.

Justification or Background:

This investigation will help to evaluate the existing conditions of the county road and inform design of any necessary improvements to the road to deliver project components.

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

PERMIT NUMBER 964



**UNDERGROUND AND UTILITY PERMIT
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO
301 SOUTH MAIN STREET, SUITE 215
LAMAR, COLORADO 81052
Phone: (719)336-8025
Fax: (719)336-2255**

PERMITTEE'S NAME: Apex Clean Energy **DATE:** October 18, 2023
ADDRESS: 120 Garrett St, Suite 700, Charlottesville, VA 22902

Your request for permission to install a Co Rd M road borings five (5) feet below current grade to evaluate existing conditions of county road. This investigation will help inform design of any necessary improvements to the roads to deliver project components. Apex plans to bore six (6) locations. is granted, subject to the following terms and conditions:

IT IS UNDERSTOOD that the PERMITTEE will cause the installation to be fully completed at no expense whatsoever to PROWERS COUNTY and that the PERMITTEE will own and maintain the same after installation. PROWERS COUNTY makes no warranty of title, either expressed or implied.

The installation shall be installed beneath the surface of the right-of-way at a minimum depth of thirty six inches, and the disturbed portion of the roadway and right-of-way shall be restored to its original condition. No part of the installation will be above the surface unless specifically approved by PROWERS COUNTY herein. The back filling shall be made in six inch lifts and mechanically tamped and packed, and the last twelve inches of the back fill shall be of stable granular material such as crushed rock or gravel. If PROWERS COUNTY so requires, PERMITTEE shall mark this installation with markers acceptable to PROWERS COUNTY at the location or locations designated by PROWERS COUNTY.

Where the installation crosses the roadway, it shall be encased in pipe of larger diameter and the crossing shall be as nearly perpendicular to the roadway as physically possible. This installation shall be installed by the method of boring or jacking through beneath the road surface; however, open cut shall be allowed up to the edge of the surfaced portion of the highway. No water shall be used in the boring and no tunneling shall be permitted.

Where the installation crosses any ditches, canals or water carrying structures, the installation shall be pushed through and beneath in a pipe of larger diameter thereby eliminating the necessity of trenching. In no case shall the flow of water be impaired or interrupted. PROWERS COUNTY will review proposed irrigation lines and, upon request, may waive the sleeve requirement based on the review.

The work must be accomplished in accordance with accepted good practices and conform to the strictest recommendations of any applicable National Safety Code and to such Colorado statutes as are applicable. The terms and provisions of Resolution No. 2005-01 are incorporated herein by reference.

SPECIAL PROVISIONS:

UNDERGROUND AND UTILITY PERMIT

Page 2

**BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO**

Permit Number 964

The PERMITTEE shall maintain the installation at all times and agrees to indemnify and hold PROWERS COUNTY, the agencies thereof and their officers, employees and agents harmless from any and all loss and damage which may arise out of or be connected with the installation, maintenance, repair and replacement of any facility connected therewith.

This work shall be completed within 240 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

PERMITTEE will be required to shut off lines and remove all materials on or near the highway right-of-way when requested to do so by PROWERS COUNTY because of necessary highway construction or maintenance operations. Permits involving encroachment on the National System of Interstate Defense Highways may require concurrence by the U.S. Bureau of Public Roads or other Federal Agencies. Permits involving encroachment on the Colorado Dept. of Transportation Highways may require concurrence by the Colorado Dept. of Transportation or other Colorado Agencies prior to the issuance of a permit by PROWERS COUNTY.

The public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of the PERMITTEE and in accordance with directions given by the Supervisor or the Supervisor's representatives.

In the event any changes are made to this highway in the future or other circumstances arise that would necessitate removal or relocation of this installation, PERMITTEE will do so promptly at PERMITTEE'S own expense upon written request from PROWERS COUNTY. PROWERS COUNTY, whether negligent or otherwise, shall not be responsible for any damage that may result from the maintenance or use of the highway and right-of-way to the installation placed inside the right-of-way limits of PROWERS COUNTY.

This permit shall bind the parties and their respective heirs, successors, personal representatives and assigns, including but not limited to the provisions excluding liability of PROWERS COUNTY. Any action necessary to construe, interpret, or enforce the provisions of this Agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, and in the event PROWERS COUNTY is the substantially prevailing party therein, PROWERS COUNTY shall be entitled, as a matter of contract law and agreement, to recover its costs and expense therein incurred, including reasonable attorney and expert witness fees and costs.

PROWERS COUNTY, COLORADO

PROWERS COUNTY, COLORADO

By _____
Road & Bridge Supervisor (Date)

By _____
Chairman, Board of Commissioners (Date)

In accepting this Permit the undersigned, representing the PERMITTEE, verifies that the undersigned has read and understands all of the foregoing provisions, that the undersigned has authority to sign for and bind the PERMITTEE, and that by virtue of the undersigned's signature the PERMITTEE is bound by all the conditions set forth herein. There is a penalty fee of \$500 if work is done before obtaining this Permit. If Prowers County is required to incur any costs such as gravel, asphalt, barricades, signs, lighting, settling or other roadwork or repair, the Permittee will reimburse Prowers County for these costs at current rates.

PERMITTEE Signature: _____

DATE: 10/19/23

.....
Please attach a work sketch of proposed installation.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10-18-2023

Submitter: Michelle Hiigel, Land Use Department

Submitted to the County Administration Office on: 10-18-2023

Return Originals to: Jana Coen, County Admin, and Michelle Hiigel

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Underground and Utility Permit No. 965 for Apex Clean Energy to bore five (5) feet below current grade in nine (9) locations on County Road N.

Justification or Background:

This investigation will help to evaluate the existing conditions of the county road and inform design of any necessary improvements to the road to deliver project components.

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

PERMIT NUMBER 965



**UNDERGROUND AND UTILITY PERMIT
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO
301 SOUTH MAIN STREET, SUITE 215
LAMAR, COLORADO 81052
Phone: (719)336-8025
Fax: (719)336-2255**

PERMITTEE'S NAME: Apex Clean Energy **DATE:** October 18, 2023
ADDRESS: 120 Garrett St, Suite 700, Charlottesville, VA 22902

Your request for permission to install a Co Rd N road borings five (5) feet below current grade to evaluate existing conditions of county road. This investigation will help inform design of any necessary improvements to the roads to deliver project components. Apex plans to bore nine (9) locations. is granted, subject to the following terms and conditions:

IT IS UNDERSTOOD that the PERMITTEE will cause the installation to be fully completed at no expense whatsoever to PROWERS COUNTY and that the PERMITTEE will own and maintain the same after installation. PROWERS COUNTY makes no warranty of title, either expressed or implied.

The installation shall be installed beneath the surface of the right-of-way at a minimum depth of thirty six inches, and the disturbed portion of the roadway and right-of-way shall be restored to its original condition. No part of the installation will be above the surface unless specifically approved by PROWERS COUNTY herein. The back filling shall be made in six inch lifts and mechanically tamped and packed, and the last twelve inches of the back fill shall be of stable granular material such as crushed rock or gravel. If PROWERS COUNTY so requires, PERMITTEE shall mark this installation with markers acceptable to PROWERS COUNTY at the location or locations designated by PROWERS COUNTY.

Where the installation crosses the roadway, it shall be encased in pipe of larger diameter and the crossing shall be as nearly perpendicular to the roadway as physically possible. This installation shall be installed by the method of boring or jacking through beneath the road surface; however, open cut shall be allowed up to the edge of the surfaced portion of the highway. No water shall be used in the boring and no tunneling shall be permitted.

Where the installation crosses any ditches, canals or water carrying structures, the installation shall be pushed through and beneath in a pipe of larger diameter thereby eliminating the necessity of trenching. In no case shall the flow of water be impaired or interrupted. PROWERS COUNTY will review proposed irrigation lines and, upon request, may waive the sleeve requirement based on the review.

The work must be accomplished in accordance with accepted good practices and conform to the strictest recommendations of any applicable National Safety Code and to such Colorado statutes as are applicable. The terms and provisions of Resolution No. 2005-01 are incorporated herein by reference.

SPECIAL PROVISIONS:

UNDERGROUND AND UTILITY PERMIT

Page 2

**BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO**

Permit Number 965

The PERMITTEE shall maintain the installation at all times and agrees to indemnify and hold PROWERS COUNTY, the agencies thereof and their officers, employees and agents harmless from any and all loss and damage which may arise out of or be connected with the installation, maintenance, repair and replacement of any facility connected therewith.

This work shall be completed within 240 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

PERMITTEE will be required to shut off lines and remove all materials on or near the highway right-of-way when requested to do so by PROWERS COUNTY because of necessary highway construction or maintenance operations. Permits involving encroachment on the National System of Interstate Defense Highways may require concurrence by the U.S. Bureau of Public Roads or other Federal Agencies. Permits involving encroachment on the Colorado Dept. of Transportation Highways may require concurrence by the Colorado Dept. of Transportation or other Colorado Agencies prior to the issuance of a permit by PROWERS COUNTY.

The public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of the PERMITTEE and in accordance with directions given by the Supervisor or the Supervisor's representatives.

In the event any changes are made to this highway in the future or other circumstances arise that would necessitate removal or relocation of this installation, PERMITTEE will do so promptly at PERMITTEE'S own expense upon written request from PROWERS COUNTY. PROWERS COUNTY, whether negligent or otherwise, shall not be responsible for any damage that may result from the maintenance or use of the highway and right-of-way to the installation placed inside the right-of-way limits of PROWERS COUNTY.

This permit shall bind the parties and their respective heirs, successors, personal representatives and assigns, including but not limited to the provisions excluding liability of PROWERS COUNTY. Any action necessary to construe, interpret, or enforce the provisions of this Agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, and in the event PROWERS COUNTY is the substantially prevailing party therein, PROWERS COUNTY shall be entitled, as a matter of contract law and agreement, to recover its costs and expense therein incurred, including reasonable attorney and expert witness fees and costs.

PROWERS COUNTY, COLORADO

PROWERS COUNTY, COLORADO

By _____
Road & Bridge Supervisor (Date)

By _____
Chairman, Board of Commissioners (Date)

In accepting this Permit the undersigned, representing the PERMITTEE, verifies that the undersigned has read and understands all of the foregoing provisions, that the undersigned has authority to sign for and bind the PERMITTEE, and that by virtue of the undersigned's signature the PERMITTEE is bound by all the conditions set forth herein. There is a penalty fee of \$500 if work is done before obtaining this Permit. If Prowers County is required to incur any costs such as gravel, asphalt, barricades, signs, lighting, settling or other roadwork or repair, the Permittee will reimburse Prowers County for these costs at current rates.

PERMITTEE Signature: _____

DATE: 10/19/23

.....
Please attach a work sketch of proposed installation.

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 10-24-2023

Submitter: Gary Harbert, VA Officer

Submitted to the County Administration Office on: verbal poll 10-10-2023

Return Originals to: Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 10-10-2023 verbal poll approval to appoint Gary Harbert as the County Veteran Service Officer for Prowers County, CO.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):



County Veterans Service Officer Appointment Verification

County: PROWERS
Appointee: GARY HARBERT
Appointment Date: August 29, 2016

We hereby certify that our County Veterans Service Officer (CVSO) is appointed in compliance with C.R.S. § 28-5-802, namely:

- ❖ The CVSO is:
 - A resident of the state of Colorado, AND
 - An Honorably Discharged veteran of the Armed Forces of the United States or an LGBT veteran per the statute cited above, or officer released from active duty with the armed forces and placed on inactive duty therein
- ❖ The Board of County Commissioners has:
 - Sought the advice and counsel of the chief officer of each post of the regularly established and existing veterans organizations of the county as to the qualifications and experience of the applicant, AND
 - Been satisfied that the CVSO is well-qualified based on their education and experience

In addition, we verify that this appointment has been made in consultation with the recommendations of the Colorado Division of Veterans Affairs, namely:

- ❖ Bachelor's degree
- ❖ A minimum of two years serving veterans

We acknowledge that by law each appointment is valid for a period of two years. At the expiration of term or in the event of a vacancy, the Board of Commissioners may either reappoint the incumbents or consider new applicants.

Acknowledged and signed,



County Commissioner or Designee

10-10-2023

Date

Please return this form no later than the 10th day of the month following such appointment
to: Colorado Division of Veterans Affairs
cdvainfo@dmva.state.co.us

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10-24-2023

Submitter: Administration Office & DHS

Submitted to the County Administration Office on: email poll 10-12-23

Return Originals to: Administration and Jana Coen

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 10-12-2023 email poll approval for Payment of Bills, presented in the amount of \$181,096.84 for County General Fund with a Certification date of October 17, 2023.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

PROWERS COUNTY APPROVE TO PAY

APPROVE PAYMENTS AS HEREIN SET FORTH. CHECK NUMBERS AS LISTED BELOW ARE ALL INCLUSIVE, ARE SET OPPOSITE THEIR NAMES, AND TOTALING THE SUM OF: \$181,096.84 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **October 17, 2023**

DATED AS OF: October 17, 2023

#

	A/P	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ 136,512.82	-	-
ARPA FUND	\$ -	-	-
FSA ACCOUNT	\$ -	-	-
BOOKING FEES ACCOUNT	\$ -	-	-
PUBLIC HEALTH AGENCY	\$ 966.06	-	-
ROAD & BRIDGE FUND	\$ 41,938.94	-	-
SALES & USE TAX FUND	\$ -	-	-
CONSERVATION TRUST FUND	\$ 1,003.67	-	-
CAPITAL FUND	\$ -	-	-
OTHER AGENCIES FUND	\$ -	-	-
LODGING TAX FUND	\$ -	-	-
CRMC FUND	\$ -	-	-
OPC FUND	\$ 675.35	-	-
Totals	\$ 181,096.84	\$ -	\$ -

Totals

DATE: October 17, 2023

DATE: October 17, 2023

DATE: October 17, 2023

DATE: October 17, 2023

BOCC CHAIRMAN

COMMISSIONER

COMMISSIONER

CLERK TO THE BOARD

Total Paid Approve To Pay	\$	181,096.84
AP + Fringes	\$	181,096.84
Total Pd Certification - Payroll	\$	181,096.84
Total Payroll + Fringes	\$	-

Ending Check No.	70341
Beginning Check No.	70298

Total Number of Checks:

$$\frac{1}{44}$$

STATE OF COLORADO }
 } SS:
COUNTY OF PROWERS }

Prowers County Treasurer's Office

PROWERS COUNTY TREASURER CERTIFICATION

COUNTY GENERAL FUND - 01

0010

October 17, 2023

70298-70341

\$ 136,512.82

Payroll \$ -

Fringes \$ -

Total \$ 136,512.82

ARPA - 02

0018

2023 \$ -

Payroll \$ -

Fringes \$ -

Total \$ -

ROAD & BRIDGE FUND - 02

0020

2023 \$ 41,938.94

Payroll \$ -

Fringes \$ -

Total \$ 41,938.94

FSA (Cafeteria) 552

0552

2023 \$ -

Total \$ -

Sheriff's Booking Fees

0675

\$ -

Payroll \$ -

Total \$ -

SALES & USE TAX FUND - 03

0900

2023 \$ -

Total \$ -

CONSERVATION TRUST FUND - 06

0130

2023 \$ 1,003.67

Total \$ 1,003.67

CAPITAL FUND - 07

0100

2023 \$ -

Total \$ -

OTHER AGENCIES FUND- 03

2023

\$ -

Total \$ -

LODGING TAX - 09

0014

2023 \$ -

\$ -

Payroll \$ -

Fringes \$ -

Total \$ -

PUBLIC HEALTH AGENCY - 11

0676

2023 \$ 966.06

\$ -

\$ -

Payroll \$ -

Fringes \$ -

Total \$ 966.06

CRMC

0016

2023 \$ -

\$ -

Payroll \$ -

Fringes \$ -

Total \$ -

PC

0017

2023 \$ 675.35

\$ -

Payroll \$ -

Fringes \$ -

Total \$ 675.35



Paula Gonzales, Finance Director

GRAND TOTAL \$ 181,096.84

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Bank No:	2	Bank Account No:	10225	Check Amount
70298	10/17/2023	28	A-1 Rental & Sales					\$7.01
Invoice: 58187			Tools & Equipment- Maintenance					\$7.01
Ledger: 00111437900			Tools & Equipment					\$7.01
70299	10/17/2023	57	Ace Tire Service LLC					\$3,079.15
Invoice: 1-135192			R&B-Operating Supplies					\$371.25
Ledger: 00243437600			Tires					\$2,502.95
Invoice: 1-135238			R&B-Tires					\$164.95
Ledger: 00243437600			Tires					\$40.00
Invoice: 1-135426			R&B-Tires					\$371.25
Ledger: 00243437600			Tires					\$2,502.95
Invoice: 1-135615			R&B-Tires					\$164.95
Ledger: 00243437600			Tires					\$40.00
70300	10/17/2023	36	Amazon Capital Services					\$141.12
Invoice: 1XLL-MT1F-1K97			Office Supplies 9-2023- Wendy Andrade					\$141.12
Ledger: 00101430100			Office Supplies					\$141.12
70301	10/17/2023	55	Atmos Energy					\$84.46
Invoice: 3014593842-09			Bristol Fire House Utilities					\$30.17
Ledger: 00132421620			Bristol Fire House Utilitie					\$30.17
Invoice: 3060738537-1023			Utilities- Fairgrounds-BBQ GRL					\$54.29
Ledger: 00111421600			Utilities					\$54.29
70302	10/17/2023	110	Business Solutions Leasing					\$1,118.22
Invoice: 3454988			Maintenance Contracts-Assessor/Treasurer					\$285.00
Ledger: 00109421500			Maintenance Contracts					\$142.50
Ledger: 00110421500			Maintenance Contracts					\$142.50
Invoice: 34747645			Maintenance Contracts-Assessor/Treasurer					\$313.50
Ledger: 00109421500			Maintenance Contracts					\$156.75
Ledger: 00110421500			Maintenance Contracts					\$156.75

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Invoice: 34966302				
Ledger:	00109421500		Maintenance Contracts-Assessor/Treasurer	\$313.50
Ledger:	00110421500		Maintenance Contracts	\$156.75
			Maintenance Contracts	\$156.75
			Assessor	
Invoice: 35020805				
Ledger:	00105440400		Equip Rentals/Leases- Clerk & Admin	\$206.22
Ledger:	00107440400		Equip Rentals/Leases	\$103.11
			Admin	\$103.11
			Clerk	
70303 10/17/2023 108 Charter Communications				
Invoice: 0091781100123				
Ledger:	00122420100		Telephone/Internet- Big Timbers Museum	\$97.96
			Telephone/Internet- Big Timbers Museum	\$97.96
70304 10/17/2023 582 City of Lamar				
Invoice: 15267-0923				
Ledger:	00111421600		Utilities- Fairground Pavillion	\$412.86
			Utilities	\$412.86
Invoice: 15340-0923				
Ledger:	00111421600		Utilities-RV Hookups - Water	\$104.82
			Utilities	\$104.82
Invoice: 15359-0923				
Ledger:	00111421600		Utilities-Pavillion	\$398.51
			Utilities	\$398.51
Invoice: 15360-0923				
Ledger:	00111421600		Utilities- Fairgrounds RV Hookups	\$400.38
			Utilities	\$400.38
Invoice: 1559-0923				
Ledger:	00243421600		Utilities-Road Dept.	\$746.75
			Utilities	\$746.75
Invoice: 15769-0923				
Ledger:	00116421600		Prowers County OEM-Utilities-Bristol Siren	\$45.66
			Utilities	\$45.66
Invoice: 16054-0923				
Ledger:	00122421600		Utilities- Big Timbers Museum	\$73.65
			Utilities	\$73.65
Invoice: 1615416016-1023				
Ledger:	00132421600		Utilities-Fire Station	\$400.12
			Utilities	\$400.12
Invoice: 16928-0923				
Ledger:	00111421600		Utilities-E. Parking Lot	\$33.19
			Utilities	\$33.19
Invoice: 17475-0923				
Ledger:	00116421600		Prowers County OEM-Utilities	\$40.91
			Utilities	\$40.91
				\$24,391.64

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Invoice: 1812-0923			Bristol Fire House Utilities	
Ledger: 00132421620			Bristol Fire House Utilitie	\$53.68
Invoice: 19141-0923			Utilities-Fairgrounds E. Arena Lights	\$251.40
Ledger: 00111421600			Utilities	\$251.40
Invoice: 19142-0923			Utilities-Fairgrounds Centennial BLDG	\$755.35
Ledger: 00111421600			Utilities	\$755.35
Invoice: 20460-0923			Prowers County OEM-Utilities	\$39.83
Ledger: 00116421600			Utilities	\$39.83
Invoice: 20461-0923			Prowers County OEM-Utilities	\$39.83
Ledger: 00116421600			Utilities	\$39.83
Invoice: 20462-0923			Prowers County OEM-Utilities	\$39.83
Ledger: 00116421600			Utilities	\$39.83
Invoice: 20463-0923			Prowers County OEM-Utilities	\$39.83
Ledger: 00116421600			Utilities	\$39.83
Invoice: 20524-0923			Prowers County OEM-Utilities	\$39.83
Ledger: 00116421600			Utilities	\$39.83
Invoice: 20525-0923			Prowers County OEM-Utilities	\$39.83
Ledger: 00116421600			Utilities	\$39.83
Invoice: 20565-0923			Utilities-Fairgrounds NE Side Arena	\$35.61
Ledger: 00111421600			Utilities	\$35.61
Invoice: 20710-0923			Prowers County OEM-Utilities	\$45.39
Ledger: 00116421600			Utilities	\$45.39
Invoice: 21293-0923			Prowers County OEM-Utilities	\$43.09
Ledger: 00116421600			Utilities	\$43.09
Invoice: 22334-0923			Prowers County OEM-Utilities	\$41.59
Ledger: 00116421600			Utilities	\$41.59
Invoice: 22752-0923			URHN Expenses-Utilities	\$380.30
Ledger: 01117465040			URHN Expenses	\$380.30
Invoice: 230-0923			Big Timbers Museum-Utilities	\$348.66
Ledger: 00122421600			Utilities	\$348.66
Invoice: 2400-0923			Utilities- Fairgrounds Yardlights	\$148.19

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger: 00111421600			Utilities	
Invoice: 24363-0923			Utilities-2023 County Volunteer Pension	\$148.19
Ledger: 00132421600			Utilities	\$3,296.00
Invoice: 29333-0923			Utilities-Court House	\$3,296.00
Ledger: 00111421600			Utilities	\$4,704.47
Invoice: 2945-0923			Utilities- Legal	\$4,704.47
Ledger: 00111421600			Utilities	\$500.98
Invoice: 3763-0923			Utilities-Maxwell Prowers County	\$500.98
Ledger: 00111421600			Utilities	\$5,881.05
Invoice: 3764-0923			Utilities- Maxwell	\$5,881.05
Ledger: 00111421600			Utilities	\$655.42
Invoice: 3860-0923			Utilities-Fairgrounds Pavillion	\$655.42
Ledger: 00111421600			Utilities	\$212.02
Invoice: 5061-0923			Prowers County OEM-Utilities- Civil Defense	\$212.02
Ledger: 00116421600			Utilities	\$1,127.12
Invoice: 5070-0923			Utilities- Fairgrounds	\$1,127.12
Ledger: 00111421600			Utilities	\$857.38
Invoice: 5071-0923			Utilities-Fairground Trailer Service Pole	\$857.38
Ledger: 00111421600			Utilities	\$79.70
Invoice: 5072-0923			Utilities- Home EC BLDG	\$79.70
Ledger: 00111421600			Utilities	\$561.91
Invoice: 5073-0923			Utilities- Fairgrounds Arena	\$561.91
Ledger: 00111421600			Utilities	\$1,098.82
Invoice: 5279-0923			Utilities-Vaqueros BLDG	\$1,098.82
Ledger: 00111421600			Utilities	\$221.82
Invoice: 7164-0923			Utilities- Court House Sprinkler	\$221.82
Ledger: 00111421600			Utilities	\$114.40
Invoice: 8116-0923			Utilities- Fairgrounds 9th/Savage	\$114.40
Ledger: 00111421600			Utilities	\$81.46
			Utilities- Fairgrounds 9th/Savage	\$81.46

70305 10/17/2023 583 City of Lamar \$77,670.50

Invoice: 24348 4th QTR-Lamar Ambulance Assistance \$30,000.00

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger: 00102426600			Lamar Ambulance Assist	\$30,000.00
Invoice: 24349			E911 Operating Expense- 4th QTR	\$47,670.50
Ledger: 00102424500			E911 Operating Expense	\$47,670.50
			E911 Operating Expense- 4th QTR	
70306	10/17/2023	263	Cliff's Gas & Diesel LLC	\$2,554.00
Invoice: 0652423			R&B- Tires	\$254.00
Ledger: 00243437600			Tires	\$254.00
Invoice: 0652572			R&B-Tires	\$2,300.00
Ledger: 00243437600			Tires	\$2,300.00
			R&B-Tires	
70307	10/17/2023	116	Colorado Assessors Association	\$40.00
Invoice: 10112023			Mileage/Meeting Expense-Assessor	\$40.00
Ledger: 00110421100			Mileage/Meeting Expens	\$40.00
			Mileage/Meeting Expense-Assessor	
70308	10/17/2023	292	Coloradoland Tire & Service	\$118.85
Invoice: 22612			Vehicle Maintenance/Fuel- PH/NFP Vehicle Maint	\$57.98
Ledger: 01117430900			Vehicle Maintenance/Fue	\$57.98
Invoice: 22621			Vehicle Maintenance/Fuel- PH/NFP Vehicle Maint	\$60.87
Ledger: 01117430900			Vehicle Maintenance/Fue	\$60.87
			Vehicle Maintenance/Fuel- PH/NFP Vehicle Maint	
70309	10/17/2023	293	De Loach's Water Condition	\$25.00
Invoice: 532-00485607-8 0923			OLTC-Water	\$25.00
Ledger: 01133430100			Office Supplies	\$25.00
			OLTC-Water	
70310	10/17/2023	312	Division of Oil & Public Safety	\$60.00
Invoice: i-0032312			Courthouse Maintenance- Conveyance- Certificate	\$30.00
Ledger: 00111429100			Courthouse Maintenance	\$30.00
Invoice: i-0032313			Annex Building Maintenance- Conveyance- Certificate	\$30.00
Ledger: 00111429200			Annex Building Maintena	\$30.00
			Annex Building Maintenance- Conveyance- Certificate	
70311	10/17/2023	313	Double K Car Wash	\$33.68
Invoice: 2018-092023			R&B-Operating Supplies	\$33.68
Ledger: 00243430200			Operating Supplies	\$33.68
			R&B-Operating Supplies	

Operator: mjaramillo 10/11/2023 4:27:23 PM

Report ID: APLT43a

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
70312	10/17/2023	341	Electra Pro LLC	\$1,177.22
Invoice: 10110			R&B-Building Maint / Repeater	\$1,177.22
Ledger: 00243425300			Building Maint / Repeater	\$1,177.22 R&B-Building Maint / Repeater
70313	10/17/2023	405	Granada Fire Department	\$2,000.00
Invoice: 2023			2023 Granada Fire Department Mutual Aid Assistance	\$2,000.00
Ledger: 00132422000			Granada Fire District	\$2,000.00 2023 Granada Fire Department Mutual Aid Assistance
70314	10/17/2023	439	Great America Financial Services	\$357.35
Invoice: 34945420			OPC-Office Equipment	\$357.35
Ledger: 01447430230			Office Equipment	\$357.35 OPC-Office Equipment
70315	10/17/2023	455	High Country Fire Equipment	\$1,985.64
Invoice: 22149			Equipment Repair/Maint- Rural FPD	\$1,985.64
Ledger: 00132425400			Equipment Repair/Maint	\$1,985.64 Equipment Repair/Maint- Rural FPD
70316	10/17/2023	468	Holly Fire & Ambulance	\$2,000.00
Invoice: 2023			2023 Holly Fire & Ambulance District Mututal Aid Assistance	\$2,000.00
Ledger: 00132421800			Holly Fire District	\$2,000.00 2023 Holly Fire & Ambulance District Mututal Aid Assistance
70317	10/17/2023	503	IAAO	\$240.00
Invoice: 23-00016797			Dues, Subs, Registrations-Assessor	\$240.00
Ledger: 00110422400			Dues, Subs, Registration	\$240.00 Dues, Subs, Registrations-Assessor
70318	10/17/2023	520	Integrated Voting Systems	\$4,131.87
Invoice: 13151			Other Entities Election Expens/Postage/Freight	\$4,131.87
Ledger: 00108420200			Postage/Freight	\$206.87 Postage/Freight
Ledger: 00108430240			Other Entities Election Ex	\$3,925.00 Other Entities Election Expens
70319	10/17/2023	537	J & F Auto Parts Inc	\$28.99
Invoice: 502443			Equipment Repair/Maint- R&B	\$28.99

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger: 00243425400 Equipment Repair/Maint \$28.99 Equipment Repair/Maint- R&B				
70320	10/17/2023	505	Jo Lynn Idler	\$807.01
Invoice: 102023-FSA 2023 FSA Payout-July/August/October \$807.01				
Ledger: 00102415520 FSA Payouts \$807.01 Admin-Equip Rentals/Leases				
70321	10/17/2023	595	Lamar Auto Parts	\$3,400.51
Invoice: 706490 Tools & Equipment-Maint. Fairgrounds \$18.35				
Ledger: 00111437900 Tools & Equipment \$18.35 Tools & Equipment-Maint. Fairgrounds				
Invoice: 706515 R&B-Equipment Repair/Maint \$89.99				
Ledger: 00243425400 Equipment Repair/Maint \$89.99 R&B-Equipment Repair/Maint				
Invoice: 706829 R&B-Equipment Repair/Maint \$268.17				
Ledger: 00243425400 Equipment Repair/Maint \$268.17 R&B-Equipment Repair/Maint				
Invoice: 707479 R&B-Equipment Repair/Maint \$199.15				
Ledger: 00243425400 Equipment Repair/Maint \$199.15 R&B-Equipment Repair/Maint				
Invoice: 707482 R&B-Equipment Repair/Maint \$85.22				
Ledger: 00243425400 Equipment Repair/Maint \$85.22 R&B-Equipment Repair/Maint				
Invoice: 707622 R&B-Shop Supplies \$17.49				
Ledger: 00243437920 Shop Supplies \$17.49 R&B-Shop Supplies				
Invoice: 707689 R&B-Shop Supplies \$26.99				
Ledger: 00243437920 Shop Supplies \$26.99 R&B-Shop Supplies				
Invoice: 707721 R&B-Shop Supplies \$27.48				
Ledger: 00243437920 Shop Supplies \$27.48 R&B-Shop Supplies				
Invoice: 707765 R&B-Shop Supplies \$90.14				
Ledger: 00243437920 Shop Supplies \$90.14 R&B-Shop Supplies				
Invoice: 707778 R&B-Equipment Repair/Maint \$86.20				
Ledger: 00243425400 Equipment Repair/Maint \$86.20 R&B-Equipment Repair/Maint				
Invoice: 708149 Fairgrounds Maintenance \$3.99				
Ledger: 00111429300 Fairgrounds Maintenance \$3.99 Fairgrounds Maintenance				
Invoice: 708170 Fairgrounds Maintenance \$46.79				
Ledger: 00111429300 Fairgrounds Maintenance \$46.79 Fairgrounds Maintenance				
Invoice: 708381 R&B- Equipment Repair/Maint \$46.51				

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger: 00243425400			Equipment Repair/Maint	
Invoice: 708431			R&B- Equipment Repair/Maint	\$46.51
Ledger: 00243425400			Equipment Repair/Maint	\$46.51
Invoice: 708479			R&B- Equipment Repair/Maint	\$692.49
Ledger: 00243425400			Equipment Repair/Maint	\$104.17
Invoice: 708524			R&B- Equipment Repair/Maint	\$18.66
Ledger: 00243425400			Equipment Repair/Maint	\$73.94
Invoice: 708541			R&B- Equipment Repair/Maint	\$796.73
Ledger: 00243425400			Equipment Repair/Maint	\$116.13
Invoice: 708902			Vehicle Maintenance/Fuel-Fairgrounds	\$122.58
Ledger: 00111430900			Vehicle Maintenance/Fue	\$122.99
Invoice: 708981			R&B-Shop Supplies	\$168.50
Ledger: 00243437920			Shop Supplies	\$56.87
Invoice: 709457			R&B- Equipment Repair/Maint	\$21.93
Ledger: 00243425400			Equipment Repair/Maint	\$52.54
Invoice: 709578			R&B- Equipment Repair/Maint	
Ledger: 00243425400			Equipment Repair/Maint	
Invoice: 709580			R&B- Equipment Repair/Maint	
Ledger: 00243425400			Equipment Repair/Maint	
Invoice: 709919			R&B- Shop Supplies	
Ledger: 00243437920			Shop Supplies	
Invoice: 709953			R&B-Equipment Repair/Maint	
Ledger: 00243425400			Equipment Repair/Maint	
Invoice: 709970			R&B-Equipment Repair/Maint	
Ledger: 00243425400			Equipment Repair/Maint	
Invoice: 709971			R&B-Equipment Repair/Maint	
Ledger: 00243425400			Equipment Repair/Maint	
70322	10/17/2023	741	Parker Mechanical	\$112.99
Invoice: 58871			Courthouse Maintenance	\$112.99
Ledger: 00111429100			Courthouse Maintenance	

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
70323	10/17/2023	812	Pitstop Oil, LLC	\$31,183.58
Invoice: 092023-R&B			R&B-Motor Vehicle Fuel	
Ledger: 00243437800			Motor Vehicle Fuel	\$29,605.99
Invoice: 0923-Maintenance			Maintenance-Vehicle Maintenance/Fuel	\$953.06
Ledger: 00111430900			Vehicle Maintenance/Fue	\$953.06
Invoice: 0923-Rural Fire			Rural Fire-Motor Vehicle Fuel	\$612.08
Ledger: 00132430900			Motor Vehicle Fuel	\$612.08
Invoice: 1016195			Mileage/Meeting Expense- Admin	\$12.45
Ledger: 00105421100			Mileage/Meeting Expens	\$12.45
70324	10/17/2023	776	Plains Disposal, LLC	\$318.00
Invoice: 15848-1023			Miscellaneous-OPC	\$318.00
Ledger: 01447421700			Miscellaneous	\$318.00
70325	10/17/2023	753	Prowers County Public Health	\$293.41
Invoice: DSS-2007			PH-Cable/Mobile Shredder	\$293.41
Ledger: 01117430100			Office Supplies	\$293.41
70326	10/17/2023	885	Ranchers Supply of Lamar, LLC	\$194.24
Invoice: 148321			R&B-Shop Supplies	\$129.08
Ledger: 00243437920			Shop Supplies	\$129.08
Invoice: 148538			Fairgrounds Maintenance	\$25.38
Ledger: 00111429300			Fairgrounds Maintenance	\$25.38
Invoice: 148717			R&B-Shop Supplies	\$28.98
Ledger: 00243437920			Shop Supplies	\$28.98
Invoice: 148860			Tools & Equipment	\$10.80
Ledger: 00111437900			Tools & Equipment	\$10.80
70327	10/17/2023	837	Rebeltec	\$99.95
Invoice: 248327			Telephone/Internet- Bristol Fire Dept.	\$25.00
Ledger: 00132420100			Telephone/Internet	\$25.00
Invoice: 249329			Telephone/Internet- EOC	\$49.95
Ledger: 00116420100			Telephone	\$49.95

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Invoice: 249330				
Ledger: 00132420100 Telephone/Internet- Rural Fire Dept.				
Telephone/Internet \$25.00 Telephone/Internet- Rural Fire Dept. \$25.00				
70328	10/17/2023	850	Reyman's Grocery	\$48.50
Invoice: 0000000000040				
Ledger: 01117465040 URHN-Food \$48.50 URHN-Food \$48.50				
70329	10/17/2023	834	Ron Austin Repair Shop	\$493.42
Invoice: 168580				
Ledger: 00132425400 Rural Fire Dept-Equipment Repair/Maint \$493.42 Rural Fire Dept-Equipment Repair/Maint \$493.42				
70330	10/17/2023	917	SE Colo Power Association	\$1,003.67
Invoice: 1603040000-1023				
Ledger: 00606421600 TV Utilities- Board of Commissioners \$34.72 TV Utilities- Board of Commissioners \$34.72				
Invoice: 1604870000-1023				
Ledger: 00606421600 TV Utilities- Board of Commissioners \$968.95 TV Utilities- Board of Commissioners \$968.95				
70331	10/17/2023	993	Sno-White Linen & Uniform	\$1,037.15
Invoice: 0136882-00				
Ledger: 00243437200 R&B-Employee Uniform Expense \$264.16 R&B-Employee Uniform Expense \$264.16				
Invoice: 0138221-00				
Ledger: 00243437200 R&B-Employee Uniform Expen \$257.66 R&B-Employee Uniform Expense \$257.66				
Invoice: 0139548-00				
Ledger: 00243437200 R&B-Employee Uniform Expense \$257.66 R&B-Employee Uniform Expense \$257.66				
Invoice: 0140894-00				
Ledger: 00243437200 R&B-Employee Uniform Expense \$257.67 R&B-Employee Uniform Expense \$257.67				
70332	10/17/2023	918	Southeastern Developmental Services	\$100.00
Invoice: 106627				
Ledger: 00116425300 Yard Work- Aug.10,2023-Building Maintenance \$100.00 Building Maintenance \$100.00				
70333	10/17/2023	909	Sure Crop Care Inc	\$800.00
Invoice: 00374-M23-INV				
Operating Supplies \$800.00				

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Ledger: 00111430200 Operating Supplies \$800.00 Operating Supplies				
70334	10/17/2023	997	Tall Boy Garage	\$150.00
Invoice: 1671			Equipment Repair/Maint- Rural Fire	\$150.00
Ledger: 00132425400			Equipment Repair/Maint	\$150.00
			Equipment Repair/Maint- Rural Fire	
70335	10/17/2023	1000	Tri-County Ford	\$242.40
Invoice: FOW101541			R&B-Equipment Repair/Maint	\$242.40
Ledger: 00243425400			Equipment Repair/Maint	\$242.40
			R&B-Equipment Repair/Maint	
70336	10/17/2023	1061	US Imaging	\$16,551.20
Invoice: 22284			ERTB-Index Expense-Grant#3 Indexing-	\$16,551.20
Ledger: 00107440600			ERTB-Index Expense	\$16,551.20
			ERTB-Index Expense-Grant#3 Indexing-	
70337	10/17/2023	1071	Verizon Wireless	\$523.63
Invoice: 9945369460			Tablet/Wi Fi/Data- Commisioners	\$80.08
Ledger: 00101420130			Tablet/Wi Fi/Data	\$80.08
Invoice: 9945965534			Transit-Telephone	\$443.55
Ledger: 00125420100			Telephone	\$443.55
			Transit-Telephone	
70338	10/17/2023	1094	Wagner Equipment Co	\$18.11
Invoice: S00W1784791			R&B-Shop Supplies	\$18.11
Ledger: 00243437920			Shop Supplies	\$18.11
			R&B-Shop Supplies	
70339	10/17/2023	1095	Wallace Gas & Oil Inc	\$100.00
Invoice: A32934			Illuminate - RPG - COPE- Participant Transportation	\$100.00
Ledger: 01117470260			Illuminate - RPG - COPE	\$100.00
			Illuminate - RPG - COPE- Participant Transportation	
70340	10/17/2023	71	Wendy Buxton-Andrade	\$276.41
Invoice: Oct.2023			CCI Legislation Meeting- Mileage Reimbursement Oct.2023	\$276.41
Ledger: 00101421450			Mileage/Mtg Exp - Dist 3	\$276.41
			CCI Legislation Meeting- Mileage Reimbursement Oct.2023	
70341	10/17/2023	1122	Wiley Fire Dist	\$2,000.00

AP Detail Check Register (APLT43a)

Prowers County

Check No	Check Date	Vendor No	Vendor	Check Amount
Invoice: 2023				
Ledger: 00132422100				
		2023 Wiley Rural Fire District Mututal Aid Assistance		\$2,000.00
		Wiley Fire District	\$2,000.00	2023 Wiley Rural Fire District Mututal Aid Assistance

Total Of Checks: \$181,096.84 Approved on (Date)

Approved by:

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: October 24, 2023

Submitter: Meagan Hillman

Submitted to the County Administration Office on: 10/12/2023

Return Originals to: Meagan Hillman, PCPHE

Number of originals to return to Submitter:1

Contract Due Date: 10/25/2023

Item Title/Recommended Board Action:

Consider approval of Master ask Order Contract # 23 FAA 00042 / Task Order Number 2024*0719 for OPHP infrastructure funding in the amount of \$331,314.00, expiration date 11-30-2027 and authorizing Public Health Director, Meagan Hillman to execute the document electronically.

Justification or Background: Funding passed through from CDC to be used by 11/30/2027

Fiscal Impact: This item is budgeted in the following account code: _____

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on: 10/12/2023

Additional Approvals (if required):

TASK ORDER

State Agency State of Colorado for the use & benefit of the Department of Public Health and Environment 4300 Cherry Creek Drive South Denver CO 80246	Contractor Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) 301 South Main Street, #215 Lamar CO 81052 for the use and benefit of the Prowers County Public Health 1001 South Main Street Lamar CO 81052-3838
Master Task Order Contract Number 23 FAA 00042 Task Order Number 2024*0719	Task Order Performance Beginning Date The later of the Task Order Effective Date or July 1, 2023
Task Order Maximum Amount Initial Term <div style="display: flex; justify-content: space-between; margin-top: 10px;"> State Fiscal Year 2024 \$331,314.00 </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Total for All State Fiscal Years \$331,314.00 </div>	Task Order Expiration Date November 30, 2027 Except as stated in §2.D., the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date.
Pricing/Funding Price Structure: Fixed Price Contractor Shall Invoice: Once Funding Source: Federal \$331,314.00	Miscellaneous: Authority to enter into this Contract exists in: C.R.S. 25-1.5-101 – C.R.S. 25-1.5-113 Law Specified Vendor Statute (if any): Not Applicable Procurement Method: Exempt Solicitation Number (if any): Not Applicable
State Representative Michele Shimomura Director Administration Division, Office of Public Health Practice, Planning, and Local Partnerships Colorado Department of Public Health and Environment 4300 Cherry Creek Drive South Denver, CO 80246 Michele.Shimomura@state.co.us	Contractor Representative Meagan Hillman Public Health Director Prowers County Public Health 1001 South Main Street Lamar CO 81052-3838 mhillman@prowerscounty.net
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: <ul style="list-style-type: none"> Exhibit A Additional Provisions Exhibit B Statement of Work Exhibit C Budget Exhibit D Federal Provisions 	
Contract Purpose To advance Colorado's public health workforce capacity through public health transformation by strengthening partnerships and building resilience among Colorado's public health workforce.	

CONTRACT AMENDMENT #1**SIGNATURE AND COVER PAGE(S)**

State Agency: Colorado Department Of Public Health and Environment 4300 Cherry Creek Drive South Denver, Colorado 80246	Original Contract Number: 2024*0719
Contractor: Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) 301 South Main Street, #215 Lamar CO 81052 for the use and benefit of the Prowers County Public Health 1001 South Main Street Lamar CO 81052-3838	Amendment Contract Number: 2024*0719 Amendment #1
Contract Performance Beginning Date: 7/1/2023	Current Contract Expiration Date: 11/30/2027
CONTRACT MAXIMUM AMOUNT TABLE	

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	2024*0719	\$331,314.00	\$0.00	\$0.00	7/1/2023-11/30/2027	\$331,314.00
Amendment #1	2024*0719 Amendment #1	\$0.00	\$0.00	\$0.00	11/1/2023-11/30/2027	\$0.00
Current Contract Maximum Cumulative Amount						\$331,314.00

SIGNATURE PAGE**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;">CONTRACTOR</p> <p style="text-align: center;">Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) for the use and benefit of the Prowers County Public Health</p> <p style="text-align: center;">_____ By: Signature</p> <p>Meagan Hillman</p> <p style="text-align: center;">_____ Name of Person Signing for Contractor</p> <p>Director</p> <p style="text-align: center;">_____ Title of Person Signing for Contractor</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">Jared S. Polis, Governor</p> <p style="text-align: center;">Colorado Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director</p> <p style="text-align: center;">_____ By: Signature</p> <p style="text-align: center;">_____ Name of Executive Director Delegate</p> <p style="text-align: center;">_____ Title of Executive Director Delegate</p> <p>Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Signature

Name of State Controller Delegate

Title of State Controller Delegate

Amendment Effective Date: _____

-- Signature and Cover Pages End --

1. PARTIES

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown under the State Controller Signature. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

- The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **November 1, 2023**, whichever is later, and shall terminate on the termination of the Task Order Contract or **November 30, 2027**, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to **advance Colorado's public health workforce capacity through public health transformation by strengthening partnerships and building resilience among Colorado's public health workforce.**

The Parties now desire to **make a no cost change** for the following reason: **update the Statement of Work, Budget and Federal Provisions.**

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Maximum Amount table is deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- C. The Parties now agree to modify **Exhibit B - Statement of Work** of the agreement. **Exhibit B - Statement of Work** is deleted and replaced in its entirety with **Exhibit**

B - Statement of Work, attached to this Amendment for the following reason: highlighted updated deliverable due dates.

- D. The Parties now agree to modify **Exhibit C - Budget** of the agreement. **Exhibit C - Budget** is deleted and replaced in its entirety with **Exhibit C - Budget**, attached to this Amendment for the following reason: highlighted updates to budget language.
- E. The Parties now agree to modify **Exhibit D- Federal Provisions**. **Exhibit D -Federal Provisions**, is deleted and replaced in its entirety with **Exhibit D - Federal Provisions**, attached to this Amendment, for the following reason: To reflect changes to the federal award identification information.

6. **LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

Amendment Contract Number: 2024*0719 Amendment #1

EXHIBIT B**STATEMENT OF WORK**

To Original Contract Number 2024*0719 Amendment #1

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

1. Project Description:

This project serves to advance Colorado's public health and environmental workforce capacity through public health transformation. Public health transformation will grow, sustain, and diversify the public health workforce by strengthening the public health workforce's capacity for planning, development, management, forecasting, and quality improvement efforts. The Colorado Department of Public Health & Environment (CDPHE) will use the Centers for Disease Control and Prevention (CDC) grant funds to strengthen partnerships and build resilience among Colorado's public health workforce in 53 local public health agencies (LPHAs). The LPHAs shall use the funds to grow and sustain the workforce capacity. With a thriving workforce, local public health agencies will be enabled to support local communities in a larger way. The CDPHE's Office of Public Health Practice, Planning, and Local Partnerships (OPHP) will work with all LPHAs to support public health workers in the public health system. CDPHE will support LPHAs with additional resources to address the increased labor market competition, increased workload demands, and will monitor that public health and environmental staff have the proper knowledge and training. Local Public Health Agencies shall hire staff, and implement a new employees retention system through professional development training and cross-training.

2. Definitions:

1. Infrastructure: The CDC grant titled, "Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems."

3. Work Plan:

Goal #1: Advance Colorado's public health workforce capacity through public health transformation by strengthening partnerships and building resilience among Colorado's public health workforce.	
Objective #1: No later than the expiration of the contract, support the Colorado public health workforce.	
Primary Activity #1	1. The Contractor shall create a final project budget.
Sub Activity #1	<ol style="list-style-type: none"> 1. The Contractor shall track the spend down of the award. 2. The Contractor shall update Infrastructure award budgets to show the spend down progress.
Primary Activity #2	1. The Contractor shall complete a standard progress report every 3 months.
Primary Activity #3	<ol style="list-style-type: none"> 1. The Contractor shall create a five year workplan utilizing workforce activities in the CDC sample activities document: https://www.cdc.gov/infrastructure/pdfs/appendix-1-sample-activities-component-a.pdf
Primary Activity #4	<ol style="list-style-type: none"> 1. The Contractor shall attend the following meetings with CDPHE: <ol style="list-style-type: none"> a) a Post-award meeting and b) annual program check in meetings.
Primary Activity #5	1. The Contractor shall create a final report.

Standards and Requirements	1.	The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the Contract term.	
	2.	CDPHE will schedule the annual check in meetings with the Contractor within 45 days of contract execution.	
	3.	The Contractor shall comply with all funding requirements.	
	4.	The Contractor shall communicate any projected budget changes that result in a new budget line item or are over 25% of the total budget to the CDPHE contract monitor that may result in unobligated funds within 30 days of acknowledgment of changes.	
	5.	The Contractor shall use the CDPHE budget template for the final project budget.	
	6.	The Contractor shall use the CDPHE 3 month Progress Report and Final Progress Report Templates.	
	7.	CDPHE will electronically provide the Contractor, within thirty (30) days from contract execution, the following templates: a) a CDPHE Budget Template, b) a 3 month Progress Report Template, and c) a Final Report Template.	
	8.	CDPHE will compile data that has been provided by the Contractor to other CDPHE programs to verify services provided.	
	9.	Contractor shall submit technical assistance questions to CDPHE to receive technical assistance from the Component B national grantees.	
	10.	CDPHE will create a technical assistance intake form.	
	11.	CDPHE will provide the required workplan template to the Contactor within thirty (30) days from contract execution.	
	12.	The Contractor shall upload the required workplan and budget via the link supplied by CDPHE.	
	13.	The Contractor shall complete a final report within sixty (60) days of all funds being spent, and no later than November 30, 2027.	
Expected Results of Activity(s)	1.	Increase the public health workforce.	
	2.	Retention of the public health workforce.	
Measurement of Expected Results	1.	Number of: a. Full Time Equivalents (FTE) hired, and/or b. Full Time Equivalents (FTE)trained, and/or c. Full Time Equivalents (FTE)receiving retention efforts, and/or d. Interns hired.	
Deliverables	1.	The Contractor shall submit the final project budget electronically to OPHP	Completion Date No later than 100 days after Contract Performance Beginning Date.
	2.	The Contractor shall submit the workplan electronically to OPHP.	No later than 100 days after Contract Performance Beginning Date.
	3.	The Contractor shall submit Progress Reports every 3 months electronically to OPHP until all funds are spent down.	Due every February 1st, May 1st, August 1st, and November 1st until final progress report.

	4. The Contractor shall submit a Final Progress Report electronically to OPHP.	No later than 60 days after all funds were spent, and no later than Nov. 30, 2027
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4. **Monitoring:**

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Office of Public Health Practice, Planning, and Local Partnerships' Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, site visits, and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

5. **Resolution of Non-Compliance:**

The Contractor will be notified in writing within (7) calendar days of discovery of a compliance issue. Within (30) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the Contract Monitor and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

EXHIBIT C

BUDGET



I. ENTITY NAME: PROWERS COUNTY PUBLIC HEALTH

II. BUDGET:

CONTRACT MAXIMUM CANNOT EXCEED	TOTAL
TOTAL	\$331,314.00

Exhibit D**Federal Provisions - Advancing Colorado's Public Health Workforce Capacity, Data, and Equity Through Public Health Transformation**

For the purposes of this Exhibit only, Contractor is also identified as "Subrecipient." This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1) Federal Award Identification.

- a. Subrecipient: Prowers County Public Health.
- b. Subrecipient Unique Entity Identification Number:
 - SAM Unique Entity ID (UEI): **Y8C4HSXY95M6**
- c. The Federal Award Identification Number (FAIN) is **NE11OE000089**.
- d. The Federal award date is **November 29, 2022**.
- e. The subaward period of performance start date is **December 1, 2022** and end date is **November 30, 2027**.
- f. Federal Funds:

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
12/01/2022 - 11/30/2023	\$34,783,995.00	\$34,783,995.00

- g. Federal award title of project or program: **Advancing Colorado's Public Health Workforce Capacity, Data, and Equity Through Public Health Transformation.**
- h. The name of the Federal awarding agency is: **Centers for Disease Control and Prevention** and the contact information for the awarding official is **Ms. Tia Yancey, Program Officer, Center for Surveillance, Epidemiology and Laboratory Services (CSELS), tby4@cdc.gov**; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the CDPHE official is Enter Grantee (CDPHE) Project Director.
- i. The Catalog of Federal Domestic Assistance (CFDA) number is **93.967** and the grant name is **CDC Collaboration with Academia to Strengthen Public Health.**
- j. This award is **not** for research & development.
- k. Subrecipient is **not** required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
- l. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.

- 2) Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.
- 3) Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
- 4) Subrecipient's approved indirect cost rate is as stated in the Exhibits.
- 5) Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
- 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- 8) **Matching Funds.** Subrecipient shall provide matching funds as stated in the Exhibits. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11) **Contract Provisions.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:
 - a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
 - b. when required by Federal program legislation, the "Davis-Bacon Act", as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");
 - c. when required by Federal program legislation, the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States");
 - d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);

- e. the “Americans with Disabilities Act” (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
 - f. when applicable, the Contractor shall comply with the provisions of the “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (Common Rule);
 - g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
 - h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.
 - i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
 - k. if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
 - l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
 - m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
 - n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,
 - o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- 12) **Compliance.** Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 13) **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to

applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

- 14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDPHE may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
- 15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.
- 16) **Close- Out.** Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.
- 17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.
- 18) **Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS).** Consistent with 45 CFR 75.112, applicants must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and the HHS OIG at the following addresses:

CDC, Office of Grants Services
 Dawn Amaker, Grants Management Specialist
 Centers for Disease Control and Prevention
 Branch 3
 2939 Brandywine Rd, Cube 2222, MSTV-2
 Atlanta, GA 30341
 Email: gtr5@cdc.gov (include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
 Office of the Inspector General
 ATTN: Mandatory Grant Disclosures, Intake Coordinator
 330 Independence Avenue, SW
 Cohen Building, Room 5527
 Washington, DC 20201

Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
 Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: October 24, 2023

Submitter: Staffon Warn, Rural Fire Chief

Submitted to the County Administration Office on: 10-13-23

Return Originals to: 0

Number of originals to return to Submitter: 0

Contract Due Date: NA

Item Title/Recommended Board Action:

Consider approval to accept DFPC 2023 Direct Distribution of Personal Protection Equipment in the amount of \$43,011.00 and authorizing Rural Fire Chief, Staffon Warn to execute the acceptance of award.

Justification or Background: 100% grant request approve signature by Prowers County Rural Fire Chief

Fiscal Impact: This item is budgeted in the following account code: No Impact to
Budget

County: 0 Federal: \$ State: \$ 43,011.00 Other:
\$

Approved by the County Attorney on:

Additional Approvals (if required):



October 3, 2023

Prowers County Rural Fire Department
staffon.warn@prowerscounty.net

FDID# 09940

Dear Staffon Warn,

RE: 2023 Direct Distribution of Personal Protective Equipment

Congratulations! We reviewed your application for personal protective equipment and we are pleased to inform you that some or all of your request is being awarded.

Your agency is eligible to receive the following personal protective equipment:

Priority Item Name & Description	Quantity Awarded	Unit Cost	Extended Price
Structure Coat and Pants, Globe Pioneer	2	\$2,056.00	\$4,112.00
Structure Hood, Veridian Vapor Max	0	\$72.45	\$ 0.00
Structure Gloves, Veridian Fire Hog	0	\$71.00	\$ 0.00
Structure Boots (rubber), Lion Hellfire	0	\$169.00	\$ 0.00
Structure Boots (leather), Haix Fire Hunter	10	\$309.00	\$3,090.00
Structure Helmet- Bullard Traditional	5	\$200.00	\$1,000.00
Structure Helmet- Bullard (no leather shield holder) with ESS goggles	0	\$205.00	\$ 0.00
Propper F5318-5W Wildland Shirt	10	\$80.00	\$ 800.00
Propper Pro Wildland Pants F5238	10	\$165.00	\$1,650.00
Anchor Fire Shelter - Regular	2	\$410.00	\$ 820.00
Anchor Fire Shelter - Large	5	\$490.00	\$2,450.00
Wildland Boots, Haix XR1 Pro	0	\$284.00	\$ 0.00
Wildland Line Pack, Coaxsher	0	\$188.00	\$ 0.00
Wildland Helmet, Bullard with ratchet system and shroud	4	\$88.00	\$ 352.00
Scott SCBA X3 Pro, 4500 PSI, CGA or snap change with 30 minute cylinders (unit comes with regulator, SCBA mask, and 2 cylinders).	0	\$7,490.00	\$ 0.00
Scott SCBA X3 Pro, 4500 PSI, CGA or snap change with 45 minute cylinders (comes with regulator, SCBA mask, and 2 cylinders).	0	\$7,685.000	\$ 0.00
MSA G1 SCBA, 4500 psi. with 30 minute cylinders. (unit comes 0 with regulator, SCBA mask, and 2 cylinders)		7,950.00	\$ 0.00
MSA G1 SCBA, 4500 psi. with 45 minute cylinders. (unit comes 3 with regulator, SCBA mask, and 2 cylinders)		8,349.00	\$25,047.00

Extrication PPE, Innotex Dual Certified Tech Rescue	6	615.00	\$3,690.00
AWARD TOTAL			\$43,011.00

*Due to the high demand of funding, the quantity of awarded items may differ from your request.

DFPC will be purchasing all of the listed equipment and it will be shipped directly to your department. There are no allowable model or Vendor changes to the PPE listed on the PPE specifications sheet. Accessories to the equipment may be purchased through the Vendor at the expense of the department on a separate invoice (e.g. Department and Firefighter name on bunker coat). If there is an awarded PPE item you do not want to receive please let us know by indicating a partial acceptance or rejection of the award below ***no later than October 20, 2023***. Your agency's executive must complete, sign, and date page 2 of this letter notifying us of your decision to accept, partially accept, or reject this award. Signed letters should be returned to Lori Lynch-Brill at lori.lynch-brill@state.co.us.

STATE'S RIGHT TO CANCEL

This funding opportunity does not obligate the state to award a contract and the state reserves the right to cancel the solicitation if it is considered to be in its best interest due to lack of funding, early termination, public interests, agency priorities or other considerations.

AWARD ACCEPTANCE

By signing this acceptance letter, you agree that all personal protective equipment to include SCBAs will to be assigned to emergency response apparatus and personnel. We were not able to fund all departments with 10 year or greater response PPE due to insufficient funding to meet all requests. If the PPE your department has been awarded was not intended for this use please decline the award. We are unable to award personal protective equipment for training or reserve apparatus at this time. Your department may be required to report back on how the department is utilizing the awarded PPE.

You also agree to submitting documentation to DFPC upon receipt of awarded equipment for tracking and record keeping purposes. Please email a copy of the shipping papers once all awarded PPE has been received to lori.lynch-brill@state.co.us.

Accept Award ☐

Partially Accept Award ☐ Explanation: _____

Reject Award/unable to use Equipment ☐

Shipping Address where awarded PPE is to be delivered:

Street Address: _____

Area Code: _____

Department Contact Phone Number: _____

Please have *the organizational executive or financial representative* print, sign and date this award letter indicating acceptance and agreement of these terms as outlined herein. Please make a copy of this signed award letter for your records.



Print Name _____

Sign Name _____

Date _____

Please submit inquiries, and receipts to lori.lynch-brill@state.co.us.

Sincerely,



Mike Morgan, Director
Colorado Division of Fire Prevention & Control



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/24/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 10/12/2023

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 1

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of Resolution in Opposition to the Proposed Changes to the South Central and Southeast Transportation Planning Region Boundaries.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code: ____

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

RESOLUTION NO. 2023- _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PROWERS COUNTY, COLORADO, IN OPPOSITION TO THE PROPOSED CHANGES TO THE SOUTH CENTRAL AND SOUTHEAST TRANSPORTATION PLANNING REGION BOUNDARIES

WHEREAS, the Prowers County Commissioners' responsibilities include the health, safety and welfare of the residents of Prowers County; and

WHEREAS, Prowers County is a member of the Southeast Transportation Planning Region (TPR); and

WHEREAS the Colorado Department of Transportation initiated legislation for the 2023 General Assembly to review the TPR boundaries; and

WHEREAS, said legislation created a process for reviewing the TPR boundaries; and,

WHEREAS, 2 CCR 601-22 Section 2.02.1 identifies the specific conditions which must be met for requesting changes to TPR boundaries; and

WHEREAS, Section 2.02.1.2 states those conditions shall include, "A statement of justification for the change considering transportation commonalities."; and

WHEREAS, Section 2.02.1.3 states those conditions shall include, "A copy of the resolution stating the concurrence of the affected Regional Planning Commission."; and

WHEREAS, The Prowers County Commissioners feel that any change to the TPR boundaries for the South Central and Southeast TPRs will be detrimental to the transportation planning process that has been in place for over 25 years; and

WHEREAS, combining the South Central and Southeast TPRs will cause them to lose appropriate voting representation on the Statewide Transportation Advisory Committee (STAC) while another area will gain a vote on the STAC; and

WHEREAS, representatives from both South Central and Southeast TPRs have voiced repeated objections to CDOT representatives regarding the proposed TPR boundary changes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PROWERS COUNTY, COLORADO that the proposed boundary change of the South Central and Southeast TPRs is hereby opposed.

BE IT FURTHER RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS that copies of this resolution shall be sent to the Colorado Transportation Commission, CDOT

Headquarters, Representatives and Senators in the Colorado General Assembly, and the Governor of the State of Colorado.

INTRODUCED, READ AND ADOPTED this 24th day of October, 2023.

RON COOK Chair

ATTEST:

JANA COEN, County Clerk
Chair

WENDY BUXTON-ANDRADE Vice-

THOMAS GRASMICK Commissioner

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/13/2023

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 10/13/2023

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 0

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval for a correction to the Subdivision Exemption application agenda item for Five Rivers Cattle Feeding LLC, correcting the agenda item to read Five Rivers Ranch Cattle Feeding, LLC which was approved by the BOCC on 7-11-2023.

Justification or Background:

Correct the agenda item verbiage to read Five Rivers Ranch Cattle Feeding, LLC., in place of Five Rivers Cattle Feeding, LLC. The agenda item was approved on 7/11/2023.

Fiscal Impact: N/A.

Approved by the County Attorney on:

Additional Approvals (if required):

**Subdivision
Exemption No.**

SUBDIVISION APPLICATION AND SUMMARY FORM

PLEASE READ NOTE AND SIGN BELOW:

THE SUBMITTED APPLICATION PACKAGE REQUIRES SPECIFIC REPORTS INFORMATION WHICH MAY NOT BE ADEQUATE AS DETERMINED THROUGH THE REVIEW PROCESS. ADDITIONAL INFORMATION MAY BE REQUIRED. ALSO, THE ACCEPTANCE OF THE APPLICATION PACKAGE DOES NOT MEAN THE SPECIFIC INFORMATION HAS BEEN APPROVED AND IN FINAL FORM. REVISIONS TO THE INFORMATION AND/OR REPORTS MAY BE REQUIRED. REQUESTS FOR WAIVERS OF ANY OF THESE REQUIREMENTS MUST BE ACCOMPANIED BY A LETTER OF JUSTIFICATION. THE PROWERS COUNTY PLANNING COMMISSIONERS WILL HEAR THE WAIVER REQUEST CONCURRENTLY WITH THE APPLICATION. DENIAL OF THE WAIVER REQUEST SHALL RENDER THIS APPLICATION INCOMPLETE AND RESULT IN THE REQUIREMENT FOR A NEW SUBMITTAL ACCEPTANCE DATE AND REVIEW PERIOD. YOUR SIGNATURE BELOW INDICATES ACCEPTANCE OF THESE CONDITIONS.

Date: 9-27-2022

Applicant's Representative's Signature

If other than owner's signature, a letter of consent authorizing the applicant representative to act in the owner's behalf must be included.

Property Owner: Five Rivers^{Ranch} Cattle Feeding LLC

Address: 2258 US Hwy 50 Lamar, CO 80552

Telephone Number: _____ Email: _____

Applicant's Representative: _____

Address: _____

Telephone Numbers: (719) 688-8146 Email: Thane.m.lensd@SRCattle.com

Surveyor or Engineer: Lance Bourdage Telephone: 719-383-4621

Location of Subdivision:

Subdivision (1st, 2nd, etc.) ~~2nd Sub~~ | 1st Sub

Quarter SE 1/4 NE 1/4

Section 19 Township 22S Range 47U 01

Lot _____ Block _____ Subdivision _____

>>>>>>>Attach Copy of Deed<<<<<<<<<<

Tax parcel number of property (County Assessor's Records) _____

Current land classification as per Assessor's Records _____

If irrigated, will water shares be allocated to the subdivided parcel? _____ Yes ☒ No

Is there a Deed of Conservation Easement attached to this property? _____ Yes _____ No

If YES, attach copy

Proposed Use of Land Shop + office

Proposed Water Source May Valley Water

Proposed Means of Sewage Disposal Septic

Proposed Road Access off W Frontage Road

Proposed Lot Size 11 acres

-
- The Prowers County Planning Commission recommends approval of this request for subdivision exemption.

Prowers County Planning Commission, Chair

Richard Widener

Dated this 28 day of June, 20 23

- The Prowers County Board of County Commissioners grants approval of this request for subdivision exemption.

Prowers County Board of County Commissioners, Chair

Ken Cook

Dated this 11 day of July, 20 23

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/11/2023

Submitter: Michelle Hiigel, Land Use

Submitted to the County Administration Office on: 10/11/2023

Return Originals to: Michelle Hiigel, Land Use

Number of originals to return to Submitter: 3

Contract Due Date: N/A

Item Title/Recommended Board Action:

Consider approval of Final Subdivision Exemption Plat Map for Five Rivers Ranch Cattle Feeding, LLC. Application request was approved on July 18, 2023 by the Planning Commission and on July 25, 2023 by the BOCC. Minor Subdivision, for a First Subdivision, in the S½NE¼ of Section 19, Township 22 South, Range 47 west, Subdividing 10.7 acres and to be recorded in the County Clerk's Office.

Justification or Background:

Five Rivers Ranch Cattle Feeding, LLC wants to subdivide approximately 10.7 acres to sell to Shane Hawks to construct a building/shop for his business.

Fiscal Impact: \$13.00 Recording Fee.

Approved by the County Attorney on:

Additional Approvals (if required):

APPLICANT'S CERTIFICATE:

I/we hereby apply for a Standard Exemption from the Powers County Subdivision Regulations as provided for therein for the tract of land as shown and described herein. We are legal owner(s) of the tract as shown herein, and that the information as shown herein is true and correct to the best of my/our knowledge and belief.

San Ramon Castle Garden 45 Twp. 4 N. 10 W. 14 N

REV. SEPT. 20, 2023
AUGUST 15, 2023

LANCE W. BRADLEY, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HAS HERETOFORE PROVIDED PROFESSIONAL SERVICE TO THE ABOVE NAMED CLIENT, BASED UPON HIS KNOWLEDGE, INFORMATION AND BELIEF, AND TO THE NORMAL STANDARDS OF CARE OF A SURVEYOR MADE ON THE GROUND, PRACTICING IN COLORADO. THAT ON AUGUST 11, 2023, AS RESULT OF A SURVEY MADE ON THE GROUND, AND ANNOUNCED BY ME, THAT THIS LAND SURVEY PLAN WAS PREPARED BY ME AND REPRESENTS THE SURVEY MADE. THAT THE SURVEY WAS BASED UPON DEED RECORDED AT RECEPTION NO. 515453 AND INSTRUCTIONS SUPPLIED BY CLIENT WITH CLIENT DESIRING NO FURTHER RESEARCH INTO EASEMENTS OR RIGHTS-OF-WAY BY THE UNDERSIGNED.

LANCE W. BRUNDAGE
REGISTERED PROFESSIONAL



PLANNING COMMISSION:
PROWERS COUNTY, COLORADO:

Reviewed and Approved by the Prosser County Planning Commission.

Chromien: André V. L. J. J., Date: 10-1-23

BOARD OF COUNTY COMMISSIONERS:
PROWERS COUNTY COLORADO:

Reviewed and Approved by the Board of County Commissioners, Prowers County, Colorado

Chairman: _____, Date: _____

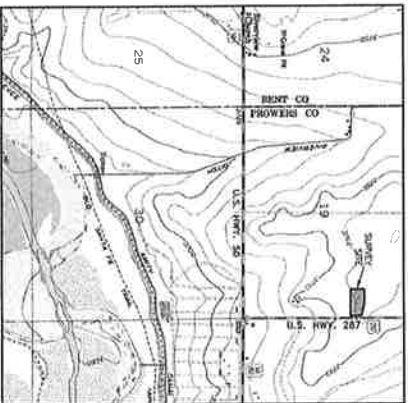
STATE OF COLORADO:
COUNTY OF PROWERS

I hereby certify that this instrument of record was filed in my office on the _____ day of _____, 20____, at _____, _____, _____, Mo., under Reception number _____.

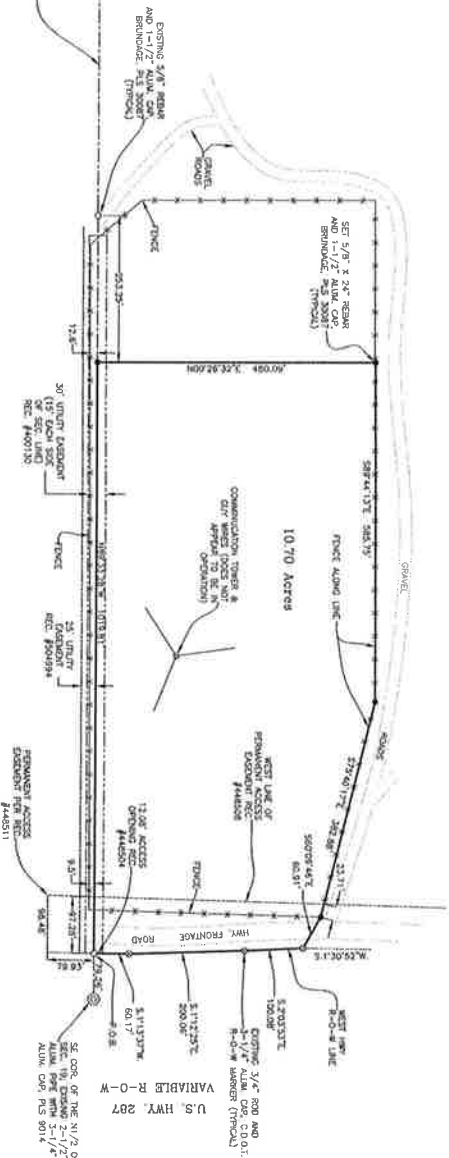
Clerk and Recorder



NOTICE: THIS STATEMENT MADE WITHOUT BENEFIT OF AN UPDATED ABSTRACT OR THE POLICY AND MAY BE SUBJECT TO OTHER EXCLUSIONS, CONDITIONS, EXEMPTIONS, ETC. WHICH MAY HAVE DEVELOPED SINCE THE DATA RETRIEVED IN THE SURVEYOR'S STATEMENT.

 $\gamma = 100$ VICINITY MAP
NTS

A tract of land lying in the S1/2NE1/4 of Sec. 19, T.22S., R.47W. of the 6th P.M. being more particularly described as follows:

[illegible]

BRIDGE LAND SURVEYING, INC.
 12010 Highway 100, Suite 100, Dallas, Texas 75243
 Phone: (214) 351-1111
 Fax: (214) 351-1112

BSI

POST
AUGUST 14, 2011
ISSUE NO.
1097VE25

10923.0

**SUBDIVISION
PLAT**

PART OF THE NE1/4, SEC. 19, T.22S, R.47W.
6th P.M., PROWERS COUNTY, COLORADO

MONTH: SEP. 20, 2023
METHOD: ACQUIS

FIVE
LAMAR

FEEDING

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/12/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 10/12/2023

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 0

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of amended agreement between the Colorado Statewide Internet Portal Authority (SIPA) and Prowers County to procure Google Workspace Business Plus subscriptions through SIPA for three consecutive one year terms starting 09/20/2023 and ending 09/19/2026, for a total of \$111,774.99, and authorizing Chairman Ron Cook to execute the document.

Justification or Background: The BOCC previously approved this agreement on August 8, 2023, and we made our initial payment, but the effective dates provided by SIPA were incorrect. This amended agreement contains the correct effective dates for the agreement.

Fiscal Impact: This item is budgeted in the following account code: ____

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on: 10/17/2023

Additional Approvals (if required):

**PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO
COUNTY ADMINISTRATION.**

THANK YOU!

Statewide Internet Portal Authority (SIPA)

Company Address 1300 Broadway
Suite 440
Denver, CO 80203
US

Created Date 10/5/2023
Expiration Date 10/27/2023
Quote Number 00003426

Prepared By Heather Nelson
Phone 7204095638
Email heather@cosipa.gov

Contact Name Mark Westhoff
Phone (719) 336-8029
Email mwesthoff@prowerscounty.net

Bill To Name Prowers County

Ship To Name Prowers County

Product	Line Item Description	Sales Price	Quantity	Total Price
Google Workspace Business Plus	Domain: powerscounty.net; Year 1 of 3: 09/20/2023 to 09/19/2024	\$143.17	260.00	\$37,224.20
Google Workspace Business Plus - Archived User	Domain: powerscounty.net; Year 1 of 3: 09/20/2023 to 09/19/2024	\$34.13	1.00	\$34.13
Google Workspace Business Plus	Domain: powerscounty.net; Year 2 of 3: 09/20/2024 to 09/19/2025	\$143.17	260.00	\$37,224.20
Google Workspace Business Plus - Archived User	Domain: powerscounty.net; Year 2 of 3: 09/20/2024 to 09/19/2025	\$34.13	1.00	\$34.13
Google Workspace Business Plus	Domain: powerscounty.net; Year 3 of 3: 09/20/2025 to 09/19/2026	\$143.17	260.00	\$37,224.20
Google Workspace Business Plus - Archived User	Domain: powerscounty.net; Year 3 of 3: 09/20/2025 to 09/19/2026	\$34.13	1.00	\$34.13

Description Quote for Prowers County to procure the listed Google Workspace Business Plus subscriptions through SIPA for 3 consecutive, one year terms:

Grand Total \$111,774.99

Initial Term: 09/20/2023 to 09/19/2024
Second Term: 09/20/2024 to 09/19/2025
Third Term: 09/20/2025 to 09/19/2026

Domain: powerscounty.net

Prowers County will have the option to renew at the end of the Third Term.

Please note: This quote replaces the previous version of Quote 3426 signed on 8/8/2023. The only update to this Quote are the term dates. Prowers County has already paid for the Initial Term, in full.

Please return a signed quote or PO to me or sipa@cosipa.gov to procure and include the email address of the person who is supposed to receive the invoice.

Additional Details

Additional Details Please note: Fees are not refundable.

Please note: Fees may increase at the end of the Third Term.

Please note: Subscription numbers cannot be decreased at any point during the 3 year term. Subscription numbers can be increased at any time. Any subscriptions added during a term will also be added to the total subscription count for all remaining renewal periods.

Please note: This is not an invoice. Please do not submit payment until you have received an invoice.

3 Year Term with price protection for the prowerscounty.net domain - to be billed annually, in three installments, upon the renewal date.

Terms and Conditions:

1. Term and Termination

1.1 Term.

The initial term of this Agreement is from 09/20/2023, through 09/19/2024 (the "Initial Term"), unless terminated earlier in accordance with the terms of this Agreement.

1.2 Termination.

This Agreement may be terminated if any of the following conditions are met.

1.2.1 Bankruptcy.

Prowers County may, in its sole discretion, terminate this Agreement in the event Vendor becomes insolvent or undergoes a bankruptcy.

1.2.2 Material Breach.

If either Party materially defaults in the performance of any of its obligations under this Agreement or applicable statement of work (SOW).

1.2.3 Termination Due to Lack of Funds or Change in Law.

Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, Prowers County shall have the right to terminate this Agreement without penalty or liability and without any advance notice as a result of any of the following:

- (a) the legislature or governor of the State of Colorado fail in the sole opinion of Prowers County to appropriate funds sufficient to allow Prowers County to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;
- (b) if funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by Prowers County (regardless of the source of funding or revenues) to make any payment hereunder are insufficient or unavailable for any other reason as determined by Prowers County in its sole discretion;
- (c) if Prowers County's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn, cancelled, materially altered, or modified;
- (d) if any event or circumstance occurs that impacts or affects the ability of Prowers County or any Governmental Entity, to continue to operate, use, maintain or pay for the Implemented System, Services and/or Deliverables (or any part or component thereof); or
- (e) if there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects Prowers County's ability to fulfill any of its obligations under this Agreement or the use, operation or maintenance of the Implemented System, or any portion or component thereof.

2. Effect of Termination

Upon termination of this Agreement, unless otherwise specified by Prowers County in writing, Vendor shall cease to perform the Services and take all necessary or appropriate steps to limit disbursements and minimize costs.

Customer accepts Google flow down

terms: https://static.carahsoft.com/concrete/files/6116/6981/5856/US_Public_Sector_CMA_flowdowns_10.17.22_-_Worksp

By signing this quote or issuing a Purchase Order, you are agreeing to the above Terms and Conditions and you are agreeing to purchase the above mentioned subscriptions and/or services and you will be responsible for payment upon invoicing. You also certify that you have authority to enter into this agreement between your entity and SIPA.

Quote Acceptance Information

Signature

Name

Title
Date

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10/24/2023

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 10/12/2023

Return Originals to: Mark Westhoff

Number of originals to return to Submitter: 0 (Send 1 Scanned Copy)

Contract Due Date: N/A

Item Title/Recommended Board Action: Consider approval of agreement between the Colorado Statewide Internet Portal Authority (SIPA) and Prowers County to procure Virtru for Email Platform subscriptions through SIPA for a one year term starting 10/23/2023 and ending 10/22/2024, for a total of \$8,547.60, and authorizing Chairman Ron Cook to execute the document.

Justification or Background: SIPA offered to host our Virtru renewal along with our Google Workspaces agreement and Ian confirmed it would save the County some money and give us some better resources should anything go wrong.

Fiscal Impact: This item is budgeted in the following account code: __

County: \$_____ Federal: \$_____ State: \$_____ Other: \$_____

Approved by the County Attorney on: 10/17/2023

Additional Approvals (if required):

Statewide Internet Portal Authority (SIPA)

Company Address 1300 Broadway
Suite 440
Denver, CO 80203
US

Created Date 10/5/2023
Expiration Date 11/3/2023
Quote Number 00003464

Prepared By Heather Nelson
Phone 7204095638
Email heather@cosipa.gov

Contact Name Mark Westhoff
Phone (719) 336-8029
Email mwesthoff@prowerscounty.net

Bill To Name Prowers County

Ship To Name Prowers County

Product	Line Item Description	Sales Price	Quantity	Total Price
Virtu for Email + Virtu Data Protection Gateway (User) Data Centris Security	Domain: prowerscounty.net; Term: 10/23/2023 to 10/22/2024	\$50.28	170.00	\$8,547.60
Standard Virtu Platform Subscription	Domain: prowerscounty.net; Term: 10/23/2023 to 10/22/2024	\$0.00	1.00	\$0.00

Description Quote for Prowers County to procure the listed Virtu products and/or services through SIPA for the term: 10/23/2023 to 10/22/2024, with the option to renew in one year.

Grand Total \$8,547.60

Please return a signed quote or PO to me or sipa@cosipa.gov to procure through SIPA and include the email address of the person who is supposed to receive the invoices.

Additional Details

Additional Details Please note: Fees are not refundable.

Please note: Fees may increase at next renewal.

Please note: This is not an invoice. Please do not submit payment until you have received an invoice.

By signing this quote or issuing a Purchase Order, you are agreeing to the above Terms and Conditions and you are agreeing to purchase the above mentioned subscriptions and/or services and you will be responsible for payment upon invoicing. You also certify that you have authority to enter into this agreement between your entity and SIPA.

Quote Acceptance Information

Signature

Name

Title

Date

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 10-24-2023

Submitter: Pete Hernandez, Director CRMC/OPC

Submitted to the County Administration Office on: email poll 10-17-2023

Return Originals to: 2

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 10-17-2023 email poll approval of Certification for Access for Prowers County associated with Personal Identifying Information (PII) Through a Database or Automated Network.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on: 10-17-2023

Additional Approvals (if required):

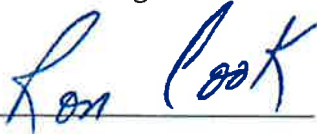
STATE OF COLORADO

**THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS
TO PII THROUGH A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, Ron Cook, Chairman, on behalf of Board of County Commissioners, Prowers County, Colorado (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____

A handwritten signature in blue ink that reads "Ron Cook". The signature is written over a horizontal line.

Printed Name: Ron Cook

Title: Chairman, BOCC

Date: 10-17-2023

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 10-24-2023

Submitter: Lanie Meyers-Mireles

Submitted to the County Administration Office on: 10-12-2023

Return Originals to: 1

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Memorandum of Understanding between Otero College Child Development Services Head Start and Prowers County Department of Human Services from October 9, 2023 through September 30, 2026 for joint agreement to facilitate cooperation and collaboration and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the agreement.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:

County: \$_____

Federal: \$_____

State: \$_____

Other: \$_____

Approved by the County Attorney on: 10-12-2023

Additional Approvals (if required):

MEMORANDUM OF UNDERSTANDING
Between
OTERO COLLEGE CHILD DEVELOPMENT SERVICES
HEAD START
and
PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES

PURPOSE:

- This Memorandum of Understanding (MOU) is developed in partnership by Otero College Child Development Services (CDS) Head Start and Prowers County Department of Human Services
- The purpose of the joint agreement is to facilitate cooperation and collaboration between Prowers County Department of Human Services and CDS regarding the provision of services

EFFECTIVE DATE:

- This MOU becomes effective February October 9, 2023 for the period of three years, ending January September 30, 2026. It is to be reviewed September 30th annually.

GENERAL RESPONSIBILITIES OF OTERO COLLEGE CHILD DEVELOPMENT SERVICES HEAD START:

- CDS Head Start will provide comprehensive services in the areas of social services, adult education, child development and health/nutrition/safety education to participating families.
- CDS will incorporate the family service plan as a documentation of the family's goals in an effort to reduce duplication.
- CDS Head Start will document all actions and progress towards these goals.
- If CDS enrolls a family that might qualify for TANF, Medicaid, or other benefits, the family will be referred to the Prowers County Department of Human Services to enroll for other programs.
- To refer families requiring child care to Welcome Home Child Care facility.

GENERAL RESPONSIBILITIES OF PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES

- To make referrals to CDS when families with eligible children are identified.
- To refer families in Welcome Home Child Care to Head Start if eligibility is appropriate.

JOINT RESPONSIBILITIES SHARED BETWEEN PROWERS COUNTY
DEPARTMENT OF HUMAN SERVICES AND OTERO COLLEGE CHILD
DEVELOPMENT HEAD START:

- To effectively communicate between agencies all services and programs available to eligible families.

ITEMS OF THE MOU

- Should either party wish to terminate the foregoing MOU the other party will be notified in writing within thirty (30) days prior to termination.
- Additional services or changes to this MOU shall be in writing and signed by both parties.
- This MOU does not commit OCCDS to expend funds.
- The parties shall receive, maintain, use, store and dispose of any confidential records in strict accordance with applicable state and federal laws, rules and regulations.
- Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this MOU.
- Notwithstanding any other provision of this MOU to the contrary, no term or condition of this MOU shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended by either party. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.
- Each party shall retain complete control and jurisdiction over its programs, and nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture of the parties hereto. The parties shall perform their duties hereunder as independent contractors and neither party's employees or agents shall be considered employees or agents of the other party. Accordingly, employees of one party shall not be entitled to employee benefits normally provided to bona fide employees of the other party.

We, the authorized agents for our respective organizations, do hereby agree to the conditions set forth in the proceeding document.

Signed: _____

Signed: _____

Dr. Kimberly Zant
President
Otero College

Lanie Meyers-Mireles
Director
Prowers County Department
of Human Services

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING
Between
PUEBLO 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 Commissioner ("Prowers County"), and Pueblo County, Colorado ("Pueblo County") a body corporate and politic by and through its Board of County Commissioners. Prowers County and Pueblo County shall jointly be referred to as the "Parties."

PURPOSE:

1. This MOU is developed in partnership between Prowers County and Pueblo 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 Pueblo County, Colorado.
2. Prowers County, through its Hotline County Connection Center ("HCCC"), agrees to answer and process Child Welfare ("CW") related and APS related hotline calls on behalf of Pueblo County ("Call Coverage Services"). Prowers County will perform the tasks outlined in this MOU as they relate to Call Coverage Services. Pueblo County will perform the tasks identified in the MOU to assist the HCCC with successfully receiving the Hotline calls so Pueblo County can complete the final disposition of each call.

TERM, AMENDMENT, TERMINATION:

1. Term of MOU:
 - a. This MOU becomes effective January 1, 2024 for the period of 12 months, ending December 31, 2024.
 - b. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
 - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
 - b. Any changes, modifications, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
 - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

RATE FOR SERVICES:

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4, and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 "Other CW" calls will equal 1 report.
 - a. Projected numbers of Program Area 5, Program Area 4, Institutional, "Other CW", and APS reports will be based on a combination of information from the Results Oriented Management data base and the actual numbers of calls received through the HCCC for the previous 12 months.

2. Pueblo County is allocated 4 free reports, child abuse/neglect or APS reports, each month for a total of 48 free reports of any type per year.
3. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including Pueblo 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, Pueblo County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate the MOU.
4. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the services performed as Pueblo County may request. Pueblo County will submit payment for services satisfactorily performed within 60 days of receipt.
5. The rates of Call Coverage Services provided to Pueblo County per the terms of the MOU are:

Estimated number of Child Abuse/Neglect Reports Jan 2024 – Dec 2024	1,336
C/W Inquiries 300 Divided by 10	30
Total Estimated Reports	1,366
Less the Allotment of Reports (4 per month or 12 per quarter)	-48
Total Estimated Reports to be billed	1,318
Rate per Report	\$ 24.00
Estimated Investment for C/W Reports	\$ 31,632.00
Estimated number of APS reports Jan 2024 – Dec 2024	321
Rate per APS Report	\$ 24.00
Estimated Investment for APS reports	\$ 7,704.00
Total Investment for Call Coverage services	\$ 39,336.00

6. Pueblo County will be billed quarterly for actual number of reports taken, less the allotted reports 12 reports of any type per quarter.

JOINT RESPONSIBILITIES SHARED BETWEEN PUEBLO COUNTY AND PROWERS COUNTY HCCC:

1. Both Prowers County and Pueblo 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 Pueblo 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 PROWERS COUNTY HCCC:

1. The Prowers County HCCC will make the appropriate routing changes and take all the after-hours calls for Pueblo County.
2. After-hour is defined as from 4pm to 8am Monday through Thursday and from 4pm Friday, through Saturday and Sunday, to 8am Monday. After-hour does not include holidays other than the hours specified above as after-hour.
3. All next step decisions regarding Hotline call records will be left to the discretion of Pueblo County. Pueblo County will be responsible to complete a review of all information in THA and Trails to ensure appropriate disposition.
4. Reports, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to Pueblo County's Trails Inbox. HCCC will notify Pueblo County of a

referral via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules). It will be the responsibility of Pueblo County to check the pending queue and manage the final disposition of all records.

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

5. If the HCCC believes the report is of an immediate response nature, the HCCC will notify Pueblo County while information is being entered into the THA or CAPS.
6. **Information and Referral (non-CW)** calls will be sent to Pueblo County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of Pueblo 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 Pueblo County main Department of Human Services number. Pueblo County can request a brief synopsis.
7. If HCCC receives a call from **law enforcement or medical personnel** that requires immediate response from Pueblo County, HCCC will transfer the call to an Pueblo County on-call designee. If the Pueblo 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. **APS reports** will be documented in the Colorado Adult Protection System, ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. Pueblo County will confirm receipt and update in the THA.
 - a. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
 - b. Notification to Pueblo County that an APS report has been taken by the HCCC will be made by email during both open and after-hours.

GENERAL RESPONSIBILITIES OF PUEBLO COUNTY

1. Pueblo County will provide an updated list of on-call Pueblo 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 the Pueblo County's responsibility to immediately inform the HCCC of the change and to provide the required contact information.
2. Pueblo County will notify the HCCC of any special circumstances where Pueblo County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e. employees are in court, meetings, training after-hours, etc.) Pueblo County should make every attempt to identify another entity that can receive notifications. This can be any entity designated by Pueblo County.

GENERAL PROVISIONS

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third-party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party or any immunity at law including immunity granted under the Colorado Governmental immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPAA privacy requirements.

5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2024 shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2025 providing for payment of such obligations. Pueblo 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.
10. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this MOU. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitation of liability provided to each Party by the Colorado governmental Immunity Act, C.R.S. 24-101-101 et seq. and Article XI of the Colorado Constitution.

Approving Entities

Signed: _____
Name: _____
Title: _____
Entity: _____

Approving Entities

Signed: _____
Name: _____
Title: _____
Entity: _____

State Confirmation

Date: _____
Signed: **Ann M** Digitally signed
Name: **Williams** by Ann M
Title: _____ Date: 2023.10.10
Entity: _____ 14:16:04 -06'00'

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: October 24, 2023

Submitter: Meagan Hillman

Submitted to the County Administration Office on: 10/18/2023

Return Originals to: Meagan Hillman, PCPHE

Number of originals to return to Submitter:1

Contract Due Date: 10/31/2023

Item Title/Recommended Board Action:

Consider approval of OLTC New Policy and Procedures requirements.

Justification or Background: Most of these are the same as previous policies, some changes due to new waivers.

Fiscal Impact: This item is budgeted in the following account code: _____

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on: emailed 10/18/24

Additional Approvals (if required):

PROWERS COUNTY PUBLIC HEALTH AND ENVIRONMENT

CASE MANGEMENT AGENCY

**NEW DEFINED AREA #2
PROWERS, BACA AND KIOWA COUNTIES**

POLICY AND PROCEDURES

Updated

November 1, 2023

PROWERS COUNTY PUBLIC HEALTH AND ENVIRONMENT/CMA

PROWERS COUNTY PUBLIC HEALTH/CMA

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PROWERS COUNTY PUBLIC HEALTH/CASE MANAGEMENT AGENCY

OVERVIEW OF THE CASE MANAGEMENT PROGRAM

The purpose of the Case Management Agency is to provide access to Long Term Care and Developmental Disability communities services offered through the publicly funded programs operated by the Colorado Department of Health Care Policy and Financing.

Case Management is defined as the determination of a person's eligibility for services, assessment of functioning and need for services, the development and implementation of the Service Plan, coordination and monitoring of services delivery, evaluation of service effectiveness and reassessment of the client.

Target Population Definitions for purposes of determining appropriate type of long-term services, including home and community-based services, as well as providing for a means of properly referring clients to the appropriate community agency, the following target group designations are established:

A. Developmentally Disabled - includes all clients whose need for long-term care services is based on a diagnosis of Developmental Disability and Related Conditions, as defined in Section 8.401.18.

B. Mentally Ill - includes all clients whose need for long-term care is based on a diagnosis of mental disease as defined in Section 8.401.18.

C. Functionally Impaired Elderly - includes all clients who meet the level of care for SNF or ICF care, as determined by the LOC Screen and who are age 65 or over.

D. Physically Disabled or Blind Adult - includes all clients who meet the level of care for SNF or ICF care, as determined by the LOC Screen and who are age 18 through 64. E

Home and Community Based Services under the Medicaid Waivers include distinct service programs designed as alternatives to standard Medicaid nursing facility or hospital services for discrete categories of clients. These waivers are Home and Community Based Services Waiver for Persons Who Are Elderly, Blind and Disabled (HCBS-EBD), Home and Community Based Services Waiver for Complementary and Integrative Health (HCBS-CHI), Community Mental Health Supports Waiver (HCBS-CMHS), Home and Community Based Services Waiver for Persons With Brain Injury (HCBS-BI); Home and Community Based Services Waiver for Persons with Developmental Disabilities (HCBS-DD), Supportive Living Services Waiver (HCBS-SLS); Home and Community Based Services Waiver for Children with Autism (HCBS-CWA), Children with Life-limiting Illness Waiver (HCBS-CLLI), Children's Habilitation Residential Program Waiver (HCBS-CHRP), Children Extensive Supports Waiver (HCBS-CES), Children's Home and Community Based Services Waiver (HCBS-CHCBS) and Home and Community Based Services for those inappropriately residing in nursing facilities (OBRA '87).



Colorado Intake Screen Tool

Member Information

Last Name:	First Name:	M.I.:
Medicaid ID#:	Date of Birth:	
Mailing Address:		

Reason for Contact

The discussion guidance below provides general guidance for staff as they initiate/ receive a call. Agencies may customize the language to reflect their operations.

- Staff greeting (e.g., Hello. My name is [staff person name] from the [agency name])
- Collect and record caller name
- Provide an overview of the agency's functions (e.g., The [agency name] coordinates services through a variety of programs that help individuals perform their day-to-day tasks.)
- How may I help you today/what is your reason for calling our agency?
- If returning a call from a referral source, also document referral source type (agency/individual), name, and reason for referral

Describe the initial reason for contact as outline above:

Immediate referral to 911? ☐ Yes ☐ No

Is there a potential LTSS Need? ☐ No ☐ Yes, continue with screen

Description of rights modification:

Staff training on proper implementation:

Reason for Contact

Is the individual currently enrolled in an LTSS Program and had an LTSS assessment?

- ☐ Yes, enrolled in an LTSS Program and had an LTSS Assessment
☐ Yes, had an LTSS Program and had an LTSS assessment but not currently enrolled in an HCBS Program
☐ No
☐ Unknown

Current Insurance:

- ☐ Medicare
☐ Medicaid
☐ VA Benefits
☐ Private
☐ Other
☐ Unknown

Permission to Complete Screen and Caller Information-Notes/Comments**Determining If Completing Screen Is Appropriate:**

Explain the Intake Screen and Assessment process. Provide an overview of the types of questions that will be asked and why they are being asked.

Is the individual/guardian willing/able to answer additional questions and proceed with the remainder of the Screen?

- ☐ No
☐ Yes, continue with screen
☐ Individual/guardian uncomfortable/unable to complete Eligibility Screen via the telephone, but the assessments is appropriate

Does the individual/guardian have any barriers to completing the Eligibility Screen? ☐ Yes ☐ No

If yes, describe barriers that need to be addressed to accommodate the barriers:

Given the individual's history and the conversation thus far, which action is appropriate?

- ☐ Conduct Eligibility (Continue Eligibility Screen)
☐ Conduct Assessment (Skip to Financial Information)
☐ Neither

Eligibility Screen ADLs**Eligibility Screen ADLs**

Does the individual have any difficult with any of the following ADLs?

- ☐ Bathing
☐ Dressing
☐ Eating
☐ Toileting
☐ Transferring
☐ Mobility
☐ None

Financial Information

Does the individual/guardian wish to continue with the Intake Screen based on the financial discussion?

☐ No

☐ Yes

Does the individual receive Supplemental Security Income (SSI)?

☐ No

☐ Yes

☐ Unknown

Has the individual begun the Health First Colorado (Medicaid) application process?

☐ No

☐ Yes

☐ Unknown

Date application submitted:

Risk Trigger Screen

Current Living Situation

☐ Alone, in own home (owned or rented)

☐ With parents/guardians

☐ With spouse

☐ With children

☐ With non-spouse

☐ Alternative Care Facility

☐ Foster Care Home

☐ Kinship Foster Care home

☐ Specialized Group Facility

☐ Nursing Facility

☐ Hospital, discharge date if known

☐ Host Home

☐ Group Home

☐ ICF/IID

☐ Adult Correctional Facility

☐ Homeless

☐ Other

Specify other current living situation:

Based on the conversation thus far, does the individual appear to have a potential risk that may require an expedited functional eligibility determination?

☐ No

☐ Yes

Number of hospitalizations in the past six months:

Number of emergency room visits in the past six months:

Number of calls to 911 in the past six months:

Additional Demographic Information

Other primary language:

Does the individual want or need an interpreter (oral or sign language) and/or other communication support?

☐ No

☐ Yes

☐ Unable to determine

If yes, check all that apply below:

☐ Large print

☐ Braille

☐ Materials accessible by electronic reader

☐ Interpreter/communication support staff

☐ Submission of interview questions before assessment

☐ Other

Primary language of the legally recognized representative:

☐ English

☐ Spanish

☐ French

☐ Japanese

☐ Korean

☐ Chinese (Mandarin)

☐ Chinese (Cantonese)

☐ ASL (American Sign Language)

☐ Russian

☐ Other

Describe other primary language of legally recognized representative:

Does the individual have a Primary Care Provider?

☐ No

☐ Yes

Physician Name:

Physician Telephone:

Physician Fax:

Individual's Marital Status:

☐ Never Married

☐ Married

☐ Civil Union

☐ Partner/Significant other

☐ Widowed

☐ Separated

☐ Divorced

☐ Unknown

☐ Refused

☐ Common Law

Additional Demographic Information

Does the individual require special accommodations or support in school?

☐ No

☐ Yes, Describe

Describe special accommodations or support in school:

Is an IFSP/IEP/504 or other school-based plan in place?

☐ No

☐ Yes

Introduction & Decision Support

Introduction & Decision Support

Individual has legally recognized representative (e.g., POA, DPOA, legal guardian, etc.):

☐ No

☐ Yes

Does this legally recognized representative need/want to be a part of the Assessment?

☐ No

☐ Yes

Name of individual(s) or agency(ies) assisting or authorized in making decisions:

Decision making capacity of person(s) assisting with or legally authorized to make decisions):

☐ Guardian (Non-Parental)

☐ Parent/Guardian

☐ Parent/Non-Guardian

☐ Trustee

☐ Representative Payee

☐ Legally Authorized Representative

☐ Responsible Party

☐ Conservator

☐ Power of Attorney (POA)

☐ Surrogate Decision-maker for health care decisions (DPOA)

☐ Partner of parent

☐ Stepparent

☐ Other relative

☐ Friend

☐ Advocate

☐ Other

Other:

How often does the individual have contact with this individual?

☐ Daily

☐ Weekly

☐ Monthly

☐ Semi-annually

☐ Annually

☐ No contact

Others Individual Wants Present at Assessment and Decision Support

Name:

What is the relationship to the person seeking supports?

- ☐ Spouse/Guardian
- ☐ Child or Child-in-law
- ☐ Parent/Guardian
- ☐ Parent/Non-guardian
- ☐ Guardian (Non-Parental)
- ☐ Partner/Significant Other
- ☐ Other relative
- ☐ Friend
- ☐ Neighbor
- ☐ Advocate
- ☐ Service/Provider Agency
- ☐ Other

Describe other relationship to person seeking supports:

Telephone Number:

Comments:

Others Individual Wants Present at Assessment & Decision Support

Name:

What is the relationship to the person seeking supports?

- ☐ Spouse/Guardian
- ☐ Child or Child-in-law
- ☐ Parent/Guardian
- ☐ Parent/Non-guardian
- ☐ Guardian (Non-Parental)
- ☐ Partner/Significant Other
- ☐ Other relative
- ☐ Friend
- ☐ Neighbor
- ☐ Advocate
- ☐ Service/Provider Agency
- ☐ Other

Describe other relationship to person seeking supports:

Telephone Number:

Intake Outcomes and Referrals

- Notify the case manager if the individual has not received Home and Community Based Services (HCBS) in accordance with the service plan.
- Notify the case manager of any changes in care needs and/or problems with services.
- Notify the case manager of any changes that may affect Medicaid eligibility.
- Notify the case manager of any critical incidents that the individual may experience or witness.
- Work with the case manager to ensure that responses and goals that are developed reflect the individual's preferences and objectives.

Assessor Roles and Responsibilities

- Coordinate needed services.
- Communicate with service providers regarding service delivery and concerns.
- Review and revise services, as necessary.
- Notify clients regarding any change in services.
- Notify clients when services are denied, suspended, terminated, or reduced.
- Document, report, and resolve client complaints and concerns.
- Report abuse, neglect, mistreatment, and exploitation to the appropriate authority.
- Provide individual with the critical incident definition and explain process of notifying case manager of critical incidents that occur.

Outcome:

- ☐ Assessment scheduled
- ☐ Assessment needs to be scheduled
- ☐ Assessment pending documentation of Health First Colorado (Medicaid) application
- ☐ DD Determination process started
- ☐ Expedited functional eligibility determination
- ☐ Information and referral only - no assessment
- ☐ Other action

Other action, describe:

Assessor went over roles and responsibilities with individual?

☐ Yes

Referral(s) provided:

- ☐ None
- ☐ 911
- ☐ Additional Support Making Decisions
- ☐ Advocacy organization/Services
- ☐ Appropriate Case Management Agency
- ☐ Crisis services
- ☐ Child or Adult Protection Services
- ☐ Colorado Legal Services
- ☐ Early intervention/Child Find
- ☐ Housing assistance
- ☐ Assistance with completing Health First Colorado (Medicaid) application
- ☐ Mental Health Center/BHO
- ☐ Regional Accountable Entity (RAE)
- ☐ Center for Independent Living (CIL)
- ☐ Area Agency on Aging (AAA)



COLORADO

Department of Health Care
Policy & Financing

Assessment/Support Plans: LTC Level of Care Eligibility Assessment (Legacy ULTC 100.2)

Member Information

Last Name:

First Name:

M.I.:

Medicaid ID#:

Date of Birth:

Mailing Address:

Assessment Information

Assessment Date:

Date Verified:

Date Completed:

Event Type:

- ☐ 6 Month Review
- ☐ Appeal - Decision Overturned
- ☐ Continued Stay Review
- ☐ DI - De-institutionalization
- ☐ Initial Review
- ☐ Nursing Facility Transfer
- ☐ Reverse DI - De-institutionalization
- ☐ Unscheduled Review
- ☐ Waitlist

Potential Programs:

- ☐ Children's Extensive Support Waiver (CES)
- ☐ Brain Injury (BI)
- ☐ Children's Habilitation Residential Program Waiver (CHRP)
- ☐ Children's Home & Community Based Services Waiver (CHCBS)
- ☐ Children with Life Limiting Illness (CLLI)
- ☐ Community Mental Health Supports Waiver (CMHS)
- ☐ Complementary and Integrative Health (CIH) Waiver
- ☐ Developmental Disabilities Waiver (DD)
- ☐ Elderly, Blind & Disabled Waiver (EBD)
- ☐ Family Support Services Program (FSSP)
- ☐ Home Care Allowance (HCA)
- ☐ Hospital Back Up Plan (HBU)
- ☐ Intermediate Care Facility/Intellectual/Developmental Disability (ICF/IID)
- ☐ Long Term Care Pending
- ☐ Long Term Home Health (LTHH)
- ☐ Supported Living Services Waiver (SLS)
- ☐ Nursing Facility
- ☐ Nursing Facility OBRA Specialized Services
- ☐ PACE

Mental Health

- ☐ Delusional
- ☐ Hallucinations
- ☐ Lack of Motivation/Apathy
- ☐ Paranoia
- ☐ N/A

Comments - Bathing

There has been no change in the client's functional level since the last assessment was performed.

- ☐ Yes
- ☐ No

Dressing

Definition: The ability to dress and undress as necessary. This includes the ability to put on prostheses, braces, anti-embolism hose or other assistive devices and includes fine motor coordination for buttons and zippers. Includes choice of appropriate clothing for the weather. Difficulties with a zipper or buttons at the back of a dress or blouse do not constitute a functional deficit.

ADL Score Criteria

- ☐ 0 - The member is independent in completing the activity safely.
- ☐ 1 - The member can dress and undress, with or without assistive devices, but may need to be reminded or supervised to do so on some days.
- ☐ 2 - The member needs significant verbal or physical assistance to complete dressing or undressing, within a reasonable amount of time.
- ☐ 3 - The member is totally dependent on others for dressing and undressing.

Due To: (Score must be justified through one or more of the following conditions)

Physical Impairment

- ☐ Amputation
- ☐ Balance Problems
- ☐ Decreased Endurance
- ☐ Falls
- ☐ Limited Range of Motion
- ☐ Muscle Tone
- ☐ Neurological Impairment
- ☐ Open Wound
- ☐ Oxygen Use
- ☐ Pain
- ☐ Paralysis
- ☐ Sensory Impairment
- ☐ Shortness of Breath
- ☐ Stoma Site
- ☐ Weakness
- ☐ N/A

Supervision

- ☐ Behavior Issues
- ☐ Cognitive Impairment
- ☐ Difficulty Learning
- ☐ Lack of Awareness

- ☐ Sensory Impairment
- ☐ Shortness of Breath
- ☐ Weakness
- ☐ N/A

Supervision

- ☐ Behavior Issues
- ☐ Cognitive Impairment
- ☐ Difficulty Learning
- ☐ Lack of Awareness
- ☐ Memory Impairment
- ☐ Seizures
- ☐ N/A

Mental Health

- ☐ Delusional
- ☐ Hallucinations
- ☐ Lack of Motivation/Apathy
- ☐ Paranoia
- ☐ N/A

Comments - Toileting

There has been no change in the client's functional level since the last assessment was performed.

- ☐ Yes
- ☐ No

Mobility

Definition: The ability to move between locations in the individual's living environment inside and outside the home. Note: Score member's mobility without regard to use of equipment other than the use of prosthesis.

ADL Score Criteria

- ☐ 0 - The member is independent in completing the activity safely.
- ☐ 1 - The member is mobile in their own home but may need assistance outside the home.
- ☐ 2 - The member is not safe to ambulate or move between locations alone; needs regular cueing, stand-by assistance, or hands on assistance for safety both in the home and outside the home.
- ☐ 3 - The member is dependent on others for all mobility.

Due To: (Score must be justified through one or more of the following conditions)

Physical Impairment

- ☐ Amputation
- ☐ Balance Problems
- ☐ Decreased Endurance
- ☐ Fine Motor Impairment
- ☐ Gross Motor Impairment
- ☐ Limited Range of Motion
- ☐ Muscle Tone
- ☐ Neurological Impairment
- ☐ Oxygen Use
- ☐ Pain

- ☐ Pain
- ☐ Paralysis
- ☐ Sensory Impairment
- ☐ Shortness of Breath
- ☐ Weakness
- ☐ N/A

Supervision

- ☐ Behavior Issues
- ☐ Cognitive Impairment
- ☐ Difficulty Learning
- ☐ Lack of Awareness
- ☐ Memory Impairment
- ☐ Seizures
- ☐ N/A

Mental Health

- ☐ Delusional
- ☐ Hallucinations
- ☐ Lack of Motivation/Apathy
- ☐ Paranoia
- ☐ N/A

Comments - Transferring

There has been no change in the client's functional level since the last assessment was performed.

- ☐ Yes
- ☐ No

Eating

Definition: The ability to eat and drink using routine or adaptive utensils. This also includes the ability to cut, chew and swallow food. Note: If a person is fed via tube feedings or intravenously, check box 0 if they can do independently, or box 1, 2, or 3 if they require another person to assist.

ADL Score Criteria

- ☐ 0 - The member is independent in completing the activity safely.
- ☐ 1 - The member can feed self, chew and swallow foods but may need reminding to maintain adequate intake; may need food cut up; can feed self if food brought to them, with or without adaptive feeding equipment.
- ☐ 2 - The member can feed self but needs line of sight standby assistance for frequent gagging, choking, swallowing difficulty; or aspiration resulting in the need for medical intervention. The member needs reminder/assistance with adaptive feeding equipment; or must be fed some or all food by mouth by another person.
- ☐ 3 - The member must be totally fed by another person; must be fed by another person by stomach tube or venous access.

Due To: (Score must be justified through one or more of the following conditions)

Physical Impairment

- ☐ Amputation
- ☐ Aspiration

- ☐ 2 - The member exhibits inappropriate behaviors that put self, others or property at risk. The member frequently requires more than verbal redirection to interrupt inappropriate behaviors.
- ☐ 3 - The member exhibits behaviors resulting in physical harm to self or others. The member requires extensive supervision to prevent physical harm to self or others.

Due To: (Score must be justified through one or more of the following conditions)

Physical Impairment

- ☐ Acute Illness
- ☐ Choking
- ☐ Chronic Medical Condition
- ☐ Communication Impairment (does not include ability to speak English)
- ☐ Neurological Impairment
- ☐ Pain
- ☐ Sensory Impairment
- ☐ N/A

Mental Health

- ☐ Delusional
- ☐ Hallucinations
- ☐ Lack of Motivation/Apathy
- ☐ Mood Instability
- ☐ Paranoia
- ☐ N/A

Supervision Needs

- ☐ Aggressive Behavior
- ☐ Agitation
- ☐ Cognitive Impairment
- ☐ Constant Vocalization
- ☐ Difficulty Learning
- ☐ Disassociation
- ☐ Disruptive to Others
- ☐ Impaired Judgment
- ☐ Medication Management
- ☐ Memory Impairment
- ☐ Memory Loss-Long Term
- ☐ Memory Loss-Short Term
- ☐ Seizures
- ☐ Self-Neglect
- ☐ Self-Injurious Behavior
- ☐ Sleep Deprivation
- ☐ Verbal Abusiveness
- ☐ Wandering
- ☐ N/A

Comments - Supervision Behavior

There has been no change in the client's functional level since the last assessment was performed.

Comments - Supervision Memory

There has been no change in the client's functional level since the last assessment was performed.

☐ Yes

☐ No

Level of Care Determination

To qualify for Medicaid long-term care services, the recipient/applicant must have deficits in 2 of 6 Activities of Daily Living, ADLs. A deficit is defined by a score of 2 or higher in a ADL area or requires at least a moderate score of 2 or higher in Behaviors or Memory/Cognition under Supervision.

Client Meets Level of Care?

☐ Yes

☐ No

Is there a Professional Medical Information page supporting need for HCBS?

☐ Yes

☐ No

If yes, complete the following sections:

Type of Medical Provider

☐ Home Health

☐ Hospice

☐ Hospital

☐ Mental Health

☐ Nurse Practitioner

☐ Nursing Facility

☐ Physician

☐ Physician Assistant

☐ Physician on PMIP

☐ Therapists

Medical Provider Name:

Medical Provider's Title:

Provider Address:

City:

State:

Zip Code:

Provider Phone Number:

Person Completing Form:

Person's Title Completing Form:

Medical Professional Who Signed Form:

Medical Professional's Title Who Signed Form

Date Information Complete (PMIP Date)

Programs Information

Target Group

- ☐ Brain Injury (16-64)
- ☐ Developmental Disability/MR
- ☐ Frail Elderly (65+)
- ☐ Pediatric (<13)
- ☐ Physically Disabled (13-17)
- ☐ Physically Disabled (18-64)

Program Approval

- ☐ HCBS
- ☐ CCT - Legacy Only
- ☐ HBU
- ☐ ICF/IID
- ☐ Home Connections - Legacy Only
- ☐ NF
- ☐ PACE
- ☐ LTHH Only

Program:

Wait List Start Date

Additional Program Information

Open End Date for Nursing Facility, PACE, or ICF/IID Cases

- ☐ Yes
- ☐ No

SEP, CCB, PACE, ICF/IID or NF name:

Date Admitted to Nursing Facility or ICF/IID

Medical**Diet**

Diet Order Description:

Diet Source

- ☐ PMIP
- ☐ Other Source

Other, specify:

Institutionalization

☐ Unknown

☐ Other

Other, specify:

Assessment Demographics

Demographics

Location of Assessment:

☐ Applicant's Private Residence/Home

☐ Nursing Home

☐ Hospital/Other Health Care Facility

☐ Assisted Living

☐ Agency Office

☐ Relative's Home

☐ Telephone

☐ Other

Other, specify:

Present at Interview:

☐ Applicant Only

☐ Caregiver(s) Only

☐ Applicant and Caregiver(s)

☐ Applicant and Others

☐ Other

Other, specify:

Most of the interview information was provided by:

☐ Applicant

☐ Caregiver

☐ Medical Record

☐ Facility Staff

☐ All of the above

☐ Other

Living Environment:

☐ Safe

☐ Safe with feasible modifications

☐ Services cannot be delivered here

☐ Client needs to move so services can be delivered

☐ Client needs to move to a safer environment

☐ Special home assessment needed

☐ Unknown

PROWERS COUNTY PUBLIC HEALTH/CMA

CONFIDENTIALITY

NOTICE OF PRIVACY PRACTICES

Policy/Procedure: 8.606.1

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY
BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS
INFORMATION.
PLEASE REVIEW IT CAREFULLY.

This privacy notice is required by new federal regulation, signed into law in 1996 known as the Health Insurance Portability and Accountability Act. (HIPAA).

This notice will tell you how Prowers County Public Health/Case Management Agency (PCPH/CMA) may use and disclose protected health information about you. Protected Health Information (PHI) means any health information about you that identifies you or for which there is a reasonable basis to believe the information can be used to identify you. In the header above, that information is referred to as "medical information." In this notice, all protected health information will be called "health information, or PHI."

This notice also will tell you about your rights and PCPH/CMA duties with respect to health information about you. In addition, it will tell you how to complain to PCPH/CMA if you believe we have violated your privacy rights.

Right to Change Notice of Privacy Practices.

PCPH/CMA reserves the right to change this Notice of Privacy Practices. PCPH/CMA reserves the right to make the new notice's provisions effective for all health information that PCPH/CMA maintains, including information created or received by SDS prior to the effective date of the new notice.

HOW PCPH/CMA MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION.

PCPH/CMA has policy's in effect concerning Confidential Information, Master Records and Access to Information. These policies outline practices that PCPH/CMA will continue in addition to this Privacy Notice.

For Payment. PCPH/CMA may use and disclose PHI about you so we can be paid for the service provides. This can include billing a third-party payer, such as Medicaid or other state agency (for example, Developmental Disabilities Services); needs to provide the state Medicaid program and billing agent information. PCPH/CMA also may need to

PROWERS COUNTY PUBLIC HEALTH/CMA

CONFIDENTIALITY

How PCPH/CMA will Contact You. Unless you indicate otherwise, PCPH/CMA will contact you either by mail or telephone at your home or workplace. At either location, PCPH/CMA may leave messages on the answering machine or voice mail. If you wish for PCPH/CMA to communicate with you in a certain way, or at a certain location, you should complete a Request for Confidential Communications form available from your Case Manager.

Disclosures to Family and Others. With written authorization, PCPH/CMA will disclose PHI about you to parents, family members, relatives or any other person identified by you. The information disclosed will be relevant to that person's involvement with you. The information disclosed will be relevant to that person's involvement with the services and supports you receive or payment for those services and supports.

Other Uses and Disclosures. Other uses and disclosures will be made only with your written authorization. You may revoke such an authorization at any time by notifying your Case Manager in writing of your desire to withdraw the authorization.

YOUR RIGHTS RELATED TO YOUR PROTECTED HEALTH INFORMATION

Right to Request Restrictions. You have the right to ask PCPH/CMA to limit how we use and disclose your PHI, for treatment, payment, or health care operations as long as you are not asking PCPH/CMA to limit uses and disclosures that PCPH/CMA is required or authorized to make, or to place limits on any of the disclosures described above. Requests for restrictions must be submitted in writing to the Privacy Officer at PCPH/CMA.

Right to Choose How We Communicate with You. You have the right to ask that PCPH/CMA send information to you at a specific address, (at work rather than at home) or in a specific manner (regular mail, or never by telephone). PCPH/CMA will agree to your request as long as it would not be disruptive to our operations to do so. You must make any such request in writing, addressed to the Privacy Officer.

Right to See and Obtain a Copy of your Protected Health Information. You may look and obtain a copy of your PHI. Your Case Manager will assist you in this process.

Right to Amend or Update your Protected Health Information. If you believe the PHI that PCPH/CMA has about you is complete or incorrect, you may ask PCPH/CMA to amend it. Any such request must be made in writing addressed to the Privacy Officer. You must tell PCPH/CMA why you think the amendment is appropriate. PCPH/CMA will act on your request with 60 days and will inform you in writing as to whether the amendment will be made or denied. If we agree to the amendment, PCPH/CMA will ask you who needs to be notified of the amendment. PCPH/CMA will deny your request if you ask to amend information that (a) was not created by PCPH/CMA, (b) is not part of the PHI that PCPH/CMA keeps about you, (c) is not part of the PHI you are allowed to see and copy, or (d) is determined by PCPH/CMA to be accurate and complete. If



Prowers County
Public Health & Environment
1001 South Main, Lamar, CO 81052

HIPAA Notice of Privacy Practices

Effective Date: April 14, 2003

This notice describes how health information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

If you have any questions about this notice, please contact Jo Lynn Idler, Privacy Officer at 719-336-8721

WHO WILL FOLLOW THIS NOTICE

WIC, SENFP, OLTC, HCP, Prenatal Program, Immunization Program, School Nursing, Child Care Consultation and other programs that may apply.

This notice describes our privacy practices.

All these entities, sites, and locations follow the terms of this notice. In addition, these entities, sites, and locations may share health information with each other for treatment, payment, or health care operations purposes described in this notice.

OUR PLEDGE REGARDING HEALTH INFORMATION:

We understand that health information about you and your health care is personal. We are committed to protecting health information about you. We create a record of the care and services you receive from us. We need this record to provide you with quality care and to comply with certain legal requirements. This notice applies to all of the records of your care generated by this public health office, made by your public health nurse or others working in this office. This notice will tell you about the ways in which we may use and disclose health information about you. We also describe your rights to

the health information we keep about you, and describe certain obligations we have regarding the use and disclosure of your health information.

We are required by law to:

- Make sure that health information that identifies you is kept private
- Give you this notice of our legal duties and privacy practices with respect to health information about you.
- Follow the terms of the notice that is currently in effect.

HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU

The following categories describe different ways that we use and disclose health information:

For each category of uses or disclosures we will explain what we mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

For Treatment: We may use health information about you to provide you with health care treatment or services. We may disclose health information about you to doctors, nurses, technicians, health students, or other personnel who are involved in taking care of you. They may work at our offices, at the hospital, or at another doctor's office, lab, pharmacy, or other health care provider to whom we may refer you for consultation, to take x-rays, to perform lab tests, to have prescriptions filled, or for other treatment purposes. We may also disclose health information about you to an entity assisting in a disaster relief effort so that your family can be notified about your condition, status and location.

For Payment: We may use and disclose health information about you so that the treatment and services you receive from us may be billed to and payment collected from you, an insurance company, or a third party. For example, we may need to give your health plan information about your office visit so your health plan will pay us or reimburse you for the visit. We may also tell

your health plan about a treatment you are going to receive to obtain prior approval or to determine whether your plan will cover the treatment.

For Health Care Operations: We may use and disclose health information about you for operations of our health care practice. These uses and disclosures are necessary to run our agency and make sure that all of our clients receive quality care. For example, we may use health information to review our treatment and services and to evaluate the performance of our staff in caring for you. We may also combine health information about many patients to decide what additional services we should offer, what services are not needed, whether certain new treatments are effective, or to compare how we are doing with others and to see where we can make improvements. We may remove information that identifies you from this set of health information so others may use it to study health care delivery without knowing the identity of our specific patients.

As Required by Law: We will disclose health information about you when required to do so by federal, state, or local law.

To Avert a Serious Threat to Health or Safety: We may use and disclose health information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.

Military and Veterans: If you are a member of the armed forces or separated/ discharged from military services, we may release health information about you as required by military command authorities or the Department of Veterans Affairs as may be applicable. We may also release health information about foreign military personnel to the appropriate foreign military authorities.

Workers' Compensation: We may release health information about you for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

Public Health Risks: We may disclose health information about you for public health activities.

These activities generally include the following:

- To prevent or control disease, injury or disability
- To report births and deaths
- To report child abuse or neglect
- To report reactions to medications or problems with products.
- To notify people of recalls of products they may be using.
- To notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition.
- To notify the appropriate government authority if we believe a patient has been the victim of abuse, neglect, or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.

Health Oversight Activities: We may disclose health information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

Lawsuits and Disputes: If you are involved in a lawsuit or a dispute, we may disclose health information about you in response to a court or administrative order. We may also disclose health information about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

Law Enforcement: We may release health information if asked to do so by a law enforcement official:

- In response to a court order, subpoena, warrant, summons or similar process
- To identify or locate a suspect, fugitive, material witness, or missing person

PROWERS COUNTY PUBLIC HEALTH/CMA
LONG TERM CARE OF ACTION

Case
Mgmt.

Policy/Procedure:

All individuals who are receiving services through a waiver will be made aware of their appeal rights and will be notified of any change in service as required by, 10 CCR 2505-10, 8.500.15(A), 8.500.106(A) and 8.503.160(A).

INDIVIDUAL RIGHTS/APPEAL RIGHTS

8.500.15. A 8.500.16

Individual rights shall be in accordance with 27-10.5-101 C.R.S. *et seq.*

Notice of the proposed action will be provided by PCPH/CMA. The notice shall contain:

- A statement of the intended action by the Department, its designee or PCPH/CMA
- The reasons for the intended actions
- The specific regulations or change in federal or state law that requires the action
- An explanation of
 - An individual's right to request an evidentiary hearing if available; or
 - In cases of an action based on a change in law, the circumstances under which a hearing will be granted.
- The method by which an individual may obtain a hearing
- That the individual may represent himself/herself or use legal counsel, a relative, friend or other spokesman at the hearing
- An explanation of the circumstances under which Medicaid is continued if a hearing is requested

The Notice of Action shall be mailed at least ten (11) days before the date of the intended action in circumstances noted below;

- There is a clear verbal or written statement signed by a client, the parent(s) of a minor, or the client's legal guardian or authorized representative, if appropriate, that:
 - The client no longer wants services; or
 - the client gives information that requires termination or reductions of services and supports and indicates that he/she understands this must be the result of supplying that information;
 - the client has been admitted to an institution where he or she is ineligible for further services
 - the client's whereabouts are unknown and the post office returns agency mail directed to him/her indicating no forwarding address
 - the client has been accepted for Medicaid services by another state
 - a change in the level of medical care is prescribed by the client's physician and the level of care cannot be provided by PCPH/CMA; or
 - the notice involves an adverse determination made with regard to the preadmission screening requirements
 - HCPF, its designee or PCPH/CMA has facts indicating that action should be taken because of probable fraud by the client; and the facts have been verified, if possible, through secondary sources
 - An applicant had been determined to be eligible for services

3. A service plan or waiver service exceeds the limits as set forth in the federally-approved waiver,
4. The client or client representative has failed to schedule an appointment for the functional needs assessment, service plan, or six (6) month visit with the case manager two (2) times in a thirty (30) day consecutive period.
5. The client or client representative has failed to keep three (3) scheduled assessment appointments within a consecutive thirty (30) day period,
6. The client enrolls in a different LTC program, or
7. The client moves out of state. The client shall be discontinued effective upon the day after the date of the move.
 - a. A client who leaves the state on a temporary basis, with intent to return to Colorado, according to Income Maintenance Staff Manual at 9 CCR 2503-1, Section 3.140.2, shall not be terminated unless one or more of the clients eligibility criteria are no longer met.
8. The client voluntarily withdraws from the waiver program. The client shall be terminated from the waiver effective upon the day after the date on which the client's request is documented.

8.500.16 G

PCPH/CMA shall not send the LTC notice of action form when the basis for termination is death of the client, but shall document the event in the client record. The date of action shall be the day after the date of death.

Enter letter date

Enter First Name Enter Last Name

State/Medicaid ID: Enter number

Enter Address

Enter City, Enter State Enter Zip Code

Your Long-Term Care Application Status

Dear Enter First Name Last Name,

As of Enter Action Date (Letter Date + 11 days), you have been Enter Approval Status for Enter Program Name.

This decision was made because Select Reason. The state rule that applies to this decision is 10 CCR 2505-10 Section Enter Rule Section.

You have the right to appeal this decision if you disagree with it. Instructions for how to appeal are on the next page.

If you have questions, please call Enter Case Management Agency Name at Enter Phone Number.

Sincerely,

Enter Case Management Agency Name

Case Manager Signature: _____

Supervisor Signature: _____

If you think you have been treated unfairly

The Colorado Department of Health Care Policy & Financing does not discriminate on the basis of race, color, ethnic or national origin, ancestry, age, sex, gender, gender identity and expression, sexual orientation, marital status, religion, creed, political beliefs or disability in any of its programs, services, and activities.

To file a discrimination complaint or request free disability or language aids and services, contact the Colorado Department of Health Care Policy & Financing, 504/ADA Coordinator:

- US Mail: 303 E. 17th Avenue, Suite 1100, Denver, CO 80203
- Phone: 303-866-6010 or state relay 711
- Fax: 303-866-2828
- Email: hcpf504ada@state.co.us

You can also file a civil rights complaint with the U.S. Department of Health and Human Services Office for Civil Rights:

- Complaint Portal: ocrportal.hhs.gov/ocr/cp/complaint_frontpage.jsf
- Complaint Forms: hhs.gov/civil-rights/filing-a-complaint/index.html
- US Mail: 1961 Stout Street, Room 08-148, Denver, CO 80294
- Phone: 800-368-1019, TDD: 800-537-7697
- Fax: 202-619-3818

The Case Management Agency shall be required by federal or state statute or by mission statement, by-laws, articles of incorporation, contracts, or rules and regulations which govern the agency, to comply with Health Care Policy and Financing standards.

Policy/Procedure:

All individuals who are receiving services through a waiver will be made aware of their appeal rights and will be notified of any change in service as required by Sections 25.5-10233-230 C.R.S.

Individual Rights:

803 Forms:

Notice of the proposed action will be provided using the CCM 803 form. The notice shall contain:

A statement of the intended action by the Department

The reasons for the intended actions

The specific regulations or change in federal or state law that requires the action

An explanation of

An individual's right to request an evidentiary hearing if available; or
in cases of an action based on a change in law, circumstances
under which a hearing will be granted.

The method by which an individual may obtain a hearing

That the individual may represent himself/herself or use legal counsel, a relative, friend or other spokesman at the hearing.

An explanation of the circumstances under which Medicaid is continued if a hearing is requested.

The 803 notice shall be mailed at least ten (10) days before the date of the intended action in circumstances noted below;

There is a clear verbal or written statement signed by a client, the parent(s) of a minor, or the client's legal guardian or authorized representative, if appropriate, that:

1.10 Communication with Clients:

1. General communication:

- a. Communication with PCPH&E/CMA clients will be conducted through their assigned case manager and shall be conducted via the method preferred by the client, whenever possible (telephone, e-mail, US mail, etc.).
- b. In the event that their assigned case manager is unavailable and communication with the client is still necessary, communication will be conducted by the case manager's supervisor, an alternate case manager, and/or director.
- c. All clients have been provided with their case manager's cell phone number and main CMA number. All calls are answered live (during business hours) should any client be unable to contact their case manager when needed, their call can be redirected at that time to the appropriate supervisor, alternate case manager, and/or director depending on the nature of the call.
- d. If a call is missed during business hours the call will be returned the same business day. After hour calls will be returned the next business day.
- e. In the event that the client requires the assistance of an interpreter for communication with the case manager, staff is available to assist clients who speak Spanish. All other languages will be interpreted through the assistance of an outside interpretation agency and/or the language line.

2. Mass communication:

- a. Communication of information involving multiple or all clients will be conducted by means of mass mailing to ensure consistency in the message delivered. Examples of mass communication needs include, but are not limited to, the following:
 - i. New case manager assignment
 - ii. Changes in PCPH&E/CMA address, phone number, etc.
 - iii. Changes to required forms and/or procedures impacting all clients
 - iv. CDASS rate revisions

3. Communication with family members, designated representatives and/or other interested parties:

- a. Client consent will be taken into consideration in advance of communicating with family members, friends or others involved in client's care.
- b. Appropriate documentation of designated representatives will be kept on file including, but not limited to, paperwork assigning guardianship, conservatorship, general and/or medical power of attorney and individual designated representation.

4. Communication of changes to services and/or methods for receiving services:

- a. Communication of changes to services including type, frequency, duration, and service delivery method will be completed by the assigned case manager and/or their supervisor directly with the client (and/or their designated representative).
- b. Communication of service changes will be conducted via phone or face-to-face visit and will be documented as a revision to the client's service plan.
- c. A copy of the service plan will be sent to the impacted client and will outline all current services, the changes being made, appeal rights and the client's roles and responsibilities.
- d. Communication of service denials, discontinuations and/or reductions will be completed via a notice of service status utilizing the Department's prescribed form/method for communicating such actions (currently the LTC 803-Long Term Care Waiver Program Notice of Action).

5. Communication during urgent/crisis situations:

- a. Client urgent/crisis communication – In the event that an urgent or crisis situation arises in the midst of communication with a PCPH&E/CMA client, appropriate procedures will be followed.
 - i. In instances of suicidal/homicidal ideation, the CMA staff member communicating with the client will attempt to find leadership staff to assist with the call and/or connect the member/client with Colorado Crisis Services (844-493-255), for additional intervention.
 - ii. In instances of medical emergencies, the CMA staff communicating with the client will dial 911 to assist.
 - iii. For other urgent/crisis situations not requiring outside emergency agency assistance, CMA staff will attempt to contact individuals authorized by the client including provider agencies, if necessary.
- b. PCPH&E/CMA urgent/crisis communication – In the event of an urgent or crisis situation within PCPH&E/CMA that impacts clients, appropriate procedures will be followed and communication of the event and the impact to clients will be sent out via any available method. Updates regarding the event and impact will be sent as needed and available.

6. Process for accelerating internal approval for CMA Client:

- a. Any case requiring accelerated assessment, eligibility determination and assignment may be identified by CMA case manager and approved by appropriate supervisor and/or director.
- b. The case will be immediately assigned to a case manager to conduct an assessment and any necessary follow up as soon as possible.
- c. Once the determination of approval is made, the certification will be sent to the appropriate County Department of Human Services (DHS) identifying the case as priority. As needed, follow up calls or face-to-face check-ins will be completed with the DHS Supervisor as to the

c. status of the case. Additional follow up will be completed until DHS determination is received.

Policy/Procedure: 8.604.1:

A person receiving services has the same legal rights and responsibilities guaranteed to all other Individuals under the federal and state constitutions and federal and state laws including, but not Limited to, those contained in Section 25.5-10, C.R.S., unless such rights are modified pursuant to state Or federal law.

These rights are mandated by Colorado Statute (25.5-10 C.R.S) and any agency providing services to persons with developmental disabilities is responsible to protect these rights.

- **The right to an individual plan.**
- **The right to medical care and treatment.**
- **The right to humane care and treatment.**
- **The right to religious belief practice and worship.**
- **The right to communication and visits.**
- **The right to fair employment practices.**
- **The right to vote.**
- **The right to a record.**
- **The right to personal property.**
- **The right to establish a committee to represent their interests and influence the agency.**
- **The right to notification.**
- **The right to be free of discrimination.**
- **The right to give consent for treatment.**
- **The right to have any mistreatment, abuse or neglect investigated.**
- **Sterilization**

Procedural Requirements

8.604.2

- A. All consumers receiving services through PCPH/CMA will receive a copy of the "Your Rights" pamphlet upon entry into services, and annually at the time of their IP. Innovations will ensure that the consumer or their guardian (if applicable) signs the "Rights Acknowledgement" upon receipt of this information.
- B. When the rights are presented at the IP meeting, PCPH/CMA representatives will discuss the information with the consumer in a way that is best understood by the individual. This information may be delivered in one or more of the following manners: verbally, in writing, in the consumer's native language, or by other means of communication that may enable the person to better understand what is being presented.
- C. PCPH/CMA Employees will be made aware of the rights of persons receiving services and procedures for safeguarding these rights.
- D. PCPH/CMA employees shall provide ongoing instruction and assistance to individuals receiving services in how to exercise their rights and their responsibilities.
- E. In the case where a rights limitation is warranted, PCPH/CMA staff and providers will ensure that the appropriate due process tasks are completed, as noted below.

- a. The person assigned case management responsibility pursuant to section 8.607.1.E, must be notified of the right(s) suspension within 24 hours;
 - b. The suspended right(s) shall be specifically explained to the individual and notice as defined in section 8.600.4, sent to the appropriate parties within 24 hours of the suspension of the right(s); and,
 - c. Immediately initiate the provisions of section 8.604.3.A. 2 through 4.
- B. Suspension from Services and Supports
1. The community centered board shall ensure that an interdisciplinary team is convened, to review the cause for suspension and to revise the Individualized Plan. If the suspension is part of a restrictive program meeting requirements of section 8.608.2 such a meeting may not be necessary.
 2. Provisions for temporary suspension of specific services or supports received by an individual may be made if, in the opinion of the community centered board, program approved service agency or regional center, a person receiving services has demonstrated a serious physical threat to the health or safety of the person or others and such is necessary to protect the health or safety of the person or others.
 3. Suspension is considered temporary in nature, may not be used to effect termination from services or supports, and must be fully documented in the record of the person receiving services including provisions of when original services or supports will resume.
 4. Suspension of specific services or supports received by an individual shall not relieve the community centered board, program approved service agency or regional center of responsibility to provide case management services, modified services or supports that may be provided in an alternative setting, and continued habilitation and planning to facilitate the person's return to the original services or supports, if appropriate.
 5. Services and supports may not be suspended if such suspension would place such person at risk of loss of a place of abode.
 6. The Department may authorize suspension of services or supports pending the outcome of a dispute resolution process on termination and enter orders regarding the responsibility to provide alternative services during this time period. The program approved service agency or community centered board may request such authorization by following the process for emergency proceedings outlined at section 8.605.4.

Policy/Procedure: 8.500 HOME AND COMMUNITY BASED SERVICES FOR INDIVIDUALS WITH INTELLECTUAL OR DEVELOPMENTAL DISABILITIES (HCBS-DD) WAIVER

8.509.30.

Based upon the information gathered on the Intake Form, the case manager shall determine the appropriateness of a referral for a comprehensive uniform long term care client assessment (CCM), and shall explain the reasons for the decision on the intake form. The client shall be informed of the right to request an assessment if the client disagrees with the case manager's decision. If the case management agency has determined that a comprehensive uniform long term care client assessment is needed, or if the client requests an assessment, a case manager shall be assigned to schedule the assessment.

A functional eligibility assessment-using the current assessment approved by the Department- will be completed in the family home for all persons. The case management assistant will contact the individual, guardian or authorized representative to set up a date and time for the assessment to take place. This appointment will take place within the individual's home and the individual must be present for this assessment. The Case manager will begin and complete the assessment within ten (10) days of notification of client's need for assessment.

The case manager shall complete the following activities for a comprehensive client assessment

- Obtain all required information from the client's medical provider including information for a target group determination
- Determine the client's functional capacity during a face to face interview, preferably with the observation of the client in his or her own residential setting;
- Determine the ability and appropriateness of the client's caregiver, family and other collateral, to provide the client assistance in activities of daily living;
- Determine the client's service needs, including the client's need for services not provided under HCBS-CMHS;
- If the client is a resident of a nursing home. Determine the feasibility of deinstitutionalization;
 - To deinstitutionalize a client who is in a nursing facility under payment by Medicaid, and with a current CCM completion date of six (6) months or older, the case manager shall complete a new CCM and determine if the client continues to meet nursing facility level of care. The nursing facility staff shall notify the agency of the planned date of discharge and shall assign a new length of stay for HCBS if eligibility criteria are met. If a client leaves a nursing facility, and no one has notified the agency of the client's intent to apply for HCBS-CMHS, the case manager must obtain a new CCM and the client shall be treated as an applicant from the community rather than as a de-institutionalized client.
- Review service options based on the client's needs, the potential funding sources and the availability of resources
- Explore the client's eligibility for publicly funded programs based on the eligibility criteria for each program, in accordance with state rules;
- View and document the current Assisted Living Residence license, if the client lives, or plans to live, in a congregate facility as defined at section 8.509.14 in order to assure compliance with the regulation at section 5.509.11.B.

Family Support and Services Program (FSSP)

Guide to Accessing Funding

Important information about FSSP Funding:

- We receive an allocation each year from the state. Based on that allocation funding is established for each enrolled individual based on their current Most in Need Assessment Score (MINA). Depending on the funding we receive from the state the amount of funding to each person can change from year to year.
- All items and services must be directly related to the individual's disability and be habilitative to the disability.
- All services and items will require a written letter of recommendation from a licensed professional (Therapist or MD) except respite, medical and dental copays (extensive dental work will require a copy of the treatment plan). These recommendations must state what is needed, how that relates specifically to the individual's Intellectual or Developmental Disability and how it is expected to be habilitative to the individual's needs and other attempts to meet the need.
- FSSP cannot fund age typical needs, even with a recommendation letter. For example, no age-appropriate games or puzzles, sippy cups for toddlers, non-adaptive bicycles, or roller skates.
- Goods or services purchased with the use for FSSP funding must be the most cost-effective means to meet the needs, meaning the least expensive means to meet the need. All request will be reviewed for cost effectiveness and the lowest cost option must be selected for use of FSSP funding.
- For any funding that is advanced receipts must be received before any more funding can be authorized. Failure to submit receipts by June 30th of the fiscal year may result in not being allotted any funding for the following fiscal year.
- All goods and/or services must be purchased or provided during the fiscal year beginning July 1st and ending June 30th. Reimbursement of goods and/or services can only be considered within the current fiscal year. **You are asked to please make funding requests as you need them and submit any receipts, invoices, etc. as you have them and not wait until the end of the fiscal year, at a minimum quarterly is preferred.**
- If you cannot afford to be reimbursed for an item, please discuss other options with your Family Support Coordinator (FSC) for accessing the needed item or service.
- Approval for items are made on a case-by-case basis and cannot be applied the same across all enrolled individuals. Approvals are made depending on:
 - Individual need
 - Can in be funded
 - Cost
 - Age typicalness

What Family Support CAN Pay For:

- Lodging and food expenses incurred during out-of-town medical services.

Other Individual Expenses: Services or items which would not fall into any other category.

Examples include:

- Recreational needs of the individual with an IDD or delay when the need for recreation is above and beyond the typical needs due to the disability. Only special needs classes or adaptive equipment that allows for participation in community recreation is allowable.
 -The cost of family recreation passes is limited to \$650 or one family pass, whichever is less and limited to use only at community recreation center (YMCA or your neighbor community rec center).
 -Passes to museums, zoos, aquariums, professional sporting events, movie theaters, concerts and non-community gyms are prohibited by state rule.
 -Any recreational needs would require a written letter of recommendation from a licensed professional and must be above and beyond recreational expenses family typically incur and directly related with the individual enrolled in FSSP IDD diagnosis, Only the registration cost of an activity can be covered. Swimming lessons can only be approved with that documentation and only to meet the need of water safety, No equipment, uniforms, etc. will be funded.
- Advocacy or consultation services (ex: educational, Social Security Advocacy)
- Driving School (for individuals 15 and older, requires a letter of support and must be special needs focused driving classes)
- Guardianship Fees (for when an individual turns 18 and needs a legal guardian)
- Social Skills Classes

Assistive Technology: Costs related to various types of assistive equipment, as long as the equipment pertains directly to supporting the family member with a developmental disability and is not an age typical expense and is identified in the Family Support Plan. Examples include:

- Mobility aids such as wheelchairs or braces, orthotics
- Adaptive equipment such as beds, switches, tools or jigs, communication devices, glasses, hearing aids, special kitchen appliances, etc. Equipment that enables the family member with a developmental disability to manipulate or control their environment or remain safe in the family home.
- Adaptive clothing
- Sensory equipment such as weighted blankets, vest, etc., noise cancelling headphones, chew necklaces, fidget items, etc.
- Tablets (if being used as a communication device and have Medicaid, must apply for Medicaid funding first)
- Adaptive Toys
- Security alarms and cameras for elopement risk.

All items in this category require a written letter of recommendation from a licensed professional.

Environmental Engineering*. Home and vehicle modifications which are directly related to the person's disability and would not be considered part of regular home or vehicle maintenance, or modification needed by all homeowners such as:

- Ramps

- Service Dogs and/or Service Dog Training

Family Service and Supports Program (FSSP) Emergency Funding

Purpose:

The Resource Exchange (TRE) has established an emergency fund to address short-term crises or emergency situations that threaten the safety and/or security of the individual served by TRE. The funds are not intended to address ongoing or long-term needs. Requests for the limited pool of emergency funds will be addressed on a first come, first served basis, as long as, emergency funds remain available.

Criteria for Accessing Emergency Funding:

- Individual for which emergency funding is requested is eligible for FSSP
- Needs are due to an unexpected event that may have a significant impact on the child or family's health or safety and impacts the family's daily activities. This could include a medical crisis, imminent risk of homelessness, risk of abuse, neglect, or other harm.
- Need for funding is short-term or one-time and not an ongoing need.
- Emergency funding request is completed by the individual or family and submitted to the Family Support Coordinator.

Procedure for requesting Emergency funding:

1. A request for emergency funding is made to your assigned Family Support Coordinator (FSC).
2. The FSC will complete the FSSP Emergency Fund Request Form, review with the family and submit to the State General Fund Programs Manager for review
3. The SGF Manager will review the request form to ensure emergency fund criteria and eligibility are met.
4. The SGF Manager will approve or deny the request within 1 business day of receiving the request and notify the FSC who will provide the family the initial decision via phone/email/other preferred method of communication.

Family Support Plan

Date of Family Support Plan: _____

Individual Name: _____

Date of Birth: _____

Diagnosis: _____

Social Security Card Yes ☐ No ☐ N/A ☐

Medicaid Card on File: Yes ☐ No ☐

Birth Certificate on File: Yes ☐ No ☐

School District/ Grade/ School: _____

Lives With: Parents ☐ Mother ☐ Father ☐ Other (specify) _____

Address: _____

City/State/ZipCode: _____

Phone: _____ Email: _____

Emergency Contact: _____ Relationship: _____

Phone: _____ Email: _____

Family Support Coordinator: _____

Phone: _____ Email: _____@tre.org

Individuals living in the household:

Name	Age	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check all utilized benefits:

Medicaid ☐ SSI ☐ Medicaid Buy In ☐ Children's C-HCBS Waiver ☐ HCA ☐ HCBS Waiver ☐
Pending CES Enrollment ☐ Other Adult HCBS Waiver ☐ Please Specify Waiver:
Private Insurance ☐ CNA Hours ☐ Amount:

Update on School/ Therapies/ Activities:

School Update:

List of therapies (community based and received at school):

List of any activities individual participates in:

Needs

Level of assessed need: _____ Amount of Funding available during current Fiscal year: \$ _____

List of Prioritized needs as related to the individual's disability for fiscal year July 1st-June 30th:

Need:

How it will be met and by who:

- Frequency and time frame of service:

- **Desired Outcome:**

Need:

How it will be met and by who:

- **Frequency and time frame of service:**
- **Desired Outcome:**

Need:

How it will be met and by who:

- **Frequency and time frame of service:**
- **Desired Outcome:**

Other needs that may arise during the fiscal year that individual/family may need assistance with:

- ☐ IEP/Educational support and advocacy
- ☐ Assistance with benefit applications (SSI, Medicaid, SNAP, etc.)
- ☐ Guardianship hearing or support with other legal needs/court proceedings
- ☐ Transition needs (support choosing transition services, SSI, guardianship, referrals for adult services)
- ☐ Assistance accessing other needed services in the community

* Family can use funds for prioritized needs above and may also use funds for all FSSP categories; Respite, Professional Services, Medical/Dental, Transportation, Other Individual Expenses, Assistive Technology, Home Modification and Parent Sibling Support.

Please list other resources explored to meet individual's needs:

Funding Information:

- Family is aware that FSSP Funds are only available and must be spent within the fiscal year; July 1st- June 30th Yes ☐ No ☐
- Family is aware that FSSP funds must be used toward services and supports which are related to the individual's disability and are above and beyond typical needs. Yes ☐ No ☐
- Family is aware of what items will require letters of recommendation from a licensed professional and what items may require further approval by the FSSP team. Yes ☐ No ☐
- Family is aware of the process and timeline for receiving reimbursement for purchased items and services. Yes ☐ No ☐
- Family is aware that emergency funding is available, its criteria and process for requesting funds. Yes ☐ No ☐

Additional Comments (Include any information resources you are sending the family):

I agree that I participated in the development of this plan, and it is true to the best of my knowledge. I acknowledge that this plan is a living document that can be amended as my needs change by requesting the needed change with my Family Support Coordinator. This plan will remain effective for one year.

Participant/Parent/Guardian Signature

Date

FSC Signature

Date

Coordinator Use Only

Information to know for various ages

- Family understands that individuals eligible and enrolled in CES waiver will no longer be prioritized for FSSP based on most in need criteria. Yes ☐ No ☐ N/A ☐
- Age 4-5: Did you talk to family about the DD Determination Process? Yes ☐ No ☐ N/A ☐
- Age 14: Did you talk to family about adult wait list and place them in it and notify Navigation? Yes ☐ No ☐ N/A ☐
- Age 18: Did you update individual's waitlist status and notify Navigation? Yes ☐ No ☐ N/A ☐
 - Did you talk to the family about guardianship and its alternatives? Yes ☐ No ☐ N/A ☐
 - Did you talk to the family about SSI? Yes ☐ No ☐ N/A ☐
 - Did you obtain PMIP? Yes ☐ No ☐ N/A ☐
 - Family understands the individuals eligible and enrolled in SLS or DD waiver will no longer be prioritized for FSSP based on most in need criteria. Yes ☐ No ☐ N/A ☐

PCPH/CMA

DATE _____

CASE MANAGER: _____

MINA Scoring

Needs and Resources Section

	Needs	Resources	Needs- Resources =Score
Mobility			
Medical Nursing Care			
Transportation			
Self-Care			
Supervision			
Behavior			
Sleep			
Communication			
Access to Support Networks			
			Total:

Total Other Needs and Family Composition:

0-2 stressors = Total Needs and Resources + Stressors x 1

3-6 stressors = Total Needs and Resources + Stressors x 1.5

7-9 stressors = Total Needs and Resources + Stressors x 2

10-13 stressors = Total Needs and Resources + Stressors x 2.5

Total Score: _____

Family Support Most In Need Assessment

Name of Individual: Basics-Name

Date of Birth of Individual: _____

Age: _____

Address: Basics-Address

Phone: Basics-Phone

Email: Basics-Email

Assessment Completed By: Basics-Assessment Completed By

Relationship to Individual: Basics-Relationship To Individual

Individual being served diagnosis: Basics-IBS Diagnosis

Individual being served race/ethnicity (required for state reporting purposes): Basics-IBS Race Ethnicity

Is Individual enrolled in a waiver? If yes which one?

Basics-Waiver

Please check which resources family members in the household receive and consider these resources when completing this assessment:

<input type="checkbox"/> Private Health Insurance	<input type="checkbox"/> Medicaid	<input type="checkbox"/> Medicaid Buy-In Program
<input type="checkbox"/> C-HCBS Waiver	<input type="checkbox"/> WIC	<input type="checkbox"/> LEAP
<input type="checkbox"/> TANF	<input type="checkbox"/> SSI	<input type="checkbox"/> SNAP
<input type="checkbox"/> Section 8 housing	<input type="checkbox"/> CNA/PCA care	<input type="checkbox"/> Home Care Allowance

Medical/Nursing Care (Including Hearing and Vision and Ongoing Therapies)

Needs

Compare to typical development and age typical need for medical care

<input type="checkbox"/>	Individual does not require any more medical care other than routine medical appointments.
<input type="checkbox"/>	Individual requires more medical care than routine medical appointments (therapies, specialist, etc.) Individual has at least monthly medical or therapy appointments.
<input type="checkbox"/>	Individual requires medical care for a frequent and acute illness or medical condition. Individual has at least biweekly medical or therapy appointments.
<input type="checkbox"/>	Individual has medical needs that significantly impact their ability to participate in home, school and or community activities (medically fragile, immune compromised, etc.) Individual has multiple medical or therapy appointments a week that significantly affect their ability to participate in daily activities.

Comments: Medical-Needs Comments

Resources available to meet medical/nursing care needs:

Consider adequate medical coverage, access to healthcare, eyeglasses, hearing aids, etc.

<input type="checkbox"/>	No needs in this area.
<input type="checkbox"/>	Needs are completely met. We are easily able to meet this need with the resources checked above and/ or natural supports. Individual has access to all needed care and therapies and there is no financial burden to meet this need.
<input type="checkbox"/>	Needs are adequately met. We have services or supports in place to address the need. Access to care and therapies are available to meet the need with no additional financial stress.
<input type="checkbox"/>	Needs are met or partially met. Cost of services causes some financial stress or inconsistent access to services, therapies or care and/or distance traveled to services (over 20 miles) causes some stress.
<input type="checkbox"/>	Needs are not met. We are unable to meet this need without significant emotional, physical or financial stress; there is no consistent access to needed medical care, services or therapies.

Comments: Medical-Resources Available Comments

Self-Care (feeding, dressing, bathing, toileting)

Needs

Compare to typical development, consistent with age

<input type="checkbox"/>	Individual is able to consistently perform self-care tasks independently and consistent with age.
<input type="checkbox"/>	Individual requires verbal reminders to start or complete some tasks.
<input type="checkbox"/>	Individual requires hands on assistance to complete most tasks.
<input type="checkbox"/>	Individual requires total care not consistent with their age.

Comments: Self Care-Needs Comments

Resources available to meet self-care needs:

Consider paid caregiving provided by a family member or outside party (i.e. CNA, IHSS hours etc.), support from family members, neighbors, friends, agencies.

<input type="checkbox"/>	No needs in this area.
<input type="checkbox"/>	Needs are completely met. We are easily able to meet this need with the resources checked above and/ or natural supports. There is paid care (including being paid as a parent through CNA or IHSS) or I have support and there are necessary breaks from caregiving as needed.
<input type="checkbox"/>	Needs are adequately met. We have services or supports in place to address the need. There is paid care but does not cover all needed care throughout the day and there is access to some support and breaks in caregiving.
<input type="checkbox"/>	Needs are met or partially met. Cost of services causes some financial stress or inconsistent access to service or care causes some stress. There is no consistent access to support and breaks from caregiving.
<input type="checkbox"/>	Needs are not met. We are unable to meet this need without significant emotional, physical or financial stress. There is no access to paid care.

Comments: Selfcare-Resources Available Comments

Behavior

Needs

Consider inappropriate behaviors (aggressive or abusive) towards others, self or property, running, wandering or elopement, unprovoked outburst of screaming, crying etc. Compare to typical development, consistent with age.

<input type="checkbox"/>	There are no behavioral concerns.
<input type="checkbox"/>	There are some behavioral concerns. Individual may require verbal reminders, redirection or supervision but it usually does not result in injury to self, other or property and does not cause significant disruption in daily activities.
<input type="checkbox"/>	There are moderate behavioral concerns. Individual exhibits inappropriate behaviors that put self or other at risk and causes interruption of daily activities, requires frequent interventions at least weekly.
<input type="checkbox"/>	There are extreme behavioral concerns. Individual exhibits inappropriate behaviors that put self or other at risk and causes interruption of daily activities, requires interventions daily.

Comments: Behavior-Needs Comments

Resources available to meet behavioral needs:

Consider breaks from caregiving, therapies, support others/agencies

<input type="checkbox"/>	No needs in this area.
<input type="checkbox"/>	Needs are completely met. We are easily able to meet this need with the resources checked above and/ or natural support, respite care.
<input type="checkbox"/>	Needs are adequately met. We have services or supports in place to address the need. We have access to therapies (ABA) and respite care and needed equipment to meet the need.
<input type="checkbox"/>	Needs are met or partially met. Cost of services causes some financial stress or inconsistent access to therapies (ABA) and respite care, and needed equipment causes some stress
<input type="checkbox"/>	Needs are not met. We are unable to meet this need without significant emotional, physical or financial stress (no access to respite, shared caregiving, financial or agency support, therapies).

Comments: Behavior-Resources Available Comments

Communication

Needs

Compare to development, consistent with age. The ability to speak, being understood, and comprehend important information.

<input type="checkbox"/>	There are no communication concerns.
<input type="checkbox"/>	There are mild communication concerns. Individual can consistently meet needs and wants (can ask for help, understands verbal prompts and instructions) through limited verbal skills or alternative means with familiar and unfamiliar people.
<input type="checkbox"/>	There are moderate communication concerns. Individual uses alternative means to communicate such as pointing, PECS or other device, individual is only understood by familiar people and has difficulty comprehending important information (may not be able ask for help or understand verbal prompts and instructions)
<input type="checkbox"/>	There are extreme communication concerns, no consistent way of communicating with others.

Comments: Communication-Needs Comments

Resources available to meet communication needs:

Consider availability of communication devices, sign language, speech therapy, caregivers understanding of individual's communication

<input type="checkbox"/>	No needs in this area.
<input type="checkbox"/>	Needs are completely met. We are easily able to meet this need with the resources checked above and/ or natural supports. Individual has access to all needed therapies and equipment and there is no financial burden to meet this need
<input type="checkbox"/>	Needs are adequately met. We have services or supports in place to address the need. Therapy and equipment are available to meet the need with no additional financial stress.
<input type="checkbox"/>	Needs are met or partially met. Cost of services, inconsistent access to therapy and equipment causes some stress or financial burden.
<input type="checkbox"/>	Needs are not met. We are unable to meet this need without significant emotional, physical or financial stress (no access to therapy, communication devices etc.) There is no access to therapy or needed equipment.

Comments: Communication-Resources Available Comments

Other Identified Areas of Need

	Check if True
Has the individual been diagnosed with mental health needs in addition to their I/DD?	<input type="checkbox"/>
Has the individual was involved with law enforcement for any reason?	<input type="checkbox"/>
Is the individual over age 15 and requires significant assistance with independent living skills inconsistent with age?	<input type="checkbox"/>
Has the individual experienced significant educational concerns causing suspension, truancy, etc. or not currently enrolled due to these issues or not receiving needed educational supports through an IEP or 504 plan (or adequate one).	<input type="checkbox"/>

Family Composition and Stability

	Check if True
Is this a single-parent household or does a parent travel/deploy frequently for work?	<input type="checkbox"/>
Does the caregiver have significant physical, developmental, mental health concerns or chronic health conditions?	<input type="checkbox"/>
Do other family members in the household have physical, developmental, and/or mental health needs?	<input type="checkbox"/>
Is the caregiver unable to work outside of the home due to the individual's needs?	<input type="checkbox"/>
Is the primary caregiver over the age of 65? Or are you a grandparent caring for your grandchild with I/DD?	<input type="checkbox"/>
Has there been a recent (within the last year) divorce, separation, death or addition of a family member?	<input type="checkbox"/>
Do you live in a rural area (more than 20 miles outside the closest urban area)?	<input type="checkbox"/>
Do siblings show signs of stress due to the needs of the individual with a I/DD in the home?	<input type="checkbox"/>
Do your family's activities center on the needs of the family member with I/DD?	<input type="checkbox"/>

The Most In Need process relies on five categories to determine the level of need for the family per state guidelines. In order to enroll into the Family Support Services Program (FSSP) you must complete the Most In Need assessment. Families are prioritized and enrolled in FSSP based on the Most In Needs Assessment Score. This should be updated at least annually. You may also request to be reassessed at any time if you feel your needs have changed. Families will be enrolled and prioritized based on their Most In Need assessment total score.

Completed By: Signature-Completed By

Date: Signature-Signature Date

PROWERS COUNTY PUBLIC HEALTH/CMA

CRITICAL INCIDENT REPORTING

1.9. Critical Incident Reporting

1.9.1. Contractor shall be responsible for entering Critical Incident Reports (CIR) in the Department prescribed system as soon as possible, but no later than 24 hours (one business day) following notification.

1.9.2. Contractor shall ensure all suspected incidents of abuse, neglect, and exploitation are immediately reported consistent with current statute; Section 19-10-103 C.R.S. Colorado Children's Code, Section 18-8-115 C.R.S. (Colorado Criminal Code- Duty to Report a Crime), 18-6.5-108 C.R.S. (Colorado Criminal Code-Wrongs to At-Risk Adults), and Section 26-3.1-102, C.R.S. (Social Services Code-Protective Services).

1.9.3. Contractor shall document all CIR follow-up information in accordance with Department direction in the Department prescribed system and maintain detailed documentation.

1.9.3.1. PERFORMANCE STANDARD: 100% of CIRs are added to the Department prescribed system within one Business Day.

1.10. Critical Incident Quarterly Follow-Up Completion Performance Standard

1.10.1. Contractor shall ensure all CIRs follow-up is completed and entered into the Department's prescribed system within the timelines established by the Department and/or the Department's Quality Improvement Organization.

1.10.2. Timelines for follow up are determined by the Department and depend on the type and severity of the CIR. The following are general timelines assigned to remediation and CIR follow up.

1.10.3. High Priority Follow Up – CIRs which require immediate attention and must be addressed to ensure the immediate health and safety of a waiver participant must be remediated within and responded to in the Department prescribed system within 24 to 48 hours.

1.10.4. Medium Priority Follow Up – CIRs which require additional information or follow up to ensure appropriate actions are taken and there is no immediate risk to the health and safety of the waiver participant must be completed in the Department prescribed system within 3 to 4 Business Days.

1.10.5. Low Priority Follow Up – CIRs that have been remediated by CMAs, have addressed immediate and long-term needs, have implemented services or supports to ensure health and safety and those that have protocols in place to prevent a recurrence of a similar CIR but may require an edit to the CIR or additional information entered into the Department prescribed system. The follow up for CIRs in this category must be completed and entered within five Business Days.

1.10.5.1. PERFORMANCE STANDARD: 90% of all CIRs assigned follow-up is completed and entered into the Department's prescribed system within the timelines established by the Department and/or the Department's Quality



Critical Incident Form

Definition: A Critical Incident is an actual or alleged event or situation that creates a significant risk of substantial or serious harm to the health or welfare of a client that could have, or has had, a negative impact on the mental and/or physical well-being of a client in the short or long term. A critical incident includes accidents, suspicion of abuse, neglect, or exploitation, and criminal activity.

Member Information		
Last Name:	First Name:	M.I.:
Medicaid ID#:	Date of Birth:	
Mailing Address:		
HCBS Waiver Program:		

Critical Incident Reporting	
Date of Incident:	Time of Incident:
Case Manager Notification Date:	Case Manager Incident Notification Time:
Entry Date:	Entry Time:
Case Manager Name:	
Case Manager Agency Name:	
Case Manager Phone Number:	
Case Manager Email Address:	
Entered By:	
Phone Number of Contact Person:	
Email Address of Contact Person:	

Reporter Information
Name of Person Reporting Incident to CMA:
Did the member report this incident? <input type="checkbox"/> Yes <input type="checkbox"/> No
Name of Provider Agency or PASA who Reported incident to Case Manager:
Is the Provider Agency reporting the incident an Alternative Care Facility (ACF)? <input type="checkbox"/> Yes <input type="checkbox"/> No
Was a Provider involved in the Critical Incident? <input type="checkbox"/> Yes <input type="checkbox"/> No
Provider Type:
Name of Provider:

Incident Info

Did this incident result in Reverse Deinstitutionalization (RDI)? ☐Yes ☐No

Did the incident require an occurrence report to CDPHE? ☐Yes ☐No

Could this critical incident have been prevented? ☐Yes ☐No

What could be done to prevent this type of incident in the future?

What was the client's health status prior to this Critical Incident?

Injury/Illness to Client:

Injury or illness requiring treatment beyond first aid includes: lacerations requiring stitches or staples, fractures, dislocations, loss of limb, serious burns, skin wounds, etc. Illness or injury requiring immediate emergency medical treatment to preserve life and/or limb; or resulting in emergency admission to the hospital.

Incidents resulting in Serious Injury to Client must be reported to HCPF by the next business day following discovery of the incident or allegations.

Reporting incidents to HCPF does not relieve the facility from reporting requirements of other regulatory or law enforcement agencies.

Incident Type

What is the Root Cause of the Critical Incident?

Incident Type: Injury/Illness to Client

Description of Incident:

Injury/Illness Type:

Cause of Injury/Illness:

PROWERS COUNTY PUBLIC HEALTH/CMA CASE MANAGER MONITORING

Case
Mgmt.

Policy/Procedure: 10 CCR 2505-10 8.607.6

PCPH/CMA assures that programs or services are provided in accordance with the Colorado Division for Developmental Disabilities rules and regulations. Monitoring as outlined in 8.607.6 shall ensure that:

- Services are developed in accordance with personal preferences and needs of persons served, as identified in the Individualized Plan (IP).
- The desired outcomes are being attained as a result of the delivery of services or supports.
- Those programs which are not effectively meeting the needs of person served are identified for modification.
- Services sufficiently address the health and safety needs of persons served.
- Services promote a person's ability to engage in self-determination, self-representation, and self-advocacy.
- Include the level of satisfaction with services.

Case Managers will follow specific monitoring requirements for all individuals enrolled in:

HCBS-DD/Comprehensive Medicaid Waiver Services
HCBS-SLS/Supported Living Services Medicaid Waiver

Monitoring, frequency and level of monitoring shall meet the guidelines of the program in which the person is enrolled, at a minimum, will:

- Consist of at least one Case Management activity per month.
- Occur in all programs in which the person is enrolled.
- Include face to face contact quarterly
- Include visits in the home situation and occurs at least two times per year.
- Include visits to the home within 45 days when there is a change in address.

The frequency of visits in the home and day/work situations for all individuals actively receiving services will be documented in logs notes section of the CCM and/or on the Xcel spreadsheet.

Each person will have an entry on the Case Management Activity Spreadsheet every month. These activities will include:

- Home Visit (HV)- Home visit for the purpose of monitoring the environment, issues of health and safety, and the implementation and effectiveness of programmatic supports.
- HV/BUS-Home visit to complete the functional assessment for the Continued Stay Review for Medicaid Waiver Services. Since this is not reimbursed as a billable Targeted Case Management activity, additional functions will need to be performed in this visit to bill this function as Targeted Case Management (TCM).
- Additional Activities include:
 - Environmental and health and safety monitoring.
 - Discussing the upcoming IP meeting

Monthly Checklist

- Create client tickler for month
- FAX/Mail PMIP for next month's CSR's. If you don't receive back, proceed without.

Continued Stay Review Policy:

CM shall conduct a CSR Level of Care Assessment no earlier than 90 days prior to and no later than the previous Functional Eligibility Assessment end date. CM will verify Medicaid eligibility, conduct all Level of Care Assessments face-to-face with the individual or Member, and in the place where the individual or Member resides. Enter assessment into the Department prescribed system. Assessments must be verified by the 10th day of the month for the previous month to be eligible for payment.

Procedures

Continued Stay Review Cases: (IHSS/CDASS/HMOD/HH cases refer to manuals & supvr.)

Date/Mo/Year _____ Case Manager _____ Client _____

- During face-to-face, complete **HIPPA release, ULTC 100.2-ADLS/ IADLS, and service plan**. Distribute **CIRS form** and **waiver fact sheets**.
- ULTC 100.2 added to CCM and **verified** in 2 days. **Document visit in 2 days.**
- Entered **PMIP** into BUS Date: _____
- Enter in CCM-Activity log: **Summary Report-CSR** and click on **Face-to-Face** button. Note which ADL areas the client continues to have difficulty with, if any. Document what services the client is receiving and their satisfaction/dissatisfaction. Log note should reflect comments on the client's health, safety and if welfare needs are being met.
- Enter Activity Log checks with providers. Log note should reflect comments on the client's health, safety and if welfare needs are being met. **Note: ACF provider checks must be in a separate log note.**
- Service plan added to CCM and check mark added for fact sheets given to client? Service plans must reflect **needs** identified by assessment. **Contingency plans** must reflect short-term emergencies and Long-term changes in needs-who to contact and how. **Personal goal** is meaningful to the client-doesn't have to be health related.
- CMA sharing form and Cert page sent to IMT & log noted? Date: _____
- CMA Sharing form received & log noted? Date: _____
- ULTC finalized when the CMA sharing form was received. Date: _____
- Service plan finalized when CMA sharing form received. Date: _____
- Enter PAR in Bridge & log noted in CCM Date: _____
- Faxed/emailed approved PAR to Providers & log noted? Date: _____

- 803 finalized & mailed
- CMA sharing form and Cert page sent to IMT
- CMA Sharing form received
- Update Financial/ insurance in CCM. Add Medicaid ID
- Case Status added when Medicaid confirmation received.
- ULTC & SP verified & finalized
- Enter PAR in Bridge & log noted
- Faxed/emailed approved PAR to Providers Date: ____
- Add client to tickler

Check list 08/21/23.docx-Word

Date: ____

Date Log noted ____

Date Log noted ____

Date: Log Noted ____

Date: ____

Date: ____

Log Note ____ Y/N

Call or see client/AR in person to inquire about how services are going, frequency, needs, changes. Address the client's health, safety, satisfaction with services and welfare needs met? Document visit in log note.

6- Month Review

Meet with the client in person and review the 100.2 and service plan. **Activity Log: Summary Report-6 month review and click on Face-to-Face button. Document in log note that home visit not made dt Covid restrictions.** For those clients that have PERS, check the response time. Inquire about how services are going, frequency, needs, changes. Address client's health, safety, satisfaction with services, and welfare needs are being met. Document visit in log note making note of which areas client continues to have difficulty with. Contact providers to check on service changes, concerns. **All ACF provider checks must go into separate log note.**

Service Plan/Revision

CM shall create a Person-Centered Support Plan for Members within 15 Business Days after determination of Level of Care and Financial eligibility. CM shall ensure the Person-Centered Support Planning occurs at a time and location convenient to the Member receiving services and be led by the Member, family members and/or Member's representative. Service Plan shall address the goals, needs and preferences identified by the Member as well as the support needs identified in the Needs Assessment. CM shall offer choice to the Member regarding the services and supports they receive and from whom, as well as the documentation of services needed, including type of service, specific functions to be performed, duration and frequency of service, type of provider and services needed that may not be available. Service Plan shall include strategies for solving conflict or disagreement within the process, including clear conflict-of-interest guidelines for all planning participants; Reflect cultural considerations of the Member and be conducted by providing information in plain language and in a manner, that is accessible to individuals with disabilities and persons who are limited in English. Signatures must be obtained by all individuals and providers responsible for its implementation. Member may request updates to the plan as needed. Include an explanation of complaint procedures to the Member. Include an explanation of critical incident procedures to the Member; and explain the appeals process to the Member. CMA shall document and enter all Person-Centered Support Plan information into the Department's prescribed system(s) within the Department's prescribed timelines. 100% of Person-Centered Support Plans are entered into the Department prescribed systems and verified by the required timeframe.

Revision is supported by documentation in the applicable areas of 100.2, log notes and/ or CIRS?	Y/N
SP revision was completed in CCM?	Y/N
SP was signed by clt./rep and delivered?	Y/N

Utilization: needs to be as close to units approved as possible.

CIRS: entered within 24 hours.

PROWERS COUNTY PUBLIC HEALTH/CMA TIMELINES

ASSESSMENT TIMELINES FOR HCBS/CMA:

HCBS-EBD; ALL COVERED WAVIERS, CMHS, HCA, ACF: Community referral who is *NOT* being discharged from hospital or nursing home:

When a referral is received from Dept. of Human Services: Case Manager will call client or representative within (2) two working days to complete intake. CM will attempt (3) three contacts: If client is appropriate for services, a Professional Medical will be sent to Physician Office within (1) one day of completing intake. (8.3.3.2C #4)

Case Manager has 10 working days to complete assessment with the client for those who are not being D/C'd from the hospital or nursing facility; and notification from Dept. of Humans Services that the client has submitted the Medicaid application.

Authorization is made when at the Latter of:

- Service Plan Signature Date
- Enrollment Date/CSR (Continued Stay Review) start of new cert period
- Financial LTC Eligibility Date
- Referral Date for Nursing Home

Start Date is the Latter of:

- Assessment Date
- PMIP (Medical) Signature Page Received
- Enrollment Date

CASE MANAGER TASKS:

The Case Manager contacts the client at least once within each quarterly period. Of the client's condition or program criteria requires it, the client is contacted more frequently. O the six month review, Case Manager reviews the ULTC 100.2 assessment for extensive reporting. This will indicate if there is need for changes in Services.

The case manager uses the CCM Tool (Uniform Long Term Care Client Assessment Tool) to update information collected and reassessment is completed yearly. We try to complete our Re-certification within 90 days of certification due date.

CONTRACTOR SHALL CONDUCT AND INITIAL AND CSR LEVEL OF CARE (CCM) ASSESSEMENTS IN ACCORDANCE WITH THE FOLLOWING TIMELINES:

1.14.3.1. Ten Business Days after receiving confirmation that the Medicaid application has been received by the county Department of Human or Social Services for individuals residing in the community.

1.14.3.2. Ten Business Days after receiving a referral from a provider for the PACE.

1.14.3.3. Five Business Days after receiving a completed referral from the nursing facility.

1.14.3.4. Five Business Days after receiving a completed approval for the CLLI Waiver.

1.14.3.5. Two Business Days after receiving a completed referral from the hospital.

1.14.4. Initial Functional Eligibility Assessments shall include the following Assessment Event Types:

1.14.4.1. Initial Review (IR) 1.14.4.2. Deinstitutionalization (DI) 1.14.4.3. Reverse Deinstitutionalization (RDI)

1.14.4.4. Program of All-inclusive Care for the Elderly (PACE)

1.14.4.5. Hospital Back-up Unit (HBU)

1.14.4.6. Nursing Facility (NF)

1.14.4.7. Long Term Home Health (LTHH)

1.14.5. Contractor shall conduct a CSR Level of Care (100.2) Assessment no earlier than 90 days prior to and no later than the previous Functional Eligibility Assessment end date.

1.14.6. CSR Level of Care (CCM) Assessments shall include the following Assessment Event Types:

1.14.6.1. Continued Stay Review 1.14.6.2. Nursing Facility Transfers

1.14.6.3. Unscheduled Review (CCM)

1.14.6.3.1. An Unscheduled Review Assessment Event Type shall be utilized when a Level of Care (CCM) Assessment is completed due to a change in the Member's functioning and support needs.

CLIENT CONTACT POLICY

1. **Quarterly Contact** – The case manager shall contact the client at quarterly, or more frequently as determined by the client's needs or as required by the program. The quarterly contact shall be documented in the activity log.
2. **Six-month Review** – The case manager shall review the CMT and the care plan with the client every 6 months. The review shall be conducted at the client's place of residence, place of service or other appropriate setting as determined by the client's needs. (It is our policy to see the client face to face at the 6-month review if at all possible.)
3. **Continued Stay Review** – The case manager shall commence a regularly scheduled reassessment at least one (1) but not more than three (3) months before the required completion date. The case manager shall complete a reassessment of the client within the twelve (12) months of the initial client assessment or the previous reassessment. A reassessment shall be completed sooner if the client's condition changes.

PROWERS COUNTY PUBLIC HEALTH/CMA HOME CARE ALLOWANCE PROGRAM

The Home Care Allowance Program provides case payments to low-income, functionally-impaired, frail, elderly or disabled member. HCA payments are used by the client to purchase in-home services to assist them in remaining in their own homes or non-institutional living situation. Case Manager's utilize the HCA determination form provided by HCPF to determine HCA eligibility and authorized amounts for HCA applicants.

This program is designed under the consumer direction model of service, which allows program participants flexibility. Payments may be made toward any provider of the recipient's choosing. This includes paying family members to aid services, as long as they are over the age of 18.

Eligibility for HCA is based on both financial need and the individual's functional needs. The individual shall meet eligibility for both financial and functional requirements to be approved for an HCA payment.

To be financially eligible, the client shall:

1. Be approved for Supplemental Security Income (SSI) benefits; or,
2. Meet all eligibility criteria required for Aid to the Needy Disabled – State Only (AND-SO) program; or,
3. Have been receiving both Old Age Pension (OAP) grant payments and HCA as of December 31, 2013 and remain continuously eligible for both benefits.

A case manager will meet with the applicant to determine if they meet the functional requirements of the program.

HCA cannot be received while receiving Home and Community Based Services.

HCA is designed to serve individuals with the lowest functional abilities and the greatest need for paid care.

This program is through Colorado Department of Human Services.

PROWERS COUNTY PUBLIC HEALTH/CMA

CONSUMER DIRECTED ATTENDANT SUPPORT SERVICES

Consumer Directed is a self-direction program that enables individuals with disabilities and those who are aging in place to live independent lives, where they are empowered to make their own choices about what's best for themselves.

8.510.2 ELIGIBILITY

8.510.2.A. To be eligible for the CDASS delivery option, the Client shall meet the following eligibility criteria:

1. Choose the CDASS delivery option.
2. Meet HCBS waiver functional and financial eligibility requirements.
3. Demonstrate a current need for covered Attendant support services.
4. Document a pattern of stable Client health indicating appropriateness for community-based services and a predictable pattern of CDASS Attendant support.
5. Provide a statement, at an interval determined by the Department, from the Client's primary care physician, physician assistant, or advanced practice nurse, attesting to the Client's ability to direct their care with sound judgment or a required AR with the ability to direct the care on the Client's behalf.
6. Complete all aspects of the ASMP and training and demonstrate the ability to direct care or have directed by an AR.

8.510.3 COVERED SERVICES 8.510.3.A. Covered services shall be for the benefit of only the Client and not for the benefit of other persons.

8.510.3.B. Services include:

1. Homemaker: General household activities provided by an Attendant in a Client's home to maintain a healthy and safe environment for the Client. Homemaker activities shall be provided only in the primary living space of the Client and multiple Attendants may not be reimbursed for duplicating homemaker tasks. Tasks may include the following activities or teaching the following activities:
 - a. Housekeeping, such as dusting, vacuuming, mopping, and cleaning bathroom and kitchen areas;
 - b. Meal preparation;
 - c. Dishwashing;
 - d. Bed making;
 - e. Laundry;
 - f. Shopping for necessary items.
2. Personal Care: Services furnished to an eligible Client in the community or in the Client's home to meet the Client's physical, maintenance, and supportive needs. Personal care tasks may include:
 - a. Eating/feeding, which includes assistance with eating by mouth using common eating utensils such as spoons, forks, knives, and straws;
 - b. Respiratory assistance with cleaning or changing oxygen equipment tubes, filling distilled water reservoirs, and moving a cannula or mask from or to the Client's face;
 - c. Preventive skin care when skin is unbroken, including the application of nonmedicated/non-prescription lotions, sprays, and/or solutions, and monitoring for skin changes.
 - d. Bladder/Bowel Care: Personal hygiene.
3. Health Maintenance Activities: Health maintenance activities include routine and repetitive health-related tasks furnished to an eligible Client in the community or in the Client's home, which are

necessary for health and normal bodily functioning that a person with a disability is physically unable to carry out.

8.510.5 ATTENDANT SUPPORT MANAGEMENT PLAN:

8.510.5 A. The Client/AR shall develop a written ASMP after completion of training but prior to the start date of services, which shall be reviewed by the Training and Operations Vendor and approved by the Case Manager. CDASS shall not begin until the Case Manager approves the plan and provides a start date to the FMS. The ASMP is required following initial training and retraining and shall be modified when there is a change in the Client's needs.

PROWERS COUNTY PUBLIC HEALTH/CMA TRAINING REQUIREMENTS

Policy/Procedure: State Contract: 1.5. – 1.1.5.11.2.2

1.5. Qualification and Training Requirements

1.5.1. Contractor's personnel, including but not limited to, Case Manager(s) and Case Management Supervisor(s) shall meet all qualification requirements listed in 10 C.C.R. 2505-10, Sections 8.393.1.L et seq.

1.5.2. Contractor shall ensure all newly hired case managers meet the qualification requirements established in 10 C.C.R. 2505-10, Section 8.393.1.L. et seq.

1.5.3. Contractor shall ensure that all case management staff receive trainings listed below and any additional Department assigned training within 120 calendar days after the staff member's hire date and prior to being assigned independent case management duties. All other case management staff must receive a refresher training as required by the Department, Department approved vendor, or Contractor.

1.5.3.1. Long Term Services and Supports Eligibility

1.5.3.2. Intake and Referral

1.5.3.3. Level of Care Screen and Needs Assessment

1.5.3.4. Person-Centered Support Plan Development

1.5.3.5. Notices and Appeals

1.5.3.6. Systems Documentation

1.5.3.7. Long Term Home Health (LTHH)

1.5.3.8. Monitoring

1.5.3.9. Applicable Federal and State laws and regulations for LTSS programs

1.5.3.10. Critical Incident Reporting

1.5.3.11. Waiver requirements and services

1.5.3.12. Mandatory reporting

1.5.3.13. Pre-Admission Screening and Resident Review (PASRR)

1.5.3.14. Nursing Facility admissions

1.5.3.15. Disability and Cultural Competency

1.5.3.16. Participant Directed Training

Employee Name:

Date of Hire:

<https://www.colorado.gov/pacific/hcpf/long-term-services-and-supports-training>

Date Done	HCPF Webinar Training Topics to Complete	What Webinar(s) or Files	Supv. Apprvd
	Long Term Services and Supports Eligibility	ULTC 100.2 - Recording	
	Intake and Referral	Intake & Referral - Recording	
	UTLC 100.2 - Functional Eligibility Assessment	ULTC 100.2 - Recording	
	Service Plan Development	Person Centered Service Plan Development - Recording	
	Notices & Appeals	Notice of Action (803) and Appeals	
	Dept Information Mgmt. Systems Documentation	<u>Writing Narrative Statements in the 100.2</u>	
	Long Term Home Health	Long Term Home Health (LTHH) - Recording	
	Monitoring	Monitoring for Case Managers of HCBS - Recording	
	LTSS Program Federal & State Laws & Regulations	Long Term Services and Supports in CO - Recording	
	Critical Incident Report System (CIRS)	Critical Incident Reporting System (CIRS) - Recording	
	Waiver Requirements & Services	HCBS Waivers 101 - Recording	
	Mandatory Reporting	Mandatory Reporting for Adults & Children - Recording	
	Nursing Facility Admissions	Nursing Facility Admission - Recording	
	Disability & Cultural Competency	Introduction to Disability	
	Participant Directed Training	Case Manager CDASS and IHSS Training - Presentation	

Date Done	Training Topics without HCPF Webinar	In Person Training With
	Pre-Admission Screening & Resident Review (PASRR)	

PROWERS COUNTY PUBLIC HEALTH/CMA	
Policy Title: CLIENTS GRIEVANCE	Revised 10/6/2023

8.605.5

POLICY:

This policy covers grievances and complaints arising out of the eligibility determination process or the provision of services and supports. It does not deal with those issues specified in the agency dispute resolution policy or policy on mistreatment, neglect, abuse or exploitation; as such grievances will be handled as outlined in these policies.

A person receiving services or his/her parent or guardian/authorized representative may report any grievance and may be assured that the complaint will be given every consideration and that remedial action will be implemented whenever possible to ensure the timely resolution of the problem.

No person receiving services will be subject to any adverse action nor be denied the future provision of appropriate services or supports, as a result of filing a grievance.

Every effort shall be made to solve problems informally at the program level. If a person receiving services or his/her parent/guardian/authorized representative feels that the issue has not or cannot be resolved informally, he/she may initiate the following grievance procedure. A copy of such shall be made available at this time.

1. Submission of a grievance may be made orally or in writing to the appropriate program or residential supervisors, Adult Services Director, or Case Management Director no later than thirty (30) days after the occurrence which prompted the complaint. A grievance that cannot be resolved within five (5) administrative working days will be referred in writing by both parties to the SUPERVISOR of PCPH/CMA.
2. The Executive Supervisor of PCPH/CMA shall initiate an investigation of the complaint within three (3) days of receiving it. A written explanation of the findings of this investigation and proposed remedies, of any, shall be provided to the person submitting the complaint within five (5) administrative working days. Should the person have difficulty understanding the written statement, an oral explanation will be given.
3. In the case of matters pertinent to residential facilities licensed by the Colorado Department of Health, further referral of the matter, if unresolved, may go to the Executive Director of the Colorado Department of Health, at the request of the complaint. The grievance must be in writing, and submitted whether by the person receiving services or the parent/guardian filing the

8.605.5 GRIEVANCE/COMPLAINT PROCESS

- A. Every community centered board, regional center and program approved service agency shall have procedures setting forth a process for the timely resolution of grievances or complaints of the person receiving services, parents of a minor, guardian and/or authorized representative, as appropriate. Use of the grievance procedure shall not prejudice the future provision of appropriate services or supports.
- B. The procedure shall be provided, orally and in writing, to all persons receiving services, the parents of a minor, guardian and/or authorized representative, as appropriate, at the time of admission and at any time that changes to the procedure occur.
- C. The grievance procedure shall, at a minimum, include the following:
 - 1. Who within the agency will receive grievances;
 - 2. Identification of support person(s) to assist in the submission of a grievance;
 - 3. An opportunity for individuals to come together in order to attempt finding a mutually acceptable solution. This could include the use of mediation if both parties voluntarily agree to this process;

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- 4. Timelines for the resolution of the grievance.
- 5. Consideration by the agency director or designee if the grievance cannot be resolved at a lower level; and,
- 6. No individual shall be coerced, intimidated, threatened or retaliated against because the individual has exercised his or her right to file a grievance or has participated in the grievance process.

8.605.5 GRIEVANCE/COMPLAINT PROCESS

- A. Every community centered board, regional center and program approved service agency shall have procedures setting forth a process for the timely resolution of grievances or complaints of the person receiving services, parents of a minor, guardian and/or authorized representative, as appropriate. Use of the grievance procedure shall not prejudice the future provision of appropriate services or supports.
- B. The procedure shall be provided, orally and in writing, to all persons receiving services, the parents of a minor, guardian and/or authorized representative, as appropriate, at the time of admission and at any time that changes to the procedure occur.
- C. The grievance procedure shall, at a minimum, include the following:
 - 1. Who within the agency will receive grievances;
 - 2. Identification of support person(s) to assist in the submission of a grievance;
 - 3. An opportunity for individuals to come together in order to attempt finding a mutually acceptable solution. This could include the use of mediation if both parties voluntarily agree to this process;

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CODE OF COLORADO REGULATIONS
Medical Services Board

10 CCR 2505-10 8.600

- 4. Timelines for the resolution of the grievance;
- 5. Consideration by the agency director or designee if the grievance cannot be resolved at a lower level; and,
- 6. No individual shall be coerced, intimidated, threatened or retaliated against because the individual has exercised his or her right to file a grievance or has participated in the grievance process.

PROWERS COUNTY PUBLIC HEALTH/CMA	
Policy Title: DISPUTE RESOLUTION	

POLICY:

This procedure governs resolution of disputes between PCPH/CMA and a recipient of or applicant for services. All person receiving or applying for services, and, if possible, their parent, guardian, or authorized representative shall be informed of the procedure at the time an application for services is made, when service is denied, when notice of service or support modification is given, and when changes are made to the procedure. Signed documentation of the distribution and explanation of this policy will be maintained in the client record. The dispute resolution procedure will in no way prejudice the provision of appropriate services or supports in the future to the individual utilizing the procedure.

Notice of proposed action, pursuant of Chapter 1 of the Rules and Regulations of the Division for Developmental Disabilities, will be provided to the person receiving services and/or applicant for services, and, if applicable, his/her parent, guardian or authorized representative at least fifteen (15) days prior to the effective date of any of the following actions:

- 1) The applicant is found to be ineligible for services and supports;
- 2) The person is no longer eligible for services and supports;
- 3) Services and supports are to be terminated; or
- 4) Services set forth in the IP are to be changed or reduced, or denied.

In the event that a person receiving services or applicant for services, parent of a minor, guardian, or authorized representative is dissatisfied with the decision or action of the agency, he/she may file a complaint with PCPH/CMA. Upon receipt of a complaint, the opportunity for resolution through an informal negotiation process shall be provided and may be waived only by mutual consent. Within fifteen (15) days of the receipt of the complaint, a meeting shall be scheduled of all parties or their representatives. Should attempts at informal negotiation be unsuccessful or mutually waived, either party may request that the following dispute resolution process be initiated. Parent(s) or guardian of a minor, aged birth to three (3) years, may utilize the dispute resolution process specific to early intervention services under P.L. 94-142, Individuals with Disabilities Education Act. A person receiving services may not be terminated from services or supports during the dispute resolution process unless an emergency situation exists, as determined by the Department of Human Services.

the dispute and shall render a decision within ten (10) working days of the submission of all relevant information.

- 5) The decision of the Executive Director of the Department of Human Services shall constitute final agency action on the dispute.

Department of Healthcare Policy and Financing (State Medicaid Agency)	
1570 Grant Street	
Denver, CO 80203	
1-800-221-3943	
303-866-7450	
Centers for Medicare and Medicaid Services (CMS):	
Division of Medicaid and Children's Health	
303-844-7111	

3. The Executive Director or designee may request the petitioner or any involved party to submit additional information, or file a written brief, memorandum, or statement of position;
4. The Executive Director or designee may rule upon the petition without a hearing or may set the petition for hearing, upon due notice to all parties to obtain additional facts or information; and,
5. The ruling of the Department shall be binding upon all parties to the matter.

8.605.2 DISPUTES BETWEEN INDIVIDUALS AND PROGRAM APPROVED SERVICE AGENCIES

- A. Every community centered board, regional center and program approved service agency shall have procedures which comply with requirements as set forth in these rules and section 25.5-10-212, C.R.S., for resolution of the following disputes involving individuals:
 1. The applicant is not eligible for services or supports;
 2. The person is no longer eligible for services or supports;
 3. Services or supports are to be terminated; or,
 4. Services set forth in the IP which are to be provided, or are to be changed or reduced, or denied.
- B. The procedure shall contain an explanation of the process to be used by persons receiving services or applicants for services or parents of a minor, guardians and/or authorized representatives in the event that they are dissatisfied with the decision or action of the community centered board, regional center or program approved service agency.
- C. The dispute resolution procedure shall be stated in writing, in English. Interpretation in native languages other than English and through such modes of communication as may be necessary shall be made available upon request.
 1. The procedure shall be provided, orally and in writing, to all persons receiving services or applicants for services and parents of a minor, guardian, and/or authorized representative at the time of application, at the time the individualized plan is developed, any time changes in the plan are contemplated, and upon request by the above named persons.
 2. The procedure shall state that use of the dispute resolution procedure shall not prejudice the future provision of appropriate services or supports to the individual in need of and/or receiving services.
 3. The procedure shall state that an individual shall not be coerced, intimidated, threatened or retaliated against because that individual has exercised his or her right to file a complaint or has participated in the dispute resolution process.
- D. The procedure of the community centered board, regional center or the program approved service agency shall stipulate that notice of action proposed as defined in section 8.600.4 shall be provided to the person receiving services/applicant, and to the person's parents if a minor, guardian and authorized representative at least fifteen (15) days prior to the date actions enumerated in section 8.605.2.A become effective.

2. The request for review shall also contain a statement of the matters in dispute and all information or evidence which is deemed relevant to a thorough review of the matter. The community centered board, regional center or the program approved service agency or other party shall be afforded the opportunity likewise to respond within fifteen (15) working days;
 3. The Executive Director of the Department or designee shall have the right to additional information and may request oral argument or a hearing if deemed necessary by the Executive Director or designee to render a decision;
 4. The Executive Director of the Department or designee shall provide a de novo review of the dispute and shall render a decision within ten (10) working days of the submission of all relevant information; and,
 5. The decision of the Executive Director of the Department shall constitute final agency action on the dispute.
- J. No person receiving services may be terminated from services or supports during the dispute resolution process unless the Department determines an emergency situation, as meeting the criteria set forth in section 8.605.4 exists.

8.605.3 DISPUTES BETWEEN DEPARTMENT AND COMMUNITY CENTERED BOARD OR DEPARTMENT AND PROGRAM APPROVED SERVICE AGENCY

- A. Pursuant to section 25.5-10-208(2)(c), C.R.S., the following shall apply in the event that the terms of a contract between the Department and a community centered board or program approved service agency are disputed by either party:
1. The community centered board or program approved service agency shall notify the Manager of the Office of Community Living of the circumstances of the dispute.
 - a. The parties shall informally meet at a mutually agreeable time to attempt resolution.
 - b. If the dispute cannot be resolved through this informal process then the formal process at section 8.605.3.A.2 shall be used.
 2. The community centered board or program approved service agency shall submit a written request for formal dispute resolution to the Department.
 - a. The request shall state the specific grounds for the dispute.
 - b. It shall include all available exhibits, evidence, arguments, and documents believed to substantiate the protest, and the relief requested.
 3. The Department may request additional information deemed necessary to resolve the dispute.
 4. Within fifteen (15) working days following the receipt of written materials and additional requested information, the Department shall respond to the request by issuing a written decision, which shall be inclusive of the reasons for the decision.
 5. A copy of the documentation presented or considered, the decision made and the contract shall be maintained in the files of the Department.

Policy/Procedure: 10 CCR 2505-10 8.607.4

Each client shall have an Individualized Plan (IP). This plan shall be in writing and developed by an Interdisciplinary Team (IDT) for the purpose of identifying the needs of the client, the specific services and supports appropriate to meet those needs, the projected date for initiation of service and supports, and the anticipated results to be achieved by the receipt of services and supports.

The IDT is a group of individuals convened to cooperatively develop and review the IP. The IDT shall include the client, the parent(s), guardian or authorized representative, as appropriate, the person responsible for coordination of the provision of services and supports, and others as determined by the needs and preference of the client.

All IDT members shall be given at least 10 days written notice from the postmarked date prior to an IP meeting unless such notice is waived by the client or parent/guardian, as appropriate. Every effort shall be made to convene the IP meeting at a time and place convenient to the client or his/her legal guardian or authorized representative.

Information necessary to the development of the IP shall be made available to the IDT by PCPH/CMA staff as available and appropriate. The IP shall:

- A. Identify the unique strengths, abilities, preferences, desires, goals and needs of the client and his/her family;
- B. Identify the specific services and supports appropriate to meet the needs of the client;
- C. Document decisions including, but not limited to, rights suspension, the existence of appropriate services and supports, actions necessary for the plan to be achieved and a description of the services and supports, in sufficient detail so there is a clear understanding by those involved of expected responsibilities and performance;
- D. Describe the results to be obtained from the services and supports identified in the IP;
- E. Document the services and supports and the projected date of initiation;
- F. Have a listing of IDT participants and their relationship to the client;
- G. Contain a statement of agreement with the plan signed by the client or other person legally authorized to sign on his/her behalf and a representative of PCPH/CMA.
- H. Describe the results to be obtained from the services and supports identified in the IP;
- I. Document the services and supports and the projected date of initiation;
- J. Have a listing of IDT participants and their relationship to the client;
- K. Identify a contingency plan for how necessary care of medical purposes will be provided in the event that the person's family or caregiver is unavailable due to an emergency situation or unforeseen circumstances. "Medical purposes" refers to a medical condition that places the individual at risk of not surviving, and that requires support, of persons qualified to address the specific medical needs of the person receiving services. Such conditions include, but are not limited to,
 - a. Dependency on technology, such as respirators, tracheotomy tubes, or ventilators;
 - b. Monitoring of medical equipment, such as a heart monitor; or
 - c. Uncontrolled seizures for which a response while receiving services is likely.
- L. Contain a statement of agreement with the plan signed by the client or other person legally authorized to sign on his/her behalf and a representative of PCPH/CMA staff.

PROWERS COUNTY PUBLIC HEALTH/CMA
INDIVIDUALIZED PLAN

Case
Mgmt.

The IP shall document that clients are given the opportunity to choose service providers and case management services from those available in the area and be offered a list of providers of both outside the area.

An Individual Plan Cover Sheet, as specified by the DIDD, shall be completed and attached to each IP, and submitted as necessary to DIDD as part of the Medicaid waiver enrollment/redetermination process.

Copies of the IP shall be disseminated to all persons involved in implementing the IP, including the client, his/her legal guardian or authorized representative as necessary and appropriate. If requested, copies shall be made available prior to the provision of services and supports, or within a reasonable period of time not to exceed 30 days.

The IP shall remain in effect for a period not to exceed one year, with a revision at six months and shall be reviewed and amended more frequently by the IDT as determined necessary and appropriate by its members, in order that it accurately reflects the individual's current needs and circumstances. The client and/or his/her guardian or authorized representative may ask for amendments to the IP at any time a change in services is needed or desired. Reviews shall be coordinated by the Case Management Department.

Any meeting of the IDT will be documented on the BUS within 10 days of its occurrence. The documentation shall include the reasons for the meeting, decisions and outcomes.

Policy/Procedure: 8.6007

PCPH/CMA, Case Management Services is authorized to determine the eligibility of persons with developmental disabilities within its catchment area, which encompasses Prowers, Baca, and Kiowa counties.

Persons requesting determination of whether the applicant has a developmental disability and is, therefore, eligible to receive services and supports shall submit a request to SDS Case Management. Eligibility determinations will be made by the Case Management Director or a designated Case Manager.

PCPH/CMA will ensure compliance with all applicable rules, regulations, and contracts with the State, including:

GENERAL ELIGIBILITY CRITERIA 10 CCR 2505-10 8.607.2

Developmental Disability is defined as a disability that:

- A. Is manifested before the person reaches twenty-two (22) years of age;
- B. Constitutes a substantial disability to the affected individual, as demonstrated by the criteria below at C, 1 and/or C, 2; and,
- C. Is attributable to mental retardation or related conditions which include cerebral palsy, epilepsy, autism or other neurological conditions when such conditions result in either impairment of general intellectual functioning or adaptive behavior similar to that of a person with mental retardation.
 - 1. "Impairment of general intellectual functioning" means that the person has been determined to have a full scale intellectual quotient equivalent which is two or more standard deviations below the mean (70 or less assuming a scale with a mean of 100 and a standard deviation of 15).
 - a. A secondary score comparable to the General Abilities Index for a Wechsler Intelligence Scale that is two or more standard deviations below the mean may be used only if a full scale score cannot be appropriately derived.
 - b. Score shall be determined using a norm-referenced, standardized test of general intellectual functioning comparable to a comprehensively administered Wechsler Intelligence Scale or Stanford-Binet Intelligence Scales, as revised or current to the date of administration. The test shall be administered by a licensed psychologist or a school psychologist.
 - c. When determining the intellectual quotient equivalent score, a maximum confidence level of ninety percent (90%) shall be applied to the full scale score to determine if the interval includes a score of 70 or less and shall be interpreted to the benefit of the applicant being determined to have a developmental disability.

C. A child less than three (3) years of age who lives with one or both parents who have a developmental disability.

Qualifications of Person(s) making Developmental Disability Determinations

The Case Management Supervisor, or a designated Case Manager, will make all Developmental Disability Determinations. The qualifications include having a Bachelor's Degree or five years of experience in the field of developmental disabilities, or some combination of education and experience. In addition, persons making the Determinations must receive training in the eligibility requirements and determination process.

HCPF Contract (Southern Colorado 15-67191, Amend 3 15-67191A3)

1.5. DISABILITY DETERMINATION AND WAITING LIST MANAGEMENT

1.5.1. Developmental Disability Determination

1.5.1.1. PCPH/CMA shall determine whether an applicant meets the definition of an individual with developmental disabilities as defined under 10 CCR 2505-10, section 8.600.4. PCPH/CMA shall complete the individual's determination record and assessment record in the Department prescribed system with all applicable dates and information within ten (10) Business Days after a determination is complete.

Procedure:

Determination of Developmental Disability (8.607.2)

A. Any person, his/her legal guardian, parent(s) of a minor or such person(s) authorized by law may submit a written request for a determination of whether the applicant has a developmental disability.

B. A determination of developmental disability does not constitute a determination of eligibility for services or supports. Southeastern Developmental Services shall determine whether a person has a developmental disability and therefore may be eligible to receive services and supports pursuant to Sections 25.5-10-202(2) and 211, C.R.S., in accordance with criteria as specified by the Department.

Eligibility for Medicaid funded programs specific to persons with developmental disabilities shall be determined pursuant to the Colorado Department of Health Care Policy and Financing's Medical Assistance rules (10 C.C.R. 2505-10).

C. The developmental disability determination shall be made according to Department procedures, which shall identify the qualifications of person(s) making such a determination.

D. A request for determination of developmental disability shall be submitted to Southeastern Developmental Services in the designated service area where the person resides (Prowers, Baca, Eastern Bent, and Kiowa counties), including temporary residence such as incarceration or hospitalization.

E. At the time of request, Southeastern Developmental Services shall:

H. For all applicants, PCPH/CMA shall enter into the Department's designated data system and shall permanently maintain a written and/or electronic record of the developmental disability determination on a Department prescribed form. The record, at a minimum, shall include:

1. The name of the applicant;
2. The applicant's date of birth;
3. The date of the determination of developmental disability;
3. A description of the rationale for the developmental disability determination including, at minimum, assessment scores and diagnoses;
4. The name(s) and title(s) of the person(s) involved in making the determination.

To meet this requirement, PCPH/CMA shall enter the Developmental Disability Determination into the CCMS / DDD Web database system within 10 business days of the Determination Decision date. SDS shall also permanently retain a hard copy of this information in the applicant's case record.

I. All information and assessments used to determine a developmental disability shall be current so as to accurately represent the applicant's abilities at the time of determination.

1. Assessments of adaptive behavior shall have been completed **within three (3) years** of the request.
2. Assessments of intellectual functioning shall have been completed as follows:
 - a. If an individual is **between five (5) and eighteen (18) years of age**, at least one intellectual assessment shall have been completed to determine the individual's impairment of general intellectual functioning; or,
 - b. If an individual is **eighteen (18) years of age or older** and there is only one intellectual assessment available to determine the individual's impairment of general intellectual functioning, the assessment shall have been completed when the individual was **at least eighteen (18) years of age** and shall have been completed **within ten (10) years** of the request; or,
 - c. If there is historical pattern of consistent scores, **based on two (2) or more** intellectual assessments, that demonstrates an impairment of general intellectual functioning, the assessments may be used regardless of the individual's age at the time of determination.
3. An established neurological condition shall be documented as follows:

PROWERS COUNTY PUBLIC HEALTH/CMA IDD DETERMINATIONS

Case Management

Health Care Policy and Financing's medical assistance rules (10 C.C.R. 2505-10) regarding the applicant's right to appeal the decision to the Office of Administrative Courts.

To meet this requirement SDS will issue an LTC-803 letter to be mailed with a Certificate of Mailing. PCPH/CMA will also issue to the applicant a Notice of Action Letter (8.605.2) with attached Rights and Dispute/Grievance procedures.

M. Applicants determined not to have a developmental disability may request a new determination of developmental disability at any time upon receipt of new or missing required information, and a new request date shall be established.

N. A determination of developmental disability shall be accepted by other CMA's, service agencies and regional centers.

O. A determination of developmental disability shall be permanent and shall not require renewal or review unless:

1. The interdisciplinary team determines that developmental disability services are no longer needed due to improvement in a person's condition and recommends a redetermination; or,
2. Information from a new evaluation becomes available which demonstrates sufficient improvement in a person's condition such that the determination should be reviewed.

PCPH/CMA will permanently retain all Developmental Disability Determination documents, including the Request for Developmental Disability Determination application form, Developmental Disability Determination Decision form, assessments utilized, medical documentation utilized, and notices given to the applicant of determination.

To ensure compliance with the regulations on IDD determinations, PCPH/CMA shall also retain an internal administrative tracking document or spreadsheet log, which documents at a minimum the following: Client Name; Inquiry Date (date gave app); Request Date (date turn in app); 90 Days (applicant to get all docs in from Request Date); Extension date (90 days per in writing- max 180 days from request date); Extension request details: date needs to be submitted, action taken; Date PCPH/CMA receives all needed docs; Determination (30 days from Date CMA receives all needed docs); Decision date; Mail date due (7 days from determination decision date); Mail date (actual); Information on BUS; and Information on CCMS (w/in 10 business days from decision date).

**PROWERS COUNTY PUBLIC HEALTH/CMA
HUMAN RIGHTS COMMITTEE (HRC)**

1.9. Human Rights Committee (HRC)

- 1.9.1. The Contractor shall establish and facilitate a Human Rights Committee (HRC) pursuant to §25.5-10-209(h), C.R.S. and 10 C.C.R. 2505-10 Section 8.608.5 et seq. The Contractor shall maintain qualifications for each member of the HRC and make it available to the Department upon request.
- 1.9.2. The Contractor shall submit a list of HRC members annually.
- 1.9.3. The Contractor shall notify the Department of any changes to the HRC members within 10 Business Days of the date of change.
- 1.9.4. The Contractor shall establish at least one HRC as a third-party mechanism to safeguard the rights of persons enrolled in HCBS-CES, HCBS-CHRP, HCBS-SLS, HCBS-DD, State SLS, OBRA-SS, and FSSP. The HRC is an advisory and review body to the administration of the Contractor.
- 1.9.5. The Contractor shall develop policies and procedures to assure that all potential conflicts of interest are addressed. The Contractor shall utilize the Department's required universal documents for all HRC reviews.
- 1.9.6. The Contractor shall orient members regarding the duties and responsibilities of the Human Rights Committee and make this information available to the Department upon request.
- 1.9.7. The Contractor shall provide the HRC with the necessary staff support to facilitate its functions.
- 1.9.8. The Contractor shall keep proper documentation and record of all HRC recommendations and assure that all documentation is a part of the individual's master record.
- 1.9.9. The Contractor shall maintain and submit HRC meeting minutes, attendance logs, and supporting documentation related to an HRC meeting to the Department within ten (10) business days.
- 1.9.10. The Contractor shall notify the Department in writing of any changes to the HRC membership within 10 Business Days.
- 1.9.11. The Contractor shall document all reviews within the Department's prescribed system within ten (10) day of the HRC review.

PROWERS COUNTY PUBLIC HEALTH/CMA ROLES AND RESPONSIBILITIES

Client Roles and Responsibilities

I agree to participate in the coordination of my services and will be responsible to:

- Give accurate information to my case manager regarding my ability to complete activities of daily living.
- Assist in promoting my own independence.
- Cooperate with my providers and case management agency.
- Notify my case manager of changes in my support system, medical condition, and living situation including any hospitalizations, emergency room admissions, nursing home placements, or intermediate Care Facility for the Mentally Retarded (ICF/MR) placements.
- Notify my case manager if I have not received Home and Community Based Services for 30 calendar days.
- Notify my case manager of any changes in my care needs and/or problems with services.
- Notify my case manager of any changes that may affect Medicaid eligibility.

Case Manager Roles and Responsibilities

The Case Manager agrees to:

- Coordinate needed services.
- Communicate with service providers regarding service delivery, and concerns.
- Review and revise services, as necessary.
- Notify clients regarding any changes in services.
- Notify clients when services are denied, suspended, terminated, or reduced.
- Document, report, and resolve client complaints and concerns.
- Report abuse, neglect, mistreatment, and exploitation to the appropriate authority.

HCBS Waiver

The Client shall be informed that:

- Long Term Care Medicaid is the payer of last resort.
- If the client is covered by third party insurance, he/she must disclose the name of that insurance.

PROWERS COUNTY PUBLIC HEALTH/CMA ROLES AND RESPONSIBILITIES

- Third party insurance, natural/community resources, and the Medicaid State Plan must be utilized prior to accessing Long Term Care benefits.

Appeal Rights

The client shall be informed that:

- During the course of each long-term care certification and Service Planning period, if there is a reduction, termination or denial of services, he/she will be provided a Notice of Action form with his/her appeal rights and instructions for filling an appeal for a Medicaid Fair Hearing with the Office of Administrative Courts.
- If there has been a reduction, termination, or denial of a service(s), and he/she did not receive a Notice of Action, he/she may ask for the notice with his/her appeal rights.
- The contact information for the Office of Administrative Courts is as follows:

Office of Administrative Courts
633 Seventeenth Street, Suite 1300
Denver, CO 80202

PROWERS COUNTY PUBLIC HEALTH/CMA

ROLES AND RESPONSIBILITIES

Client Name

Social Security Number

Date of Birth

Initials

Date

I have received a written and verbal summary of the Clients Roles and Responsibilities. I understand as it was explained to me.

Initials

Date

I have received a written and verbal summary of the Case Managers Roles and Responsibilities. I understand as it was explained to me.

Initials

Date

I have received a written and verbal summary of the HCBS Waiver. I understand as it was explained to me.

Initials

Date

I have received a written and verbal summary of the Appeal Rights. I understand as it was explained to me.

I acknowledge that I have received the documents as noted above. I also acknowledge that I have the right for my Case Manager to read and explain each of these documents to me. I understand that I have a right to ask questions of my Case Manager if I do not understand the contents of these procedures. Signing below signifies that I understand theses rights. If I choose to accept these documents without exercising any of these rights, it is by my own free will.

Signature of Client

Date

Signature of Case Manager

Date

Authorized Reprehensive

Date

PROWERS COUNTY PUBLIC HEALTH
CASE MANAGEMENT AGENCY

Acknowledgement of Receipt of Notice of Privacy Practices

This is to acknowledge my receipt of the Southeastern Developmental Services, Inc. Notice of Privacy Practices effective April 14, 2003.

I received the Notice of Privacy Practices on _____
Date

Client Name: _____

Signature of Client: _____

Name of Caseworker

Signature of Caseworker: _____

Relationship to Client

This PCPH/CMA Notice of Privacy Practices should be kept with your other important records and for reference as needed.

Please sign and date this acknowledgement of receipt form. Return this form to SDS. This acknowledgment form will be maintained in the client's master records. If you have additional questions please call Kristina Fiene at (719)336-3244 ext. 21.

Thank you,

AUTHORIZATION FOR RELEASE OF INFORMATION

Client's Name: _____ Date of Birth: _____

I request and authorize Prowers County Public Health & Environment/Options for Long Term Care to release or request information specified below to the organization, agency or individual named on this request.
This section of the form may be used as a multi-agency release of information. I authorize Prowers County Public Health & Environment/Options for Long Term Care to release information to and obtain information from the following agencies and/or individuals:

_____ Primary Physician Name:	Information to be Released: <input type="checkbox"/> Health History <input type="checkbox"/> Psychiatric Condition/Treatment <input type="checkbox"/> Medication Information (Diagnosis/Medications) Method of Release: <input type="checkbox"/> Written <input type="checkbox"/> Verbal
_____ Family Members/POA/MPOA Name:	Information to be Released: <input type="checkbox"/> Health/Environment <input type="checkbox"/> History Method of Release: <input type="checkbox"/> Written <input type="checkbox"/> Verbal
_____ Provider Agency Name:	Information to be Released: <input type="checkbox"/> All Method of Release: <input type="checkbox"/> Written <input type="checkbox"/> Verbal
_____ Nursing Home/Residential Facility Name:	Information to be Released: <input type="checkbox"/> All <input type="checkbox"/> Psychiatric Condition/Treatment <input type="checkbox"/> Medication Information Method of Release: <input type="checkbox"/> Written <input type="checkbox"/> Verbal
_____ Other Name:	Information to be Released: <input type="checkbox"/> All <input type="checkbox"/> Appointment Information <input type="checkbox"/> Psychiatric Condition/Treatment <input type="checkbox"/> Medication Information

AUTHORIZATION: Generally these laws prohibit a covered entity like PCPHE/OLTC from using or disclosing PHI unless authorized by individuals, except where this prohibition would result in unnecessary interference with access to quality healthcare or with certain other important public benefits or national priorities. Ready access to treatment and efficient payment for healthcare, both of which require use and disclosure of protected health information, are essential to the effective operation of the healthcare system. In addition, certain healthcare operations – such as administrative, financial, legal, and quality improvement activities – conducted by or for healthcare providers and health plans, are essential to support treatment and payment. To avoid interfering with an individual's access to quality healthcare or the efficient payment for such healthcare, the HIPAA Privacy Rule permits a covered entity to use and disclose protected health information, with certain limits and protections, for treatment, payment, and healthcare operations activities.

Further Disclosure: Information disclosed for payment and reporting may be further disclosed by the recipient to Colorado Department of Health Care Policy and Financing (HCPF).

Redisclosure: I understand that information provided based on this Authorization may be re-disclosed to another party by the authorized recipient and that PCPHE/OLTC has no control over the additional disclosure and cannot protect the information after it is released based on this Authorization.

Right to Revoke: I understand that I may revoke this Authorization at any time by giving written notice to the authorized System of Care User Group agencies or programs, except to the extent that action has already been taken to comply with it. I understand that any revocation can only apply to future disclosures or actions regarding the disclosure of my information and cannot cancel actions take or disclosures made while the authorization was in effect.

Conditioning: I understand that PCPHE/OLTC may not condition healthcare treatment, payment, enrollment or eligibility for benefits on my executing this Authorization except for research purposes, for services conducted solely to produce information for a 3rd party, or enrollment in a health plan.

This form is valid only for a one (1) year period. Each one (1) year period, clinician and/or case managers must receive written authorization to release information to complete services as planned.

☐ I understand that I am entitled to a copy of this authorization.

OTHER CONDITIONS:

A copy of this authorization or my signature thereon may be used with the same effectiveness as an original.

Client's Signature _____ Date _____ Witness' Signature _____ Date _____

Person Authorized To Sign for Client (Name & Authority) _____ Date _____

CANCELLATION:

I understand that I may cancel this authorization at any time as noted in the agencies Notice of Privacy Practices, except when action has already been taken to obey it.

☐ I hereby revoke this Authorization to Disclose Information

I hereby cancel the authority of Prowers County Public Health & Environment/Options for Long Term Care to release information to:

Date of cancellation: _____ Client's Signature: _____ Date: _____



PROWERS COUNTY PUBLIC HEALTH/CMA INDIVIDUAL RIGHTS

RIGHTS OF PERSONS RECEIVING SERVICES

Persons with a developmental disability who are over the age of 18 are guaranteed the following rights according to

COLORADO REVISED STATUTES 25.5-10-218 through 230

Rights to an individualized plan: Developed jointly by person receiving services, case manager, person's parent/guardian, and other professionals working with the person on an annual basis (or more frequently if applicable).

Right to medical care & treatment: For treatment of ailments or prevention of illness. To be free from unnecessary or excessive medication. Medication shall not be used for convenience of staff, for punishment, as a substitute for treatment, or in quantities that interfere with treatment. Not to be subjected to experimental research or hazardous treatment without consent. Not to have organs removed for transplant without consent.

Rights to humane care & treatment: All agencies shall prohibit mistreatment, abuse, neglect and exploitation in any form. Agencies shall provide a humane physical environment and qualified staff in sufficient numbers. Seclusion shall not be employed. Physical restraint shall be employed only when absolutely necessary to protect individual from injury or to prevent injury to others. A record shall be kept of all physical injuries, incidents, and uses of restraints.

Right to religious belief, practice, and worship: Opportunities for worship not limited for staff convenience or preference. Not required to perform any act contrary to religious belief. No coercion into engaging in or refraining from religious activity.

Right to communication and visits: With persons of his/her choosing. Right to send/receive unopened mail, have reasonable access to telephones, and meet and interact with visitors and community at large. Close relatives, guardians, and authorized representatives allowed to visit at reasonable hours without notice. Policies and procedures may not prohibit the right to sexual interaction based on individual choice.

Right to fair employment practices: No person receiving services shall be required to perform labor, but may do so voluntarily. Persons receiving services shall not provide training and supervision and care to other persons without training, supervision, and reimbursement. Housekeeping tasks may be performed if part of the IP. Payment shall not be collected to offset the cost of providing services.

Right to vote: Shall be assisted with registration and voting.

Right to a record: That is not a public record.

Right to personal property: Possession of and use of own clothing and personal effects. Management of own funds unless the IP documents and justifies limitation. Items belonging to person receiving services cannot be taken away, removed or withheld by provider or staff.

PROWERS COUNTY PUBLIC HEALTH/CMA INDIVIDUAL RIGHTS

Right to establish a committee to represent their interests and influence: The agency CCB's must assure access to the Board of Directors. No person may be discriminated against as a result of their attempts to advocate with the agency.

Right to notification: In a language the person can understand. To have rules and regulations, and rights explained, as well as the right to an authorized representative.

Right to be free of discrimination: Free of being given any unfavorable weight due to the fact that a person is receiving services.

Right to give consent for treatment: Three elements of consent-capacity, information, and voluntary. Consent for contracts, medical treatment, admission to programs, diagnosis, evaluation and screening activities, behavioral treatment.

Right to have any mistreatment, abuse or neglect investigated: All actual or suspected incidents shall be reported immediately to the agency administrator or designee. All agency staff should be aware of their obligations to report child abuse and neglect, crimes and adult abuse pursuant to Colorado Statutes. All agency staff is a mandatory reporter.

Right to choose not to have sterilization: Any person with an Intellectual and/or Developmental Disability over eighteen years of age has the right to choose not to have or choose to have sterilization. The person must give informed consent and the process is subject to the procedure outlined in 25.5-10-231

***People receiving services cannot be treated
Differently simply because they have a
Developmental disability!***

CONFLICT OF
INTEREST – SOLICITATION - CONFIDENTIALITY

- No employee will engage in any activity or enterprise that creates a financial or ethical conflict or the perception of a possible conflict, with his/her duties.
- Employees shall refuse, or return, gifts or other donations received in relation to their employment and will notify their supervisor. **Gratuities (tips), gifts or loaning of money will not be permitted between staff and clients. One possible exception may be at holidays when gifts may be exchanged with the knowledge and permission of the Administration.**
- Providers are not allowed to bring family members or friends to the client's home while functioning as an employee.
- All employees must maintain a high standard of dress and personal grooming at all times when on duty. Clothing should reflect the pertinent working conditions.
- Each employee is expected to put forth maximum effort in the performance of their job.
- Employee must deliver care in nonjudgmental and nondiscriminatory manner that is sensitive to the client. You must convey care in a manner that promotes and preserves the client's autonomy, dignity, and rights.
- The employee must maintain client's **confidentiality** within legal, regulatory, and ethical parameters of care.

Employee Signature

Date

Administrator Signature

Date



CMA Transition Record Retention and Document Management

September 28, 2023

Background

Starting August 1, 2023, the Department of Health Care Policy and Financing (HCPF) began meeting with Case Management Agencies to begin operationalizing Case Management Agency (CMA) Transitions to become compliant with federal conflict-free case management and Colorado's Case Management Redesign efforts.

Purpose

HCPF is providing this document to outline federal and state HIPAA and Privacy regulatory requirements and provide best practices that apply to appropriate safeguards for record retention and document management relative to CMA Transitions.

Federal and State HIPAA and Privacy Regulatory information

Records 8.606.3 Safeguarding Records

- A. Records pertaining to persons seeking or receiving services shall be maintained in accordance with these rules and other federal and state regulations and accreditation standards. Where no superseding regulation or policy applies, records may be purged and destroyed per agency policy.
- B. An individual designated by the agency shall be responsible for the record at all times during the examination of the record by entities other than employees of that agency.
- C. Records shall be made available for review at the agency to authorized persons within a reasonable period of time as negotiated by the agency and the party seeking access.
- D. At no time may a person examining a record remove anything from it or otherwise make changes to it, except as delineated below:
 - If the person seeking or receiving services, parent of a minor, guardian, or authorized representative, if within the scope of his/her authority, objects to any information contained in the record, he/she may submit a request for changes, corrections, deletions, or other modifications.
 - The person seeking or receiving services, parent of a minor, guardian, or authorized representative shall sign and date the request.
 - The agency administrator will make the final determination regarding the request and will notify the requesting party of the decision.4. If the agency administrator denies the request,

4. All records for active members must be retained and transferred.
5. Records for deceased or discontinued members need to be retained for six (6) years after their last date of service.

For active members, upload the following documents into the CCM member record prior to November 1, 2023

1. Intake and referral forms
2. Service Plan Signature Pages
3. Long-term home health 485
4. IDT notes for all years
5. SIS Assessment - upload anything not entered into SIS online
6. ILADS - uploaded into the CCM
7. **DD Determinations**
 - a. DD Determ/Delay Determ application
 - b. DD Determ/Delay Determ Decision Form
 - c. DD Determ/Delay Determ notice letter
 - d. All applicable testing and records used to make the determination (IQ testing, Adaptive Behavior testing, diagnosis records, etc.)
8. Participant Directed Programs forms
 - a. [Outgoing Agency PDP Guidance.pdf](#)

View the [CCM Document Management Job Aid](#) for instructions on how to upload documents in the CCM.

How to transfer paper records

1. Whenever possible upload records to CCM and destroy paper copies.
2. For hard copies, outgoing agencies must have a secure process for ensuring record transfers which includes,
 - a. Label and account for each box being transferred.
 - b. Prior to records being loaded into a vehicle, have 2 people sign off on the number of boxes being transported.
 - c. Once records are loaded into a vehicle go directly to the office where records will be received. Keeping your doors locked. If a stop is absolutely necessary, such as for gas on a long journey. Ensure records are locked in the vehicle and the records or vehicle in the agency staff's line of sight. This may require transporting records in pairs.
3. Upon transfer of records to the incoming agency, have signatures from the incoming agency and from the outgoing agency on a transfer form that records # of boxes transferred.
4. Outgoing agency, ensure # of boxes received by incoming agency matches # of boxes loaded into vehicles.
5. Incoming agencies must immediately secure records in a HIPAA-compliant way including limiting who has access and being locked up when not in use