



BOARD OF DIRECTORS REGULAR MEETING

Health District of Northern Larimer County

120 Bristlecone Drive, Fort Collins

Hybrid

(see registration details on the back of the agenda)

Tuesday, January 24, 2023

5:00 p.m.



AGENDA

BOARD OF DIRECTORS REGULAR MEETING

January 24, 2023

5:00 pm

- 5:00 p.m. Call to Order; Introductions; Approval of Agenda..... Molly Gutilla**
- 5:05 p.m. PUBLIC COMMENT**
Note: If you choose to comment, please follow the “Guidelines for Public Comment” provided on the back of the agenda.
- 5:10 p.m. DISCUSSION**
- Urban Renewal Authority Board Chris Sheafor
- 5:25 p.m. DISCUSSION & ACTIONS**
- Youth Assessment Contract Follow-Up.....Jessica Shannon
 - Building Cleaning Services Agreement..... Chris Sheafor
 - Cultural Assessment Report Sue Hewitt
- 5:45 p.m. PRESENTATIONS**
- Policy Lisa Ward
 - State Legislation 2023 Introduction
 - 2023 Board of Directors Election Timeline and Overview Chris Sheafor
- 6:10 p.m. OTHER UPDATES & REPORTS**
- Liaison to PVHS/UCHealth North Report Celeste Holder Kling
 - Executive Director Updates..... Lee Thielen
- 6:35 p.m. CONSENT AGENDA**
- Approval of the December 13, 2022 Regular Meeting Minutes and January 18, 2023 Special Meeting Minutes
 - Resolution 2023-01: Establish a Designated Public Place for Posting of Meeting Notices
- 6:40 p.m. PUBLIC COMMENT (2nd opportunity) See Note above.**
- 6:50 p.m. ANNOUNCEMENTS**
- February 14, 5:00 pm – Board of Directors Special Meeting
 - February 28, 5:00 pm – Board of Directors Regular Meeting
 - March 14, 5:00 pm – Board of Directors Special Meeting
- 7:00 p.m. ADJOURN**

Register in advance for this webinar:

https://healthdistrict.zoom.us/webinar/register/WN_SXLKs2IfR4-kwEzs1erEXw

After registering, you will receive a confirmation email containing information about joining the webinar.

GUIDELINES FOR PUBLIC COMMENT

The Health District of Northern Larimer County Board welcomes and invites comments from the public. **Public comments or input are taken only during the time on the agenda listed as 'Public Comment.'** If you choose to make comments about any agenda item or about any other topic not on the agenda, please use the following guidelines.

- **Before you begin your comments please:** Identify yourself – spell your name – state your address. Tell us whether you are addressing an agenda item, or another topic.
- **Limit your comments to five (5) minutes.**

■ MISSION ■

The Mission of the Health District of Northern Larimer County is to enhance the health of our community.

■ VISION ■

- District residents will live long and well.
- Our community will excel in health assessment, access, promotion and policy development.
 - Our practice of **assessment** will enable individuals and organizations to make informed decisions regarding health practices.
 - All Health District residents will have timely **access** to basic health services.
 - Our community will embrace the **promotion** of responsible, healthy lifestyles, detection of treatable disease, and the **prevention** of injury, disability and early death.
 - Citizens and leaders will be engaged in the creation and implementation of ongoing **systems and health policy development** at local, state, and national levels.
 - Like-minded communities across the country will emulate our successes.

■ STRATEGY ■

The Health District will take a leadership role to:

- Provide exceptional health services that address unmet needs and opportunities in our community,
- Systematically assess the health of our community, noting areas of highest priority for improvement,
- Facilitate community-wide planning and implementation of comprehensive programs,
- Educate the community and individuals about health issues,
- Use Health District funds and resources to leverage other funds and resources for prioritized projects, and avoid unnecessary duplication of services,
- Promote health policy and system improvements at the local, state and national level,
- Continuously evaluate its programs and services for quality, value, and impact on the health of the community,
- Share our approaches, strategies, and results, and
- Oversee and maintain the agreements between Poudre Valley Health System, University of Colorado Health and the Health District on behalf of the community.

■ VALUES ■

- Dignity and respect for all people
- Emphasis on innovation, prevention and education
- Shared responsibility and focused collaborative action to improve health
- Information-driven and evidence-based decision making
- Fiscal responsibility/stewardship
- An informed community makes better decisions concerning health

MEMORANDUM



To: Health District Board of Directors

From: Jessica Shannon, Interim Manager CIT | Special Projects and Resource Development Manager

RE: Contract Approval for Youth Behavioral Health Assessment Evaluation Contract

The Community Impact Team requests approval for the contract with Aurora Comprehensive Mental Health Research Institute, Inc to conduct the Youth Behavioral Health Assessment – a chapter of Larimer County’s Behavioral Health 2023 Master Plan.

PROJECT OVERVIEW

In 2018, the Health District CIT Team published the results of a study, "[What Will It Take?: Solutions to Mental Health Service Gaps in Larimer County](#)", which was used to inform the 2018 Larimer County Behavioral Health Masterplan, and was included as an Appendix of the original Masterplan. The initial “Solutions” provided the foundation upon which the 2018 1A behavioral health ballot measure was passed, resulting in tax-funded development of a behavioral healthcare facility and services and funding distribution across the County for improving and expanding behavioral health services.

Every five years, Larimer County is required to reassess the local behavioral health system's components to drive further action and improvements with 1A funding. Their deadline for the full reassessment of the Community Master Plan is the end of 2023. A key component (“chapter”) of the updated Community master plan is to include information and recommended activities to improve mental and emotional wellbeing for young Larimer County residents (ages 0-22).

The Youth Behavioral Health Assessment (“Solutions 2.0”) aims to provide a comprehensive analysis of our young peoples’ mental health and wellbeing. This assessment will:

- Provide a clear set of prioritized recommendations to improve mental and emotional wellbeing for Larimer County youth (0-22).
- Be incorporated into and included as an appendix in the 2023 Larimer County Community Master Plan to guide and facilitate action and improvements.
- Provide a blueprint for the Mental Health and Substance Use Alliance of Larimer County’s development of future priorities and work.
- Inform the Health’s District’s strategic planning process and rebuild of the Community Impact Team to support future identified priorities around youth behavioral health.
- Be shared with community stakeholders, including public leaders, policymakers, funders, behavioral health systems leaders, and others to guide and facilitate actions.

CURRENT PROJECT STATUS

During the 2021 budget process, the Community Impact Team (in conjunction with leadership) planned and budgeted for this assessment to be completed through increased, time-limited FTE dedicated to the project. The original negotiated deadline for completion with Larimer County BHS was Dec. 2022.

Due to the timing of staff turnover, resulting in a significant reduction of CIT FTE between Q2 and Q4 of 2023, the project foundation was laid, but the assessment was not completed. In November 2022, CIT staff renegotiated the project deadline with Larimer County Behavioral Health Services to mid-June 2023 and received approval from the Interim Executive Director (Karen Spink) to utilize a consultant through a formal RFP process to increase capacity, collate existing data, complete and analyze novel data collection, and author the final product - under close direction of the CIT project manager.

The project scope of this work includes four primary components:

- 1. Summary of existing Larimer County assessments and data** on youth (0-22) behavioral health. At this stage, existing data holes will also be assessed to prevent duplication of existing data in step 3.
- 2. An environmental scan** which outlines a best-practice youth continuum of care and compares it to an inventory of existing Larimer County youth behavioral health services. Additionally, this scan will identify current strengths, gaps, and challenges within the continuum.
- 3. Novel Qualitative Data Collection** (focus groups & interviews). The purpose is to fill existing gaps in available data. Pre-liminary gaps include youth voice, traditionally underserved youth, and family voice (particularly Black youth), outlying Larimer County (rural & mountain) areas.
- 4. A final recommendations report** will collate the above components and provide prioritized, next step recommendations to improve the continuum of care for Larimer County's youth (0-22)

KEY FACTORS FOR CONSIDERATION

- The total cost of this RFP was incorporated in the 2022 budget process within the CIT reserves budget request - which was voted and approved by the board in December 2022.
- The scope of this contract is under the budgeted amount, allowing for the "additional costs to be approved" by the Health District as necessary.
- An advisory group comprised of youth-serving professionals was developed and has provided guidance for the assessment foundation and proposed assessment components.
- This assessment utilizes a Results-Based Accountability (RBA) approach.
- CIT staff are diligently collecting existing community data from community partners and key data sources (such as school districts and existing state and local assessments/resources) to assure that the qualitative data collection under this contract addresses critical equity gaps in existing data and WILL NOT oversample key community groups.
- The contract scope of work is driven by current CIT capacity and project needs, as well as through community and Advisory Board guidance.
- Feedback was collected from the advisory board on each of the four project sections, with prioritization given to product components which were determined most needed and most usable for action and implementation by the Health District and partner organizations.

BOARD ACTION REQUESTED

While this project was included in both the 2022 and 2023 budget processes and approved, contracts over \$50,000 require the board to approve the contract at a board meeting. Since the total amount of the contract is \$83,000, the contract is included in the board packet for your review. Your approval is requested to proceed in contracting with Aurora Comprehensive Mental Health Research Institute, Inc. to conduct the Youth Behavioral Health Continuum of Care Assessment.

Agreement for Professional Services

Youth Behavioral Health Continuum of Care Assessment

This Agreement for Services (the "Agreement") is made and entered into this 6th day of January, 2023 (the "Effective Date"), by and between the **Health District of Northern Larimer County**, a Colorado Special District with an address of 120 Bristlecone Drive, Fort Collins, Colorado 80524 (the "District"), and **Aurora Comprehensive Mental Health Research Institute, Inc.**, an independent contractor with a principal place of business at 791 Chambers Rd. Aurora, CO 80011 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the District requires professional services; and

Whereas, Contractor has held itself out to the District as having the requisite expertise and experience to perform the required professional services;

Now Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Scope of Services

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the District is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. Term and Termination

A. This Agreement shall commence on the date of execution. Work will begin on or about the 25th of January 2023 and shall continue until Contractor completes the Scope of Services within or before June 30, 2023, to the satisfaction of the District, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The District shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the District shall have any remedy or right of set-off available at law and equity.

C. The District will designate, prior to commencement of work, its project representative who shall make, within the scope of their authority, all necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the Health District Representative. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

<p>Professional: Antonio Olmos Aurora Research Institute 791 Chambers Rd. Aurora, CO 80011</p>	<p>Health District: Lee Thielen Executive Director Health District 120 Bristlecone Drive Fort Collins, CO 80524</p>	<p>With Copy to: Health District Attn: Purchasing 120 Bristlecone Drive Fort Collins, CO 80524</p>
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III. Compensation

In consideration for the completion of the Scope of Services by Contractor, the District shall pay Contractor \$82,000 This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the district for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the District within 30 days of receipt. The amounts of all such partial payments shall be based upon the Contractor's progress in completing the services to be performed pursuant hereto, as verified by the Health District. Final payment shall be made following acceptance of the work by the Health District.

IV. Professional Responsibility

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The District's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the District. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor

hereby transfers, sells, and assigns to the District all of its right, title, and interest in such work. The District may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor. The materials produced by the Contractor under this Agreement will be original and not infringe on any copyright or any other right of any other person, and will not previously have been published.

VI. Independent Contractor

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a District employee for any purposes.

II. Insurance

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the District.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the District and the District's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the District. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the District, its officers, its employees, or its contractors shall be excess and not

contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the District a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. Indemnification

A. Contractor agrees to indemnify and hold harmless the District and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the District may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. Miscellaneous

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Larimer County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the District shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The District and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the District and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the District under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the District's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the District not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Force Majeure. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

M. Confidentiality. Each party shall hold in confidence for three (3) years after the termination of this Agreement any confidential information identified as confidential and obtained from the other party during the term of this Agreement. At all times during this Agreement, each party shall hold in strictest confidence, the terms of this Agreement, compensation, and proprietary information.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Health District of Northern Larimer County

By: _____
Lee Thielen
Interim Executive Director

Aurora Comprehensive Mental Health Research Institute, Inc.

By: _____
Antonio Olmos, Ph.D.
Executive Director

Exhibit A
Scope of Services

General Summary of Services to Be Performed:

Contractor will conduct evaluation and analysis of Larimer County’s behavioral health continuum of care for youth (0-22). This assessment will include collation of existing Larimer County, state, and national youth behavioral health data, review and summary of related literature and best practices, qualitative data collection, an environmental scan, and analysis of existing strengths and service gaps. Contractor will utilize these methods, and any others deemed mutually necessary by Parties, to identify and prioritize key strategies necessary to provide a comprehensive recovery continuum of care in Larimer County for youth 0-22.

This assessment conceptualizes behavioral health supports to include both traditional clinical services, as well as non-clinical community and prevention supports. It approaches, “mental health” not solely as an absence of pathology, but more broadly from the lens of, “mental, emotional, and social well-being.” It will establish shared community information and recommendations on how to best support young people’s mental, emotional, and social well-being, including the use of a protective and promotive lens. Ultimately, this assessment will be utilized to drive community and organizational strategic planning. Additionally, all project components will be included within the 2023 Larimer County Behavioral Health Master Plan.

General Responsibilities:

- Meet virtually approximately weekly/bi-weekly with Health District project staff to ensure clear communication and progress on objectives and deliverables below.
- Attend up to one Youth Assessment Advisory Group or other community meeting per month, or as mutually agreed upon as necessary with the Health District, to support work plan implementation and share progress during this Agreement.

OBJECTIVE	DELIVERABLE	DEADLINE	COST
<p>1. Summary of Existing Data and Community Assessments</p>	<ul style="list-style-type: none"> • Collect and develop a summary of secondary data sources on the mental, emotional, and social wellbeing of Larimer County young people. Sources might include but are not limited to local school district and governmental reports, Healthy Kids Colorado Survey Data, and or other key state, local, or national data sources. • Provide a summary of the current state of mental health and wellbeing for Larimer County youth, including prevalence and acuity of current need, as well as highlighting any existing equity gaps within current data trends. 	<p>By February 17, 2023</p>	<p>\$8,000</p>

<p>2. State & National Best Practice Research</p>	<ul style="list-style-type: none"> • Complete preliminary literature reviews, collate and provide summary of information from state and national research, academic literature, best practice community models, and/or existing community reports. • Identify or establish a best-practice model for a youth behavioral health continuum of care. 	<p>By March 17, 2023</p>	<p>\$12,000</p>
<p>3. Community Qualitative Data Collection and Analysis</p>	<ul style="list-style-type: none"> • Develop a project plan and timeline for primary data collection (e.g., focus groups, KIIs, provider survey) • Conduct and complete qualitative data collection through up to 7 focus groups and 12 key informant interviews/surveys. Contractual amount includes participant incentives to be provided by ARI at \$30 per person, analysis of data and validation of findings. • Present preliminary results from components 1, 2, and 3 utilizing a 90-minute workshop format to Health District staff, identified stakeholders, and advisory group members with opportunity for feedback and member checking analysis. 	<p>By March 17, 2023</p> <p>Preliminary results by May 22, 2023</p>	<p>\$32,000</p>
<p>4. Creation of a Community Asset Map</p>	<ul style="list-style-type: none"> • Develop a community asset map to document assets, including non-clinical and community embedded assets, youth and families are using to support positive youth development and youth mental health. 	<p>By April 28, 2023</p>	<p>\$5,000</p>
<p>5. Environmental Services Scan</p>	<ul style="list-style-type: none"> • Develop an agreed upon environmental scan methodology and project plan with Health District staff. <i>The continuum should span from prevention/promotion through recovery supports in addition to a more typical clinical treatment continuum.</i> • Complete the environmental scan, including an inventory of existing Larimer County services along the developed youth behavioral health continuum of care. • Augment service inventory with additional primary qualitative data collection, as detailed above, to evaluate both the presence and quality of services along the continuum. • Provide analysis of completed scan, including identification of current strengths, gaps, and challenges with 	<p>Methodology: By February 17, 2023</p> <p>Report: By June 2, 2023</p>	<p>\$5,000</p>

	<ul style="list-style-type: none"> • consideration for equity gaps service continuum. • Provide a summary of the environmental services scan and analysis. 		
6. Strengths and Gaps Analysis	<ul style="list-style-type: none"> • Collate and summarize findings from components 1-5 above. • Provide analysis of overall findings including identification of current strengths, gaps, challenges in supporting the social, emotional, and mental wellbeing of Larimer County youth ages 0-22, including evaluation of the current continuum. • Utilizing all project components and findings, provide strategic and prioritized recommendations for addressing these gaps. 	By June 2, 2023	\$5,000
7. Written Summaries of Key Findings for each project component	Written summaries and report outs of project components 1-6 listed above.	As they are completed within the project timelines outlined above.	\$4,000
8. Final Deliverables	<p>1. A draft Final Report to include (in a format acceptable for inclusion within the County Master Plan) will be developed and provided to Health District project staff:</p> <ul style="list-style-type: none"> a. Summary of existing data and assessment sources to establish the current state of mental, emotional, and social wellbeing for Larimer County young people (0-22). b. Key findings from literature and community models reviewed. <ul style="list-style-type: none"> 1. Description and visualization of selected or developed best practice continuum of care. 2. Results of the environmental scan. 3. Results of qualitative data collection. 4. Analysis of components a-e to include key strengths, gaps and challenges, as well as identified equity gaps. 5. A community asset map identifying key assets, including non-clinical and community-embedded assets, utilized to support youth mental health and wellbeing 6. Recommendations report based on findings from components 1-6. 	By June 2, 2023	\$4,000

	<p>2. A draft presentation deck (a modifiable presentation to be used by HD to share key findings and results of the environmental scan and recommendations) will be developed and provided to Health District project staff.</p> <p><i>Health District staff will provide input and questions within three (3) working days of receiving the draft report and presentation deck. The final report and presentation of findings is due to the Health District by June 14, 2023.</i></p> <p>3. ARI will present final findings, summaries, and recommendations in two one-hour presentations (recorded) and Q&A sessions of findings to the Health District and key stakeholders including but not limited to the Solutions Youth Advisory Committee and Larimer County Behavioral Health Services. One presentation may occur at an agreed upon midpoint and used to garner community input on findings to shape the final recommendations report.</p>	<p>By June 2, 2023</p> <p>By June 14, 2023.</p> <p>By June 30, 2023</p>	
<p>8. Other Costs Required to Complete Work</p>	<ul style="list-style-type: none"> • Spanish Translation/Interpretation Services for duration of the project - \$4,000 • Compressed report for the Board and executives at Larimer County Health District -\$1,000 • Gift Card Incentives for Youth Advisory Board and Support Advisory Board - \$2,000 • ARI Project Staff Mileage - \$1,000 		<p>\$8,000</p>
CONTRACT TOTAL:			<p>\$83,000</p>
Additional Project Costs Upon Approval			
<p>Transportation Equity Support</p>	<p>The Health District will provide up to \$500 in compensation related to reducing transportation barriers for participants to participate in qualitative data collection interviews and focus groups. The Health District will reimburse ARI for participant transportation costs as incurred such as Ubers/Taxi/Lyft, gas cards, bus fares, etc. ARI will provide a separate invoice and documentation for participation transportation costs incurred.</p>		<p>Up to \$500</p>
<p>Additional Focus Groups/Informant Interviews</p>	<p>If additional focus groups/key informant interviews are determined necessary in filling data gaps, Health District staff may approve additional focus groups beyond the scope of the contract above as follows:</p> <ul style="list-style-type: none"> • \$2,550 per in-person Focus Group (English) • \$2,950 per in-person Focus Group (Spanish) • \$795 per in-person Informant Interview 		<p>As Approved</p>

Exhibit B

CONFIDENTIALITY AGREEMENT

IN CONNECTION WITH SERVICES provided to the Health District of Northern Larimer County (the "Health District") pursuant to this Agreement (the "Agreement"), the Contractor hereby acknowledges that it has been informed that the Health District has established policies and procedures with regard to the handling of confidential information and other sensitive materials.

In consideration of access to certain information, data and material (hereinafter individually and collectively, regardless of nature, referred to as "information") that are the property of and/or relate to the Health District or its employees, customers or suppliers, which access is related to the performance of services that the Contractor has agreed to perform, the Contractor hereby acknowledges and agrees as follows:

That information that has or will come into its possession or knowledge in connection with the performance of services for the Health District may be confidential and/or proprietary. The contractor agrees to treat as confidential (a) all information that is owned by the Health District, or that relates to the business of the Health District, or that is used by the Health District in carrying on business, and (b) all information that is proprietary to a third party (including but not limited to customers and suppliers of the Health District). The Contractor shall not disclose any such information to any person not having a legitimate need-to-know for purposes authorized by the Health District. Further, the Contractor shall not use such information to obtain any economic or other benefit for itself, or any third party, except as specifically authorized by the Health District.

The foregoing to the contrary notwithstanding, the Contractor understands that it shall have no obligation under this Agreement with respect to information and material that (a) becomes generally known to the public by publication or some means other than a breach of duty of this Agreement, or (b) is required by law, regulation, or court order to be disclosed, provided that the request for such disclosure is proper and the disclosure does not exceed that which is required. In the event of any disclosure under (b) above, the Contractor shall furnish a copy of this Agreement to anyone whom it is required to make such disclosure and shall promptly advise the Health District in writing of each such disclosure.

In the event that the Contractor ceases to perform services for the Health District, or the Health District so requests for any reason, the Contractor shall promptly return to the Health District any and all information described hereinabove, including all copies, notes and/or summaries (handwritten or mechanically produced) thereof, in its possession or control or as to which it otherwise has access.

The Contractor understands and agrees that the Health District's remedies at law for a breach of the Contractor's obligations under this Confidentiality Agreement may be inadequate and that the Health District shall, in the event of any such breach, be entitled to seek equitable relief (including without limitation preliminary and permanent injunctive relief and specific performance) in addition to all other remedies provided hereunder or available at law.

Memo

To: Health District Board

From: Chris Sheafor, Support Services Director

Date: January 9, 2023

Re: Approval of Agreement for Building Cleaning Services

This requests your approval to extend our Agreement for janitorial services at the 120 Bristlecone, 202 Bristlecone and 144 North Mason locations for one year. Our contractor is Total Facility Care. They have provided excellent and flexible services since 2018, including taking care of the IRQ facility while we provided services to those with COVID.

The total amount for the three buildings is \$5,253.08 per month, or \$63,036 per year. Our total custodial service budget for the three buildings in 2023 is \$79,200. The remaining budget will be used to pay for supplies and specialty cleaning items like steam cleaning carpets and window cleaning.

This Agreement is over \$50,000 and requires general Board approval for the Board President's signature on the document.

2023 HEALTH DISTRICT BOARD ELECTION

Key Dates

No earlier than January 22, 2023 and no later than February 16, 2023 – Call for Nominations

February 24, 2023 at 5:00 p.m. – Self Nominations for Regular Candidates Due

February 27, 2023 at 5:00 p.m. – Self Nominations for Write-In Candidates Due

February 28, 2023 – Election can be cancelled if no more than two Nominations received

March 17, 2023 – UOCAVA Ballots Sent

April 4, 2023 – Permanent Absentee Ballots Mailed

April 25, 2023 – Last Day to Request Absentee Ballots

May 2, 2023, 7:00 a.m. to 7:00 p.m. – Election Day

Health District
OF NORTHERN LARIMER COUNTY
BOARD OF DIRECTORS
REGULAR MEETING
December 13, 2022

Health District Office Building
120 Bristlecone Drive, Fort Collins
Hybrid Meeting

MINUTES

BOARD MEMBERS PRESENT: Molly Gutilla, MS DrPH, Board President
Julie Kunce Field, JD, Board Vice President
Joseph Prows, MD MPH, Board Treasurer
Celeste Holder Kling, JD, Liaison to UCH-North/PVH
Ann Yanagi, MD, Board Secretary

Staff Present:

Lee Thielen, Interim Executive Director
Chris Sheafor, Support Services Director
Dana Turner, Dental Services Director
Laura Mai, Finance Director
Lorraine Haywood, Deputy Director
Anita Benavidez, Executive Assistant
Andrea Holt, IC Program Manager
Alyson Williams, Policy Advisor
Fabiana DiCamillo, BH Provider
Kristen Gilbert, Graphic Designer
Jessica Shannon, Resource Development Coord.
Maggie Mueller, Community Health Nurse
Richard Cox, Communications Director

Staff Present:

Mindy Rickard, ACP Coordinator
Chris Roth, IS/Network Manager
Julie Abramoff, Clinical Nurse Manager
Rosie Duran, Health Care Access Manager
Sue Hewitt, Evaluation Coordinator
Colton Frady, Assistant Finance Director

Public Present:

Karen Spink, past Deputy Director
Dr. Paul Mayer, Larimer County
Rich Shannon, Colorado Fdn for Universal HC
Elaine Branjord, Larimer County Health
Dennis Branjord, CO Fdn for Universal HC
Erin Hottenstein
Kylie Hibshman, United Way

CALL TO ORDER; INTRODUCTIONS & APPROVAL OF AGENDA

Director Molly Gutilla called the meeting to order at 4:06 p.m. The agenda was amended to move the first Public Comment to the start of the meeting and remove the Medicaid application agenda item.

MOTION: To approve the agenda as amended

Motion by Joseph Prows / Second by Julie Kunce Field / Carried Unanimously

PUBLIC COMMENT

Rich Shannon, representing the Colorado Foundation for Universal Health Care, spoke to the Board regarding endorsement of a resolution for Improved Medicare for All. The Community Coalition will submit a draft resolution to be reviewed in the January Health District Board meeting. These efforts are a major part of the national movement to support Medicare for All. Joe Neguse is vice-chair for the caucus and resolutions like this lend support. Mr. Shannon asked the Board to add the Health District voice via the proposed resolution. He believes it aligns with the Health District mission and values.

Kylie Hibshman is the Director of Community Engagement at United Way. In addition, she is a bilingual behavioral health provider and occasionally works with the Health District. United Way has committed to reducing not only today's needs but tomorrow's, as well. She sees the Health District as a key community

partner within Larimer County. United Way invites the Health District to partner with them in other key areas – housing, community education, and awareness of local policies. There are 25 important community organizations that can affect social determinants of health to address today’s needs and reduce tomorrow’s. She asked the Board to support the City of Fort Collins efforts to revise their Land Development Code.

DISCUSSION AND ACTIONS

Budget Approval

- Changes since the draft budget – Lorraine Haywood
The Board packet contains updates to the 2023 prior draft budget. There are differences in beginning balances and reserves. There is a slight reduction in property taxes and, given changes in positions and FTEs, a net of about \$69K was set aside. Reserve changes are based on projections of timing on some capital improvements and some reclassifying of capital expenditures. Cash on hand represents current dollars and projections through the end of the year. Projections for the beginning balance decreased by about \$100K, impacting the amount of contingency availability, although still a bit more than the prior year. The 2022 budget, as well as the proposed 2023 budget, are larger compared to 2021. Capital replacement was set at \$200K as staff tries to be mindful of equipment that will need to be replaced.
- Board Discussion, Decision – Molly Gutilla
A Board member noted that they were comfortable with contingencies. Staff noted that some of the special projects approved by the Board may not take place. Another Board member stated that their questions and concerns were addressed in November.

MOTION: To approve the 2023 Health District of Northern Larimer County Budget as presented.

Motion by Joseph Prows / Second by Julie Kunce Field / Carried Unanimously

- Approval of Resolutions 2022-58; 2022-59; 2022-60; 2022-61; and Certification of Tax Levies

MOTION: To approve Resolutions 2022-58, 2022-59, 2022-60, and 2022-61, as well as the Certification of Tax Levies as presented

Motion by Julie Kunce Field / Second by Joseph Prows / Carried Unanimously

FAMLI – Dana Turner

Ms. Turner reminded the Board that an overview of FAMLI (Colorado’s new Family Medical Leave Insurance) was presented in the August Board meeting. FAMLI provides workers with up to 12 weeks PTO whether caring for a child, personal health conditions, etc. The program provides employees with 37% - 90% of their weekly wages with a cap of \$1,100 per week. It would be funded through payroll premiums: .45% for the Employer and .45% for the Employee. Payroll would start withholding in January 2023, but the Insurance would not start until January 2024. There are three options for the Health District to consider. Option 1: Full Participation requiring the HD and employees to participate. An employee cannot opt out in this option. Option 2: Decline all participation in FAMLI. The Board must vote to decline participation, staff must notify the FAMLI Division, and the Board must revisit the decision in eight years. Employees still have the right to participate in the FAMLI. They would self-elect coverage and would need to report their own wages and remit their share of the premium. Option 3: Decline Employer Participation in FAMLI: It follows the same process. However, the HD has the option to assist its participating employees by facilitating payroll deductions, remitting the employee’s share, and providing wage data to the FAMLI Division. Current Intermediate Medical Leave (IML) pays 66% of wages across the board so there could be a significant decrease in coverage with FAMLI. Some benefits

would be more robust as staff completed a side-by-side comparison. Staff recommendation is to decline all participation, which is in line with other special districts like the Fire Authority and School District. They would then use 2023 to improve current benefits, closely modeling the benefits of FAML. Multiple interviews with staff showed support for the existing benefit. If the HD opts in, the cost will be \$35K in 2023. With a full opt out, leadership can update the existing benefit to be more robust, with an effective date of January 2024. Staff would bring the proposal back to the Board. A Board member questioned why we wouldn't do Option 3? It would pose a significant administrative burden for Finance and employees would have to work directly through the portal. The decision has to be made and conveyed by the end of the year. After evaluation, the HD could still opt-in. The existing IML comes out of the operational budget, but the temporary hire (if needed) comes out of reserves. Employees may also use their PTO to keep their wages whole.

MOTION: To Decline All Participation, with a review in eight years
Motion by Celeste Holder Kling / Second by Julie Kunce Field / Carried Unanimously

Mason Street Lease Agreement – Chris Sheafor

Mr. Sheafor presented a memo to the Board regarding renewing the lease at 144 Mason Street where Larimer Health Connect is housed. The City of Fort Collins is now the landlord. The first year of the lease will be held at the same rate as this year, with an automatic renewal for the next four years at a 3% escalation. However, the HD can opt out at each of those four years.

MOTION: To approve renewal of the lease at 144 Mason Street
Motion by Celeste Holder Kling / Second by Joseph Prows / Carried Unanimously

PRESENTATIONS

Medicaid Application – Lorraine Haywood

Removed from the agenda at this time.

Cyber Assessment – Lorraine Haywood and Chris Roth

The Colorado Special Districts Liability Pool automatically provides \$200K property liability coverage at no cost. They began a new program in 2018 instituting a requirement that all organizations must complete a cyber audit that the Pool pays for. If the audit passes, they boost that to \$1M coverage at no cost. The Health District completed the audit in 2019. This year, organizations were expected to go back to the results of the audit looking for areas for improvement and present the outcome to the Board in order to keep the \$1M benefit, discussing progress made with any recommendation identified in the audit. Dave Chatfield of NetDiligence provides services to Fortune 500 companies. He declared the Health District as an outlier with no recommendations to improve our cyber security. We were awarded the first annual Cyber Award for 2019. Presentation to the Board as a whole will continue the \$1M coverage at no cost. The HD does purchase another \$1M from a different entity, totaling \$2M in coverage. The District has ensured we have processes in place to protect our data including protecting the computers with a secured password; employees are not to share passwords, and the password must be changed every 90 days. In addition, they have added multifactor authentication for every employee. Next steps include continuing to test employees monthly with phishing tests; develop new training; increase network system security; and add cloud-based data back-ups. An IT audit was conducted with a state approved vendor – Istonish. Funds are included in the 2023 budget to implement their recommendations.

Policy – Lisa Ward of Frontline Public Affairs

Ms. Ward stated that she will likely attend future policy meetings remotely, particularly during the legislative session. She presented a recap of the 2022 session and set the stage for the 2023 session, which begins on January 9. The Healthcare Cost/Public Option was implemented on the exchange (with only 10K slots and a 35K need) and filled up in two days, as well as the Omni-Salud option providing undocumented Coloradans the opportunity to compare affordable health insurance plans and enroll on a secure platform. Health Benefits for Colorado Children & Pregnant Persons will provide full health insurance coverage for low-income pregnant people and children who would be eligible for Medicaid and CHP+ if not for their immigration status. The Board supported this bill last year. Implementation is slated for 2025, with stakeholder meetings currently taking place. Bills for the workforce include Care Forward Colorado and CDPHE \$10M fund for Health Care Worker Engagement. As of July 1, the Behavioral Health Administration is operational. The program requires any state agency that administers a behavioral health program to collaborate with the BHA. ARPA funding granted \$450M for Behavioral Health with \$11.1M for CO Pediatric Psychiatry; \$53.4M for youth and family behavioral health care, \$35M to transform primary care practice and \$65M going to 16 new civil beds for residential care in Fort Logan. \$35M has already been released. An additional \$400M in ARPA funds were granted for housing.

The Senate Democrats picked up three seats (23 to 12 majority) and the House Democrats picked up five seats (46 to 19 majority). Nine of the eleven new senators moved over from the House. Women constitute 51% of Colorado legislators this year. Ms. Ward reviewed the election outcome including Joint Budget Committee members (5 of 6 are new). The JBC has concerns about Ballot Measures 121 and 123 happening together. 123 will be funded out of TABOR refund; \$300M initiative. The General Fund has to make up the difference, while at the same time lowering income tax rates means less money in the general tax fund. The Governor's proposal for a state budget sits at \$42.7B (3.5% increase) including \$16.7B GF (7% increase). The proposed budget includes an increase in Medicaid reimbursement – 3% for community providers and .5% across the board. Ms. Ward shared the four key elements that play into the state budget. Potential legislation in 2023 could include some bills from freshman legislators; tweaking bills from the past session; medical debt; criminal justice reform; single parent reform; and a couple of bills this year to clean up fentanyl bills from last years.

UPDATES & REPORTS

Liaison to PVHS/UCHealth North Report – Celeste Holder Kling

The last board meeting was on November 16, just prior to the Joint Board meeting. Rural and small hospitals are hurting, with patients going to operating emergency departments then transferring to a hospital. The donated community benefit is significantly bigger than profits, and UCH, along with 50% of all hospitals in Colorado, operated at a loss this year.

Interim Executive Director Updates – Lee Thielen

Ms. Thielen thanked the Board for the privilege to work as the interim executive director and commented that the HD is moving ahead with key appointments. Renovations continue at the Mulberry site, and the HVAC on the 120 building was replaced. Key service data through October includes 1,377 individuals with completion of 170 directives through ACP. The Dental Clinic was busier than last with 1,895 patients (up 14%), 6,811 visits (up 16%) and 26,243 RVUs (up 11%). Heart Health conducted 50 clinics through October, serving 543 clients with 587 Blood Pressure Screens and 568 Cholesterol Checks. Quit Tobacco, compared to 2021, dropped approximately 20% in sessions and individuals. However, referrals are up 6% (153 clients and 673 sessions, 281 referrals from providers). Integrated Care served 4,548 unduplicated patients at Salud and FMC, and LHC served 1,417. Prescription assistance continues to shrink with 55 clients receiving 157 vouchers and/or 72 discounts from drug manufacturers. Mental Health Connections served 2,971 clients through 8,830 contacts and 14,373 services. CAYAC helped

1,849 clients through 9,624 contacts and 15,881 services. Sue Hewitt provided an update on the six Focus Groups conducted by Raftelis. Approximately 50 employees participated. Some staff were not able to participate, due to client schedules, as a result there will be a remote focus group at the end of December. Conversation was open and candid, and the dedication, commitment, and empathy of staff was apparent. Some healing needs to happen – staff haven't been asked in the past for direct input and they would like to see all levels of employees involved in key position hiring. Some programs still feel isolated, and staff expressed a desire to have the Wellness & Recognition program back in full swing. A consistent message was clearer communication top down and bottom up. There were questions about staff interactions with the Board – looking for guidelines and/or training. It was noted that the staff has operated without annual performance reviews for three years with the last metrics being set in 2019. Professional development was another key element of the focus groups. The Community Health Survey was very successful and key findings are available – the team is working to make the report ADA compliant. The Evaluation team will accept custom data requests and presentations. Ms. Thielen mentioned the All-Staff potluck at Aztlan on Thursday and invited the Board to attend. She has been spending time with overdue staff meetings and meetings with community partners. It was mentioned that FAML I forces us to do better, to take better care of our employees.

CONSENT AGENDA

- Approval of the October 27, 2022, Regular & Special Meeting Minutes; November 2, 2022 Special Meeting Minutes; November 14, 2022 Regular Meeting Minutes, and November 16 Joint Board Meeting Minutes
- October 2022 Financials

MOTION: To approve the consent agenda as presented

***Motion by Celeste Holder Kling / Second by Julie Kunce Field /
Carried Unanimously***

PUBLIC COMMENT (2nd opportunity)

None

ANNOUNCEMENTS

- January 24, 5:00 pm – Board of Directors Regular Meeting
- February 14, 5:00 pm – Board of Directors Special Meeting

EXECUTIVE SESSION

MOTION: To enter *Executive Session for the purposes of discussion of a personnel matter not involving any specific employees who have requested discussion of the matter in open session, any member of this body or any elected official, the appointment of any person to fill an office of this body or of an elected official, or personnel policies that do not require the discussion of matters personal to particular employees, pursuant to C.R.S. § 24-6-402(4)(f), regarding the Executive Director.*

Motion by Joseph Prows / Second by Molly Gutilla / Carried Unanimously

ADJOURN EXECUTIVE SESSION AND RETURN TO REGULAR MEETING

The Board entered Executive Session at 5:50 pm and returned to the public meeting at 6:21 pm.

ACTION AS A RESULT OF EXECUTIVE SESSION

MOTION: To enter into a contract with Larimer County Health Department hiring Dr. Paul Mayer as the part-time Health District Medical Director, signed by Lee Thielen, Interim Executive Director.

*Motion by Joseph Prows / Second by Celeste Holder Kling /
Carried Unanimously*

ADJOURN

MOTION: To adjourn the Regular Meeting

*Motion by Julie Kunce Field / Second by Celeste Holder Kling /
Carried Unanimously*

The Regular Board Meeting was adjourned at 6:23 pm.

Respectfully submitted:

Anita Benavidez, Assistant to the Board of Directors

Molly Gutilla, MS, DrPH, Board President

Julie Kunce Field, JD, Board Vice President

Celeste Holder Kling, JD, Liaison to UCH-North and PVHS Board

Joseph Prows, MD MPH, Board Treasurer

Ann Yanagi, MD, Board Secretary

Health District
OF NORTHERN LARIMER COUNTY
BOARD OF DIRECTORS
SPECIAL MEETING
January 18, 2023

Virtual

MINUTES

BOARD MEMBERS PRESENT: Molly Gutilla, MS, DrPH., Board President
Julie Kunce Field, JD, Board Vice President
Joseph Prows, MD MPH, Board Treasurer
Celeste Kling, JD, Liaison to UCH-North/PVH
Ann Yanagi, MD, Board Secretary

Staff Present:

Lee Thielen, Interim Executive Director
Lorraine Haywood, Deputy Director
Anita Benavidez, Executive Assistant

Public Present:

CALL TO ORDER; INTRODUCTIONS & APPROVAL OF AGENDA

Director Molly Gutilla called the meeting to order at 9:33 a.m.

MOTION: To approve the agenda as presented

Motion by Celeste Holder Kling / Second by Ann Yanagi / Carried Unanimously

EXECUTIVE SESSION

MOTION: To go into Executive Session for the purposes of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators, pursuant to C.R.S. § 24-6-402(4)(e), regarding an executive search firm.

Motion by Joseph Prows / Second by Julie Kunce Field / Carried Unanimously

The Board entered into Executive Session at 9:35 am. The Session ended at 9:57 am at which time the Board reconvened in a public meeting.

ACTION AS A RESULT OF THE EXECUTIVE SESSION

MOTION: To authorize the Interim Executive Director to sign the contract with EFL, without Board co-signature, following discussion with member(s) of the Search Committee

Motion by Joseph Prows / Second by Julie Kunce Field / Carried Unanimously

Three capable RFPs were received. After review of the proposals, it was determined that EFL has the best health care knowledge, understands the importance of DEI involvement, the best time frame, and the best price.

ADJOURN

MOTION: To adjourn the Special Meeting

Motion by Celeste Holder Kling / Second by Joseph Prows / Carried Unanimously The

Special Board Meeting was adjourned at 10:01 am.

Respectfully submitted:

Anita Benavidez, Assistant to the Board of Directors

Molly Gutilla, MS, DrPH., Board President

Julie Kunce Field, JD, Board Vice President

Celeste Holder Kling, J.D., Liaison to UCH-North and PVHS Board

Joseph Prows, MD MPH, Board Treasurer

Ann Yanagi, MD, Board Secretary



**RESOLUTION TO ESTABLISH A DESIGNATED
PUBLIC PLACE FOR THE POSTING OF
MEETING NOTICES AS REQUIRED BY THE
COLORADO OPEN MEETINGS LAW**

Resolution 2023-01

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Directors of the Health District of Northern Larimer County, Fort Collins, Colorado, as follows:

Section 1. The designated public place for the posting of meeting notices as required by the Colorado Open Meetings Law, C.R.S. §24-6-402(2)(c), shall be at the Health District, 120 Bristlecone Drive, Fort Collins, Colorado. In addition, meeting notices shall be posted on the Health District website.

Section 2. The District Secretary or its designee shall also be responsible for posting meeting agendas no later than twenty-four (24) hours prior to the holding of the meeting. Such agendas will be posted at the Health District, 120 Bristlecone Drive, Fort Collins, CO, as well as on the Health District website.

ADOPTED, this 24th day of January, A.D., 2023.

Attest:

Molly Gutilla, MS, DrPH., President

Julie Kunce Field, JD, Vice President

Ann Yanagi, MD., Secretary

Joseph Prows, MD, Treasurer

Celeste Holder Kling
Liaison to UHealth-North/PVHS Board