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El Paso County, CO  
  
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**RESOLUTION NO. 19-469**

**BOARD OF COUNTY COMMISSIONERS  
COUNTY OF EL PASO, STATE OF COLORADO**

**RESOLUTION TO APPROVE A FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING  
FOR 2019 WITH PROWERS COUNTY, COLORADO, REGARDING AFTER-HOURS CALLS TO  
THE STATE HOTLINE FOR CHILD WELFARE AND ADULT PROTECTION CONCERNS**

**WHEREAS**, pursuant to C.R.S. §§ 30-11-101(1)(e) and 30-11-107(1)(e), the Board of County Commissioners of the County of El Paso, State of Colorado (hereinafter "Board"), has the legislative authority to represent the County and manage the business and concerns of the County; and

**WHEREAS**, in 2015, the state of Colorado activated the Colorado Child Abuse and Neglect Hotline (Hotline) in order to provide a statewide, toll-free number for individuals to call to report suspected child abuse and neglect, as well as adult protection concerns; and

**WHEREAS**, on December 4, 2018, the Board of County Commissioners approved the 2019 Memorandum of Understanding with Prowers County, Colorado for them to answer and complete enhanced screening reports for Child Welfare and Adult Protection concerns that are reported outside of regular County business hours, to include holidays and weekends; and

**WHEREAS**, the original 2019 MOU amount (\$89,355.00) was based on a projection of services for the period January 1, 2019 through December 31, 2019; and

**WHEREAS**, El Paso County Department of Human Services has exceeded the projected services for 2019;

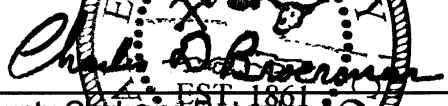
**WHEREAS**, the First Amendment increases the amount by \$15,000.00 to support the cost of services until the end of the 2019 term, for a total of \$104,355 for the 2019 calendar year; and

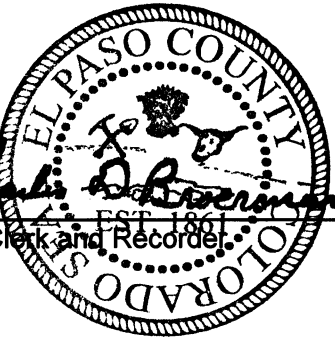
**NOW, THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of the County of El Paso, State of Colorado, hereby approves the First Amendment to the Memorandum of Understanding for 2019 with Prowers County, Colorado regarding after-hours calls to the State Hotline for Child Welfare and Adult Protection concerns.

**BE IT FURTHER RESOLVED** that the Chair of the Board of County Commissioners, a duly elected, and qualified member, or the Vice Chair, a duly elected and qualified member of the Board of County Commissioners, be and is hereby authorized and appointed on behalf of the Board to execute any and all documents necessary to carry out the intent of the Board as described herein.

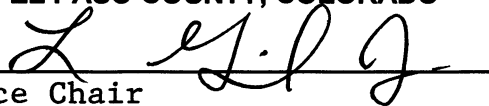
Done this 17th day of December 2019 at Colorado Springs, Colorado.

ATTEST

  
\_\_\_\_\_  
County Clerk and Recorder



**BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO**

  
\_\_\_\_\_  
Vice Chair

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING**  
**Between**  
**EL PASO COUNTY**  
**and**  
**PROWERS COUNTY**

This First Amendment to Memorandum of Understanding (“First Amendment”) regarding the Hotline County Connection Center (HCCC) is made by and between El Paso County, Colorado (“El Paso County”) a body corporate and politic by and through its Board of County Commissioners, and Prowers County, Colorado body corporate and politic by and through its Board of County Commissioners (“Prowers County”). El Paso County and Prowers County shall jointly be referred to as the “Parties”.

**RECITALS**

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

**FIRST AMENDMENT**

- A. The First Amendment is effective December 12, 2019 and will remain in place up to and including December 31, 2019.
- B. The First Amendment increases the original MOU budget by \$15,000.00 to cover the costs of call coverage services for the remainder of 2019.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed as of this \_\_\_\_ day of \_\_\_\_\_ 2019.

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING  
 FOR: HOTLINE COUNTY CONNECTION CENTER  
 CONTRACT NO. DHS-18-52  
 PAGE 2

Approving Entities	Approving Entities
Signed:	Signed:
Name: Mark Waller	Name:
Title: Chair	Title:
ATTEST:	Entity: <u>Prowers County</u>
BY:	<b>State Confirmation</b>
County Clerk and Recorder	Date:
APPROVED AS TO FORM:	Signed:
BY:	Name: <u>Ann Williams</u>
Office of the County Attorney	Title: <u>Hotline System Operations Analyst</u>
Entity: <u>El Paso County</u>	Entity: <u>Colorado Department of Human Services</u>

**MEMORANDUM OF UNDERSTANDING**

Between  
**EL PASO COUNTY**  
and  
**PROWERS COUNTY**

**INTRODUCTION:**

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

**PURPOSE:**

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

**TERM, AMENDMENT, TERMINATION:**

1. Term of MOU:
  - a. This MOU becomes effective on January 1, 2019 for the period of 12 months, ending December 31, 2019.
  - b. To renew the MOU, the parties may extend it for up to three additional one year terms upon written agreement of all the parties. The parties shall notify each other at least 30 days prior to expiration of the MOU to execute an extension.
2. Amendments:
  - a. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of the Parties.
  - b. Any changes, modification, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by the Parties, and will be effective in accordance with the terms and conditions contained herein.
3. Termination:
  - a. Any party may, at its sole discretion, terminate or cancel the MOU upon 30 days' written notice to the other party.

**RATE FOR SERVICES:**

1. The calculations used to determine the rate of the Call Coverage Services are based on an annual projection of the number of Child Protection Program Area 5, Program Area 4 and Institutional reports taken and an equivalent number of Other Child Welfare ("Other CW") Inquiry related call reports. For purposes of this MOU, 10 Other CW calls equal 1 report.
2. El Paso County is allocated 48 free child welfare reports which are subtracted from the total number of projected reports.
3. Regarding Child Welfare reports, projections are based on the total monthly average number of reports

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

4. Regarding APS reports they typically are based on the projected number of calls during the previous 12 months. In the case of El Paso County, APS projections have not been included. In the event the volume of APS calls becomes significant, the MOU may need to be amended. The rate will be \$10.00 per APS report.
5. Prowers County has entered into agreements with other Colorado counties to provide the same services as contemplated in this MOU. In the event the HCCC must expend additional funds to accommodate adding additional positions to take calls on behalf of all of the other counties including El Paso 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, El Paso County will be notified 60 days in advance of any additional costs required for HCCC's services so it can determine whether to terminate this MOU.
6. Prowers County will invoice for the Call Coverage Services. Invoices shall include a description of the Services performed as El Paso County may request. El Paso County will submit payment for Services satisfactorily performed within 60 days of receipt.
7. The rates of Call Coverage Services provided to El Paso County per the terms of the MOU are:

Projected number of reports Jan 1-Dec 31 2019:	3,722
Less the Annual allotment of reports:	48
Total Number of Projected Reports:	3,674
Rate per Report:	\$ 23.00
Rate of Child Welfare Reports:	\$ 84,502.00
2,110 C/W Inquiries @\$23.00 per 10:	\$ 4,853.00
000 APS Calls @ \$10.00 per report:	\$ N/A
Total Investment for Call Coverage Services:	\$ 89,355.00

8. Should El Paso County exceed the pro-rated number of reports, as stipulated in the MOU, the County will be responsible for reimbursing the HCCC for the cost of the additional reports. The HCCC will be responsible for notifying the County in a timely manner when adjustments (True-Up) to the MOU are required.

**JOINT RESPONSIBILITIES SHARED BETWEEN EL PASO COUNTY AND PROWERS COUNTY HCCC:**

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

**GENERAL RESPONSIBILITIES OF HCCC:**

1. The Hotline County Connection Center (HCCC) will make the appropriate routing changes and take the after-hours calls for El Paso County. After-hours is defined as any time outside of normal business operating hours, including week-ends and holidays.
2. All next step decisions regarding Hotline call records will be left to the discretion of El Paso County. El Paso County will be responsible to complete a review of all information in the Trails Hotline Application ("THA") and Trails to ensure appropriate disposition.
3. Reports, which can be referred to as Referrals, taken by the HCCC will be entered into the THA, submitted, and transferred to El Paso County's Trails Inbox. When El Paso County is notified, HCCC

will provide the Hotline ID and Referral ID. If personal notification, El Paso County can request a brief synopsis of the report.

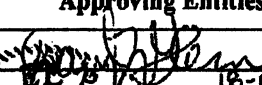
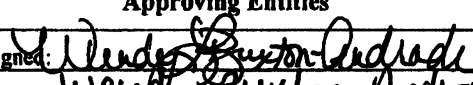
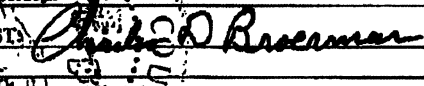
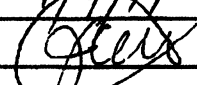
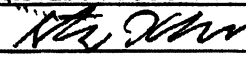
- a. HCCC will notify El Paso County of a referral via email during business hours and by personal contact during after-hours.
  - b. HCCC will provide the Hotline ID and/or Referral ID number (pursuant to Volume 7 Rules) to an entity designated by El Paso County.
4. If the HCCC believes the report is of an immediate response nature, the HCCC will notify El Paso County while information is being entered into the THA.
  5. For Child Welfare Inquiries, notification of the call will occur via email during business hours and by personal contact during after-hours (pursuant to Volume 7 Rules) to an entity designated by El Paso County and will be sent to El Paso County's Pending Incoming Hotline Queue. HCCC will provide the designated entity with the Hotline ID number and a brief synopsis. It will be the responsibility of El Paso County to check the pending queue and manage the final disposition of all records.
  6. Information and Referral (non-CW) calls will be sent to El Paso County's Pending Incoming Hotline Queue (pursuant to Volume 7 Rule). It will be the responsibility of El Paso 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 El Paso County main Department of Human Services number. El Paso County can request a brief synopsis.
  7. If HCCC receives a call from law enforcement or medical personnel that requires immediate response from El Paso County, HCCC will transfer the call to an El Paso County on-call designee. If the El Paso County on-call designee is not available, HCCC will take a message and continue to make attempts to notify the County. If appropriate, the HCCC will take a report while notifying the County.
  8. HCCC's primary role is managing CW calls and related reports. In the event APS calls are inadvertently routed to the HCCC, the HCCC agrees to:
    - a. If during the day time business hours, transfer the call to the designated APS number for El Paso County. If the HCCC should take an APS report it will be documented in the Colorado Adult Protection System ("CAPS") and in the THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. El Paso County will confirm receipt and update in the THA.
    - b. If an APS call is regarding an adult over 70 years old, the HCCC will document the call in the THA and advise the reporter to call local law enforcement. The HCCC will then notify the County of the call.
    - c. If the call arrives during after-hours then the HCCC will document the call in CAPS and THA. Once complete, the record will be transferred to the County's Pending Incoming Hotline Queue. El Paso County will confirm receipt and update in the THA.
    - d. If the HCCC determines the volume of APS calls exceeds the reasonable ability to take those calls, the HCCC has the right to refuse taking such calls. In doing so the HCCC will work with the State to help develop options for routing APS calls to another agreed upon entity.

#### **GENERAL RESPONSIBILITIES OF EL PASO COUNTY:**

1. El Paso County will provide an updated list of on-call El Paso 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 El Paso County's responsibility to immediately inform the HCCC of the change and to provide the required contact telephone number.
2. El Paso County will notify the HCCC of any special circumstances where El Paso County staff will be unavailable by email (business hours) or voice telephone/cellphone (i.e., employees are in court, meetings, training, after-hours etc.). El Paso County should make every attempt to identify another entity that can receive notification. This can be any entity designated by El Paso County.
3. El Paso County can access the call recordings, will monitor and appropriately status all calls in their Pending Queue in the THA and status all records by the end of the next business day or 12 business hours; whichever is greater.

**GENERAL PROVISIONS:**

1. This MOU is not intended to create any agency or employment relationships between the parties nor is it intended to create any third party rights or beneficiaries.
2. Nothing contained herein shall be construed as a waiver of any party of any immunity at law including immunity granted under the Colorado Governmental Immunities Act.
3. No modification or waiver of this MOU or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
4. This MOU and the parties' conduct hereunder shall be subject to local, state and federal laws and regulations, including requirements associated with confidentiality of information and HIPPA privacy requirements.
5. The Parties to this MOU are subject to the provisions of Colorado Constitution, Article X, Section 20 ("TABOR") regarding multiple fiscal year obligations. Therefore, no obligation extending beyond December 31, 2018, shall be enforceable unless and until County, acting through the Board, has adopted a budget for 2019 providing for payment of such obligations. El Paso 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 preceding document before the MOU can be finalized.
7. All signatories have the appropriate delegation of authority to sign this MOU.
8. This MOU is subject to all applicable federal, state and local laws, regulations and rules, whether now in force or hereafter enacted or promulgated. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.
9. No Third Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other or third person or entity on such MOU. It is the express intention of the Parties hereto that any person or entity, other than the Parties, receiving services or benefits under this MOU shall be deemed to be incidental beneficiaries only.

Approving Entities	Approving Entities
Signed: 	Signed: 
Name: Darryl Glenn	Name: Wendy Buxton-Andrade
Title: President	Title: BOCE Chairman
Entity: Prowers County	Entity: Prowers County
BY: 	<b>State Confirmation</b>
County Clerk and Recorder	Date: 4/4/19
APPROVED AS TO FORM:	Signed: 
BY: 	Name: Jack Hubert
Office of the County Attorney	Title: Hotline System Manager
Entity: El Paso County	Entity: Colorado Department of Human Services