

INTERGOVERNMENTAL AGREEMENT
BETWEEN
LA PLATA COUNTY AND ARCHULETA COUNTY
REGARDING SOCIAL SERVICES

THIS AGREEMENT is entered into this ____ day of _____, 2022, *nunc pro tunc* to July 1, 2020, by and between the Board of County Commissioners of La Plata County, Colorado ("La Plata County" or "La Plata County Board") and the Board of County Commissioners of Archuleta County, Colorado ("Archuleta County" or "Archuleta County Board"), in their respective capacities and sitting as the County Boards of Social Services as defined in C.R.S. § 26-1-103(1) and § 26-1-116(l)(a).

WHEREAS, the parties to this Agreement have the authority pursuant to Article XIV, Section 18 of the Colorado Constitution and C.R.S. § 29-1-201, et. seq. to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually; and

WHEREAS, Archuleta County wishes to engage the services of La Plata County to provide, and La Plata County wishes to provide, some but not all of the social services and programs serving the residents of Archuleta County; and

WHEREAS, the parties to this Agreement do not intend to establish a district department of social services pursuant to C.R.S. § 26-1-115(2) and § 26-1-116; and

WHEREAS, by this Agreement, the parties wish to clarify their agreement regarding the provision of social services.

WHEREAS the parties had a previous and substantially similar Intergovernmental Agreement Between La Plata County and Archuleta County Regarding Social Services ("August 6, 2019 Agreement") that by its terms expired on June 30, 2020 and that was not renewed in writing as required by the August 6, 2019 Agreement. The parties have been operating generally according to the terms of that August 6, 2019 Agreement until the present date, with a few exceptions noted in this Agreement that include: billing and payment has varied as pay rates and mileage rates have increased, so a new Exhibit A replaces the Exhibit A found in the August 6, 2019 Agreement; and the parties did not end the Agreement on June 30, 2020 as stated in Paragraph 3 of the August 6, 2019 Agreement, but wish to extend their contractual relationship for a reasonable period of time, or until termination, as reflected in Paragraph 3 of this Agreement. **Exhibit B** is the August 6, 2019 Agreement and is attached to this Agreement. Any other changes between this Agreement and the August 6, 2019 are minor in nature and reflect the current agreement and understanding of the parties.

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. **Services.** La Plata County shall provide the social services and programs as specified on the attached Exhibit "A" for Archuleta County, the terms of which are expressly incorporated herein ("Services"). In connection with the provision of Services, the Director of the La Plata County Department of Human Services ("Director") shall:

- a. Ensure that Services comply with all applicable state and federal requirements;
 - b. Supervise all personnel of the La Plata County Department of Human Services in their provision of Services; and
 - c. Electronically submit an invoice to the Director of the Archuleta County Department of Human Services on a monthly basis, no later than 20 days after the end of the previous month.
2. Compensation and Method of Payment. Archuleta County shall compensate La Plata County for Services in accordance with the Billing and Payment method set forth on the attached Exhibit "A," the terms of which are expressly incorporated herein.
3. Term of Agreement. The term of this Agreement shall be for a reasonable period of time, commencing on July 1, 2020, and terminating pursuant to Paragraph 4.
4. Termination. This Agreement may be terminated by either party with or without cause upon fourteen (14) days prior written notice to the other party. Upon termination, each party shall be released from all further liability and obligations hereunder. In addition, either party may terminate this Agreement immediately without prior notice if any of the following occurs:
 - a. Either party breaches any provision of this Agreement; or
 - b. Either party commits an act of fraud, dishonesty or any other act of negligent, reckless or willful misconduct or violates any other provision of law.
5. La Plata County Personnel. La Plata County represents that it has, or will secure at its own expense, all personnel necessary to perform the Services subject to staffing availability. Such personnel shall not be employees of or have any contractual relationship with Archuleta County and are not eligible for any benefits, unemployment compensation or any other benefits accorded to employees of Archuleta County. La Plata County agrees to perform the services hereunder as independent contractors with discretion and control over the furnishing of services provided for in where such discretion and control is not otherwise pre-empted by terms of this Agreement. In no event shall any officers, or agents or employees of a party be deemed to be an officer, agent or employee of the other party.
6. Archuleta County Personnel. Archuleta County represents that it will provide or secure all personnel necessary to facilitate the provision of the Services and provide all other social services and programs to Archuleta County residents not provided by La Plata County.
7. Obligation to Keep Information Confidential, Secure Personal Information, and Notify of Breach. If Archuleta County or La Plata County maintains, stores, processes or has access to "personal information," as defined below, in providing the Services specified in this Agreement Archuleta County and La Plata County agree that it shall guard such personal information from unauthorized access, use, modification, disclosure or destruction, pursuant to C.R.S. § 24-73-102, as amended. Archuleta County and La Plata County shall implement and maintain reasonable security procedures and practices appropriate to the nature of the personal information.

Archuleta County and La Plata County shall notify each other within three (3) business days of any security breach or other unauthorized acquisition of personal information that

compromises the security, confidentiality, or integrity of such personal information. Good faith acquisition of personal information by Archuleta County or La Plata County employees in performance the Services specified of this Agreement is not a security breach; provided, that the information is not used for any other purpose or subject to further disclosure. In the case of any breach or unauthorized access, Archuleta County and La Plata County shall cooperate with each other to provide information to affected persons and other third-parties, as required by this Agreement or C.R.S. § 24-73-103, as amended, and shall be solely responsible for any cost and expense related to notification depending on the nature and location of the breach. Archuleta County and La Plata County shall indemnify, defend and hold each other harmless for any claims, costs and expenses, damages and liability to any person or property whatsoever, based on a breach in Archuleta County or La Plata County security or other unauthorized access of personal information.

- a. Personal Information Defined: For purposes of this Agreement, “personal information” means the following: social security number; personal identification number; password; passcode; official state or government-issued driver’s license or identification card number; government passport number; employer, student or military identification number; health insurance identification number; financial transaction device (i.e., any instrument or device whether known as a credit card, banking card, debit card, electronic fund transfer card, or guaranteed check card, or account number representing a financial account or affecting the financial interest, standing, or obligation of or to the account holder, that can be used to obtain cash, goods, property, or services or to make financial payments, but shall not include a “check”, a “negotiable order of withdrawal”, and a “share draft” as defined in C.R.S. § 18-5-205, as amended); biometric data generated from measurements or analysis of human body characteristics for the purpose of authenticating an individual when s/he accesses online accounts; or any information about a person’s medical or mental health treatment or diagnosis by a health care professional.

8. General Provisions.

- a. This Agreement shall be binding upon the successors and assigns of the parties hereto.
- b. This Agreement shall be interpreted and enforced according to the laws of the State of Colorado.
- c. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered, or after the lapse of three business days following the mailing by registered or certified mail, postage prepaid, addressed as follows:

For La Plata County: Martha Johnson
La Plata County Director of Human Services
10 Burnett Court, First Floor
Durango, CO 81301

With copies to: Chuck Stevens
La Plata County Manager
1101 E. 2nd Avenue
Durango, CO 81301

For Archuleta County: Isabel Vita

Archuleta County Director of Human Services
P.O. Box 240
Pagosa Springs, CO 81147

With copies to:

Derek Woodman
Archuleta County Manager
P.O. Box 1507
Pagosa Springs, CO 81147

- d. This Agreement constitutes the entire understanding and agreement among the parties and shall be binding on the parties. No amendment hereto shall be effective unless in writing and executed in like manner as the original.
- e. The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the parties to this Agreement, their heirs and assigns, shall have any right, legal or equitable, to enforce any provision of this Agreement.
- f. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same original instrument
- g. Any term herein shall include the masculine, feminine, singular, plural, individuals, partnerships or corporations where applicable.
- h. This Agreement's final form resulted from review and negotiations among the parties and their attorneys, and no part of this Agreement shall be construed against any party on the basis of authorship.
- i. Each person signing this Agreement in a representative capacity expressly represents that the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(SEAL)

AGREED:
BOARD OF COUNTY COMMISSIONERS
LA PLATA COUNTY, COLORADO

Clerk to the Board

Matt Salka, Chair

(SEAL)

BOARD OF COUNTY COMMISSIONERS
ARCHULETA COUNTY, COLORADO

Clerk to the Board

Alvin Schaaf, Chair

Exhibit A
Scope of Work
Facilitated Family Meetings

Purpose

To clarify La Plata County's provision of Family Meeting coordination and facilitation to Archuleta County, including a description of the process and the expectations of involved parties.

Definitions

Facilitated Family Meetings - called "Family Meetings" or "FMs" in La Plata and Archuleta County. FMs include the family, their identified supports, and the professionals working with them. Family members' voices are highlighted in discussion and included in as much decision-making as possible. Discussion focuses on: why the Department of Human Services (DHS) is involved; goals for safety, permanency, and/or well-being; and planning next steps. The FM Coordinator provides ongoing staff development regarding FM principles and process.

Procedures

Logistics:

Every effort will be made to hold FMs within seven (7) business days of traditional case openings. FMs are offered for all involuntary and high-risk voluntary cases. FMs are also available as needed for families in lower risk voluntary cases and during the assessment phase, even when there is no plan to open an ongoing case.

The worker who is opening the case with the family is responsible for telling the family that the FM Coordinator will contact them in order to schedule the FM within the timeframe noted above. The worker opening the case completes the "Family Meeting Referral" form with the family's input and parent/guardian signatures. The worker submits the completed form to the FM Coordinator via email within four (4) business days of traditional case opening.

Weekly slots are available for emergency FMs in the instances of unforeseen case openings or crises. No referral form is used for emergency FMs. The primary caseworker is responsible for confirming availability with the FM Coordinator, inviting the family and other participants, securing the space and providing the conference call-in number as needed.

The location and timing of meetings is flexible to accommodate the family's needs and allow for maximum involvement of family supports.

Meeting Preparation and Participation:

Ultimate decisions about participants are made by the family except where noted below.

Family members and their guests are prepared by the FM Coordinator who explains the FM's purpose, agenda, logistics, and expectations. The FM Coordinator seeks family members' input about who they want to invite to support them and if they have any safety concerns or special needs to be accommodated in the meeting.

The children are included unless there is a safety concern or other barriers to their involvement. If the children are not physically present, their voices are included in other ways.

If there are safety concerns that can be mitigated by keeping specific participants apart, then separate meetings are scheduled as close together in time and location as possible. If there are safety concerns that may not be mitigated through separate meetings, planning occurs on a case-by-case basis about including law enforcement, excluding a particular participant, or other potential interventions.

Translation services for participants who speak a language other than English will be arranged by and paid for by Archuleta County DHS.

An Archuleta County DHS supervisor attends all involuntary, high-risk voluntary and placement-related FMs. If a supervisor is not in the meeting, one is available for consultation and service authorization during the meeting. All service authorizations are approved the same day the meeting is held.

An Archuleta County DHS caseworker is always present at the FM. The caseworker is initially prepared for FM participation by the FM Coordinator who orients the caseworker to process and expectations prior to the caseworker's first FM involvement. The caseworker is expected to actively participate in the FM by articulating why DHS is involved, concerns about safety and risk, the family's strengths, the goals in the case, and recommendations of community services that may be helpful. The caseworker is expected to be open to the family's input and incorporate it into the family's case planning. The caseworker will notify the FM Coordinator if there are special circumstances and/or concerns regarding the FM.

Guardians ad Litem (GAL) are always invited to FMs when assigned to a case. They may choose whether or not to participate.

Respondent Parent Counsels (RPCs) may be invited by parents. Because of the time-sensitive nature of cases, RPCs are encouraged to attend the initial FM as scheduled if parents choose to include them.

Service providers, Court-Appointed Special Advocate (CASA) volunteers, additional DHS employees and foster parents are included on a case-by-case basis.

The FM Coordinator provides neutral facilitation of structured discussion focused on solutions to the presenting safety concern(s). The FM Coordinator focuses on including all participants in the discussion, creating a safe environment, and building consensus. The FM coordinator's qualifications include the knowledge and skills required to promote communication and problem solving regarding safety and resource planning with all meeting participants.

Confidentiality and Conflict Resolution:

At the beginning of the FM, confidentiality is discussed and parents are asked to sign a confidentiality agreement. If the child's parent or other person responsible for his/her care

disagrees with the outcome of the meeting, he/she can follow the Archuleta County DHS complaint procedure. If the case is court-involved (a Dependency and Neglect case or a Petition to Review the Need for Placement), they can also address any disagreements or concerns through the court case.

Documentation:

The FM Coordinator takes notes during the meeting, and within seven (7) business days, enters the notes into Trails and sends documentation to all meeting participants.

Billing and Payment:

The FM Coordinator will time-report all of their time worked on Archuleta County FMs, including time spent training staff, scheduling the meeting, traveling to and from Archuleta County, meeting preparation and cleanup, meeting facilitation, and all required documentation. The FM Coordinator will submit his/her time reporting to La Plata County DHS Finance on a biweekly basis.

The FM Coordinator will record any miles driven in his/her personal vehicle in order to coordinate and facilitate Archuleta County FMs. He/she will submit a mileage log specific to Archuleta County to La Plata County DHS Finance on a monthly basis.

La Plata County DHS Finance will submit an invoice to Archuleta County DHS on a monthly basis, billing for all of the FM Coordinator's time spent on Archuleta County FMs as well as any mileage logged. The invoice will list the hourly and mileage costs separately as well as including a total of all costs. Archuleta County DHS will ensure that each invoice is paid in full to La Plata County DHS within 30 days of receipt.

The rate charged for the FM coordinator's time will be the hourly rate of his/her salary plus benefits. The rate charged for mileage will be La Plata County's per mile rate.

Archuleta County DHS will pay La Plata County DHS up to a maximum total of \$20,000 per each state fiscal year (July 1 through June 30). If this maximum is reached, the Archuleta County DHS Director and La Plata County DHS Director will consult regarding either ending the service or increasing the maximum.

Exhibit B

INTERGOVERNMENTAL AGREEMENT BETWEEN LA PLATA COUNTY AND ARCHULETA COUNTY REGARDING SOCIAL SERVICES

THIS AGREEMENT is entered into this 6th day of August, 2019, *nunc pro tunc* to July 1, 2019, by and between the Board of County Commissioners of La Plata County, Colorado ("La Plata County" or "La Plata County Board") and the Board of County Commissioners of Archuleta County, Colorado ("Archuleta County" or "Archuleta County Board"), in their respective capacities and sitting as the County Boards of Social Services as defined in C.R.S. § 26-1-103(1) and § 26-1-116(l)(a).

WHEREAS, the parties to this Agreement have the authority pursuant to Article XIV, Section 18 of the Colorado Constitution and C.R.S. § 29-1-201, et. seq. to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually; and

WHEREAS, Archuleta County wishes to engage the services of La Plata County to provide, and La Plata County wishes to provide, some but not all of the social services and programs serving the residents of Archuleta County; and

WHEREAS, the parties to this Agreement do not intend to establish a district department of social services pursuant to C.R.S. § 26-1-115(2) and § 26-1-116; and

WHEREAS, by this Agreement, the parties wish to clarify their agreement regarding the provision of social services.

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. **Services.** La Plata County shall provide the social services and programs as specified on the attached Exhibit "A" for Archuleta County, the terms of which are expressly incorporated herein ("Services"). In connection with the provision of Services, the Director of the La Plata County Department of Human Services ("Director") shall:
 - a. Ensure that Services comply with all applicable state and federal requirements;
 - b. Supervise all personnel of the La Plata County Department of Human Services in their provision of Services; and
 - c. Electronically submit case and time reporting logs and an invoice to the Director of the Archuleta County Department of Human Services on a monthly basis, no later than 20 days after the end of the previous month.
2. **Compensation and Method of Payment.** Archuleta County shall compensate La Plata County for Services in accordance with the Billing and Payment method set forth on the attached Exhibit "A," the terms of which are expressly incorporated herein.
3. **Term of Agreement.** The term of this Agreement shall be for a period of one year, commencing on July 1, 2019, and terminating on June 30, 2020. This Agreement may extend for an additional one-year period upon the mutual agreement of the parties. Any

extensions should be in the form of a written Addendum and signed by the parties.

4. Termination. This Agreement may be terminated by either party with or without cause upon fourteen (14) days prior written notice to the other party. Upon termination, each party shall be released from all further liability and obligations hereunder. In addition, either party may terminate this Agreement immediately without prior notice if any of the following occurs:
 - a. Either party breaches any provision of this Agreement; or
 - b. Either party commits an act of fraud, dishonesty or any other act of negligent, reckless or willful misconduct or violates any other provision of law.

5. La Plata County Personnel. La Plata County represents that it has, or will secure at its own expense, all personnel necessary to perform the Services. Such personnel shall not be employees of or have any contractual relationship with Archuleta County and are not eligible for any benefits, unemployment compensation or any other benefits accorded to employees of Archuleta County. La Plata County agrees to perform the services hereunder as independent contractors with discretion and control over the furnishing of services provided for in where such discretion and control is not otherwise pre-empted by terms of this Agreement. In no event shall any officers, or agents or employees of a party be deemed to be an officer, agent or employee of the other party.

6. Archuleta County Personnel. Archuleta County represents that it will provide or secure all personnel necessary to facilitate the provision of the Services and provide all other social services and programs to Archuleta County residents not provided by La Plata County.

7. Obligation to Keep Information Confidential, Secure Personal Information, and Notify of Breach. If Archuleta County or La Plata County maintains, stores, processes or has access to "personal information," as defined below, in providing the Services specified in this Agreement Archuleta County and La Plata County agree that it shall guard such personal information from unauthorized access, use, modification, disclosure or destruction, pursuant to C.R.S. § 24-73-102, as amended. Archuleta County and La Plata County shall implement and maintain reasonable security procedures and practices appropriate to the nature of the personal information.

Archuleta County and La Plata County shall notify each other within three (3) business days of any security breach or other unauthorized acquisition of personal information that compromises the security, confidentiality, or integrity of such personal information. Good faith acquisition of personal information by Archuleta County or La Plata County employees in performance the Services specified of this Agreement is not a security breach; provided, that the information is not used for any other purpose or subject to further disclosure. In the case of any breach or unauthorized access, Archuleta County and La Plata County shall cooperate with each other to provide information to affected persons and other third-parties, as required by this Agreement or C.R.S. § 24-73-103, as amended, and shall be solely responsible for any cost and expense related to notification depending on the nature and location of the breach. Archuleta County and La Plata County shall indemnify, defend and hold each other harmless for any claims, costs and expenses, damages and liability to any person or property whatsoever, based on a breach in Archuleta County or La Plata County security or other unauthorized access of personal information.

- a. **Personal Information Defined:** For purposes of this Agreement, “personal information” means the following: social security number; personal identification number; password; passcode; official state or government-issued driver’s license or identification card number; government passport number; employer, student or military identification number; health insurance identification number; financial transaction device (i.e., any instrument or device whether known as a credit card, banking card, debit card, electronic fund transfer card, or guaranteed check card, or account number representing a financial account or affecting the financial interest, standing, or obligation of or to the account holder, that can be used to obtain cash, goods, property, or services or to make financial payments, but shall not include a “check”, a “negotiable order of withdrawal”, and a “share draft” as defined in C.R.S. § 18-5-205, as amended); biometric data generated from measurements or analysis of human body characteristics for the purpose of authenticating an individual when s/he accesses online accounts; or any information about a person’s medical or mental health treatment or diagnosis by a health care professional.

8. **General Provisions.**

- a. This Agreement shall be binding upon the successors and assigns of the parties hereto.
- b. This Agreement shall be interpreted and enforced according to the laws of the State of Colorado.
- c. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered, or after the lapse of three business days following the mailing by registered or certified mail, postage prepaid, addressed as follows:

For La Plata County: Martha Johnson
La Plata County Director of Human Services
10 Burnett Court, First Floor
Durango, CO 81301

With copies to: Chuck Stevens
La Plata County Manager
1101 E. 2nd Avenue
Durango, CO 81301

For Archuleta County: Matthew Dodson
Archuleta County Director of Human Services
P.O. Box 240
Pagosa Springs, CO 81147

With copies to: Scott Wall
Archuleta County Manager
P.O. Box 1507
Pagosa Springs, CO 81147

- d. This Agreement constitutes the entire understanding and agreement among the parties and shall be binding on the parties. No amendment hereto shall be

effective unless in writing and executed in like manner as the original.

- e. The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the parties to this Agreement, their heirs and assigns, shall have any right, legal or equitable, to enforce any provision of this Agreement.
- f. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same original instrument
- g. Any term herein shall include the masculine, feminine, singular, plural, individuals, partnerships or corporations where applicable.
- h. This Agreement's final form resulted from review and negotiations among the parties and their attorneys, and no part of this Agreement shall be construed against any party on the basis of authorship.
- i. Each person signing this Agreement in a representative capacity expressly represents that the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

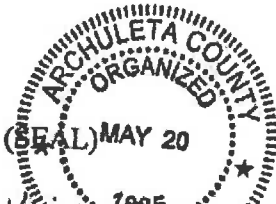
(SEAL)



Elizabeth R. ...
Clerk to the Board

AGREED:
BOARD OF COUNTY COMMISSIONERS
LA PLATA COUNTY, COLORADO

Julie Westendorff
Julie Westendorff, Chair



*Kristy ... Archuleta, by
Mary ... Deputy*

County Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
ARCHULETA COUNTY, COLORADO

Ronnie Maez
Ronnie Maez, Chair

Exhibit A
Scope of Work
Facilitated Family Meetings
July 1, 2019 - June 30, 2020

Purpose

To clarify La Plata County's provision of Family Meeting coordination and facilitation to Archuleta County, including a description of the process and the expectations of involved parties.

Definitions

Facilitated Family Meetings - called "Family Meetings" or "FMs" in La Plata and Archuleta County. FMs include the family, their identified supports, and the professionals working with them. Family members' voices are highlighted in discussion and included in as much decision-making as possible. Discussion focuses on: why the Department of Human Services (DHS) is involved; goals for safety, permanency, and/or well-being; and planning next steps. The FM Coordinator provides ongoing staff development regarding FM principles and process.

Procedures

Logistics:

Every effort made to hold FMs within seven (7) business days of traditional case openings. FMs are offered for all involuntary and high-risk voluntary cases. FMs are also available as needed for families in lower risk voluntary cases and during the assessment phase, even when there is no plan to open an ongoing case.

The worker who is opening the case with the family is responsible for telling the family that the FM Coordinator will contact them in order to schedule the FM within the timeframe noted above. The worker opening the case completes the "Family Meeting Referral" form with the family's input and parent/guardian signatures. The worker submits the completed form to the FM Coordinator via fax or email within four (4) business days of traditional case opening.

Weekly slots may be available for emergency FMs in the instances of unforeseen case openings or crises. No referral form is used for emergency FMs. The primary caseworker is responsible for confirming availability with the FM Coordinator, inviting the family and other participants, securing the space and providing the conference call-in number as needed.

The location and timing of meetings is flexible to accommodate the family's needs and allow for maximum involvement of family supports. Efforts may be made to schedule a regular meeting time from week to week in order to maximize FEM Coordinator time and reduce associated travel expense.

Meeting Preparation and Participation:

- Ultimate decisions about participants are made by the family except where noted below.
- **Family members and their guests** are prepared by the FM Coordinator who explains the FM's purpose, agenda, logistics, and expectations. The FM Coordinator seeks family members' input about who they want to invite to support them and if they have any safety concerns or special needs to be accommodated in the meeting.

The children are included unless there is a safety concern or other barrier to their involvement. If the children are not physically present, their voices are included in other ways.

If there are safety concerns that can be mitigated by keeping specific participants apart, then separate meetings are scheduled as close together in time and location as possible. If there are safety concerns that may not be mitigated through separate meetings, planning occurs on a case-by-case basis about including law enforcement, excluding a particular participant, or other potential interventions.

Translation services for participants who speak a language other than English will be arranged by and paid for by Archuleta County DHS.

- **An Archuleta County DHS supervisor** attends all involuntary, high-risk voluntary and placement-related FMs. If a supervisor is not in the meeting, one is available for consultation and service authorization during the meeting. All service authorizations are approved the same day the meeting is held.
- **An Archuleta County DHS caseworker** is always present at the FM. The caseworker is initially prepared for FM participation by the FM Coordinator who orients the caseworker to process and expectations prior to the caseworker's first FM involvement. The caseworker is expected to actively participate in the FM by articulating why DHS is involved, concerns about safety and risk, the family's strengths, the goals in the case, and recommendations of community services that may be helpful. The caseworker is expected to be open to the family's input and incorporate it into the family's case planning. The caseworker will notify the FM Coordinator if there are special circumstances and/or concerns regarding the FM.
- **Guardians ad Litem (GAL)** are always invited to FMs when assigned to a case. They may choose whether or not to participate.
- **CASA volunteers** are always invited to FMs when assigned to the case. They may choose whether or not to participate.
- **Respondent Parent Counsels (RPCs)** may be invited by parents. Because of the time-sensitive nature of cases, RPCs are encouraged to attend the initial FM as scheduled if parents choose to include them.

- **Service providers, additional DHS employees and foster parents** are included on a case-by-case basis.
- **The FM Coordinator** provides neutral facilitation of structured discussion focused on solutions to the presenting safety concern(s). The FM Coordinator focuses on including all participants in the discussion, creating a safe environment, and building consensus. The FM coordinator's qualifications include the knowledge and skills required to promote communication and problem solving regarding safety and resource planning with all meeting participants.

Confidentiality and Conflict Resolution:

At the beginning of the FM, confidentiality is discussed and parents are asked to sign a confidentiality agreement. If the child's parent or other person responsible for his/her care disagrees with the outcome of the meeting, he/she can follow the Archuleta County DHS complaint procedure. If the case is court-involved (a Dependency and Neglect case or a Petition to Review the Need for Placement), he/she can also address any disagreements or concerns through the court case.

Documentation:

The FM Coordinator takes notes during the meeting, and within seven (7) business days, enters the notes into Trails and sends documentation to all meeting participants.

Billing and Payment:

The FM Coordinator will time-report all of his/her time worked on Archuleta County FMs, including time spent scheduling the meeting, traveling to and from Archuleta County, meeting preparation and cleanup, meeting facilitation, and all required documentation. The FM Coordinator will submit his/her time reporting to La Plata County DHS Finance on a biweekly basis.

The FM Coordinator will record any miles driven in his/her personal vehicle in order to coordinate and facilitate Archuleta County FMs. He/she will submit a mileage log specific to Archuleta County to La Plata County DHS Finance on a monthly basis.

La Plata County DHS Finance will submit an invoice to Archuleta County DHS on a monthly basis, billing for all of the FM Coordinator's time spent on Archuleta County FMs as well as any mileage logged. The invoice will list the hourly and mileage costs separately as well as including a total of all costs. Archuleta County DHS will ensure that each invoice is paid in full to La Plata County DHS within 30 days of receipt.

The rate charged for the FM coordinator's time will be the hourly rate of his/her salary plus benefits. As of July 1, 2019, the hourly rate of the La Plata County FM Coordinator is \$36.96. This cost will change if the FM Coordinator's hourly pay and/or benefits change. Any change will be communicated to the Archuleta County DHS Director as soon as the La Plata County DHS Director becomes aware of it.

The rate charged for mileage will be La Plata County's per mile rate, which is \$.58 per mile as of July 1, 2019. If the La Plata County per mile rate changes, this change will be communicated to the Archuleta County DHS Director as soon as the La Plata County DHS Director becomes aware of it.

Archuleta County DHS will pay La Plata County DHS at these rates up to a maximum total of \$15,000 for the time period from July 1, 2019 through June 30, 2020. If this maximum is reached, the Archuleta County DHS Director and La Plata County DHS Director will consult regarding either ending the service or increasing the maximum. All IV-E Waiver funds awarded to the La Plata / Archuleta County Family Engagement project for this timeframe will be used prior to Archuleta County being billed for Family Engagement Coordination during this term. If additional funds are awarded to continue the Family Engagement Coordination service, parties agree to utilize those funds to continue the practice and will discuss options.