

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “this Agreement”) is entered into this _____ day of _____, 2024, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, Colorado, and the respective **BOARDS OF COUNTY COMMISSIONERS FOR ADAMS, ARAPAHOE, BOULDER, LARIMER COUNTIES, AND THE CITY AND COUNTY OF DENVER**. These Colorado Counties hereinafter are referred to as the “Parties”.

RECITALS

WHEREAS, the Parties are authorized under Article XIV, Section 18 of the Colorado Constitution, and by C.R.S. § 29-1-203 et seq. to contract with one another to provide any function or service lawfully authorized to each of them; and

WHEREAS, the Parties, in their capacity as County Human/Social Services Agencies, are responsible for the administration of various human services programs including, Child Welfare; and

WHEREAS, the Parties wish to enter into this Agreement to memorialize their respective responsibilities in connection with a Short-Term Placement Bed and Assessment Project (Project) organized by Douglas County; and

WHEREAS, Douglas County has entered into Contracts with Savio House and Shiloh Home, Inc. dba Shiloh House to provide the services described below in connection with the Pilot Project; and

WHEREAS, Douglas County has entered into a separate Intergovernmental Agreement (IGA) with the Colorado Department of Human Services (CDHS) pursuant to which CDHS has agreed to reimburse Douglas County for the Project as described in herein; and

WHEREAS, the Parties agree that the two vendors to provide services outlined herein are Savio House and Shiloh Home, Inc. dba Shiloh House with each having expertise and capacity to perform the work; and

WHEREAS, authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment under this Agreement,

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

A. General Terms

1. It is mutually agreed by the Parties that the term of this Agreement shall commence as of 12:00 a.m. on July 1, 2024, and terminate at 11:59 p.m. on June 30, 2025.

2. Douglas County entered into a separate Intergovernmental Agreement with CDHS and will serve as fiscal agent. No costs or fees for this role will be paid to Douglas.
3. The Parties agree that none of their respective officials, officers or employees shall have any personal or beneficial interest in the services described herein.
4. The Parties understand and agree that each Party is relying on, and does not waive or intend to waive, any provision, right, immunity or protection provided by the Colorado Governmental Immunity Act, §§ C.R.S. 24-10-101 et seq.
5. Pursuant to CRS §29-1-110, the financial obligations of the Parties as set forth herein after the current fiscal year are contingent upon funds for the purpose being budgeted, appropriated and otherwise available.
6. All of the activities conducted under this Agreement by the Parties shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado.
7. The parties agree that all confidential information shall be held in confidence and used only in the performance of its obligations under this agreement. The parties shall exercise the same standard of care to protect such information as a reasonably prudent party would to protect its own confidential data. Each party shall comply with its policies and procedures related to case file maintenance and storage. Each party shall notify all other parties within 30 days of any breach of information during the performance of its obligations.
8. Once a county joins the pilot project, their commitment is for the entire term and may not be terminated early.
9. Any Party and their auditor may inspect all relevant Douglas County records regarding this Project and Douglas' role as fiscal agent.
10. Each Party designates the individual listed below are designated as their authorized representative for the purpose of administering, coordinating and approving work for their Party.

Adams: Adams County Department of Human Services
 11860 Pecos Street, Westminster, CO 80234
 Attention: Kari Daggett, Deputy Director, Child and Family Services
 Email: KDaggett@adcogov.org
 Telephone: 720-523-4248

Arapahoe: Arapahoe County Department of Human Services
 14980 E. Alameda Drive, Aurora, CO 80012
 Attention: Jessica Williamsen, Division Manager, Child & Adult Protection Services
 Email: jwilliamsen@arapahoegov.com
 Telephone: (303) 636-1783

Boulder: Boulder County Department of Housing & Human Services
 3460 Broadway, Boulder, CO 80304
 Attention: Mollie Warren, Division Manager, Children & Family Services
 Email: mwarren@bouldercounty.org

Telephone: (303) 441-1000

Denver: Denver County Department of Human Services
1200 Federal Boulevard, Denver, CO 80204
Attention: Josie Berry, Director of Child Welfare Services
Email: Josie.Berry@Denvergov.org
Telephone: (720) 944-6044

Douglas: Douglas County Department of Human Services
4400 Castleton Court, Castle Rock, CO 80109
Attention: Ruby Richards, Deputy Director
Email: rarichar@douglas.co.us
Telephone: (303) 814-5389

Larimer: Larimer County Department of Human Services
1501 Blue Spruce Drive, Fort Collins, CO 80524
Attention: Thad Paul, Division Manager, Child, Youth and Families
Email: paulxxtj@co.larimer.co.us
Telephone: (970) 498-6584

B. Project Description

1. The Project will initially focus on: 1) youth that are arrested, do not screen to Level 1 Secure Detention, do not require treatment in a Qualified Residential Treatment Program (QRTP), and cannot go home, and/or 2) youth that are arrested and ordered by the court to have a placement and service evaluation after the detention hearing (Eligible Youth). Eligible Youth not in county custody, will remain in their parent's/guardian's custody and need authorization for their stay in the assessment bed.
2. Savio House will provide clinicians and specialists to complete a suite of assessments and observations for Eligible Youth to determine community-based services and supports that may help them return and remain home or in family-like settings in their community as soon as possible, as further described below. Shiloh House will provide bed space for four (4) Eligible Youth at a time to stay for up to thirty (30) days during the global assessment period, as further described below. Douglas County will be responsible for ensuring Savio House and Shiloh House's performance of these services in accordance with the terms of their respective Contracts.
3. Through their contracts with Savio House and Shiloh House, Douglas County will require Savio House and Shiloh House to handle any confidential or sensitive information regarding the Parties or Eligible Youth securely and in compliance with all applicable laws, and to use such information solely as needed to perform the services that they are engaged to provide under their respective Contract. Douglas County will not provide any services to Eligible Youth or complete any case management work of any kind.
4. The comprehensive assessment and observation are designed to create a plan for Eligible Youth to return home or to a family-like setting in the community. Instead of placing Eligible Youth involved with Human/Social Services, this Pilot Project aims

to assess for service needs to allow them to go home and be successful in the least-restrictive setting, as soon as possible.

5. If this Project is successful, the Parties expect to see better outcomes for Eligible Youth compared to those that are placed outside of the project. This may include: 1) reduction in out-of-home placements, 2) timelier reunification with family and/or community, and 3) better service outcomes that support the youth and family and prevent further penetration in the child welfare and juvenile justice systems.

C. Savio House

1. Savio House will provide properly licensed and trained staff to complete a clinical assessment for Eligible Youth. This includes one (1) Masters level clinician and one (1) Bachelors level specialist.
2. The Clinicians will be responsible for assessment administration, scoring, and reporting. They will be the point person for communication with the family and Multi-Disciplinary Team (MDT).
3. The Specialists will provide transportation to Eligible Youth's appointments (including court appearances), and observe and provide skills training in various settings. The Specialists will assess the Eligible Youth's activities of daily living, social skills and deficits, vocational needs and abilities and responses to various environments/communities.
4. The Assessments will include:
 - i. Biopsychosocial assessment will be performed within 24 hours of clients' arrival to guide further assessments. The Clinician will obtain Colorado Juvenile Risk Assessment (CJRA) if performed at the Juvenile Assessment Center or in detention.
 - ii. Medical, Dental Appointments: Verified or scheduled
 - iii. Med Evaluation (Shiloh House or client normal provider)
 - iv. Trauma-CATS
 - v. Family-CANS-F
 - vi. Substance Use-ASAM assessment
 - vii. Offense Specific-JSOAP and DASH 13
5. Observations will include:
 - i. School setting,
 - ii. Milieu within family system (ideally in the home),
 - iii. With similar age peers,
 - iv. In general community settings (walking around at a park) and in structured community settings (at a restaurant)
6. Programming will include:
 - i. If it appears a Qualified Residential Treatment Program is warranted, the MDT will request a Qualified Assessment within 24 hours.
 - ii. Family contacted within 24 hours of placement and family meeting scheduled.
 - iii. Within 72 hours, a determination will be made about school options for a child. This may include:
 1. Maintain attendance at current school setting,
 2. Attend on-line school, one on one tutoring, or modified school schedule
 3. Participate in day treatment, or

4. no school participation indicated.
- iv. Staffing will be held within seven (7) days to review assessments, observations, and service planning.
- v. Discharge planning set within 21 days with most discharges completed within 14 days.

D. Shiloh House

1. During the day, Shiloh House will provide up to two (2) staff in the event Eligible Youth are not able to attend their home school. Staff will work with youth and set them up for online schooling and supervise during this time.
2. After school when youth are not with their specialist/therapist, Shiloh House will ensure Eligible Youth participate in activities to keep them engaged. Shiloh House staff will work with Savio House staff to understand youth's interests in order to keep them engaged when they are not in treatment. There will be up to two (2) Shiloh House staff for the after school hours to ensure that while youth are in the program, they receive individualized attention in order to best support them while they are in the program. Activities will be reviewed with the Eligible Youth's team to ensure appropriateness, and may include:
 - i. hiking,
 - ii. video games,
 - iii. arts/painting,
 - iv. working out,
 - v. games with peers, and
 - vi. other individualized interests.
3. Overnight there will be up to two (2) staff on the milieu during the overnight hours. Since the program is under Shiloh House's license, Shiloh House is responsible for clinical documentation as well as Council of Accreditation standards.

E. Performance Management Tracking

1. Since this Project is in an early exploratory stage and data from a limited population, formal evaluation through university or other research partners is not yet feasible. Instead, the Project will include performance management tracking that will lay the groundwork for a formal evaluation at a later date.
2. Savio House will provide performance management tracking which will include:
 - i. assessments completed,
 - ii. length of stay of the Eligible Youth,
 - iii. release outcome and
 - iv. outcomes for the Eligible Youth and their family 3 months and 6 months post-pilot involvement.
3. If this pilot is successful, the Parties expect to see better outcomes for Eligible Youth compared to those that are placed outside of the Project. This may include:
 - i. a reduction in the use of out-of-home care,
 - ii. timelier reunification with family and/or community,
 - iii. more timely access to appropriate prevention and intervention services matched to needs and
 - iv. better service outcomes that support the youth and family and prevent further penetration in the child welfare and juvenile justice systems.

F. Funding Obligations

1. Douglas County will pay Shiloh House and Savio House all of their eligible costs incurred in connection with the Pilot Project as set forth in this Agreement and the Douglas County Contracts with Shiloh House and Savio House.
2. CDHS will reimburse costs for this pilot as follows: 1) 100% of all detention related expenses; 2) 50% of non-detention related expenses up to \$770,000.00.
3. Total Contract Costs:

Shiloh Bed Contract Costs

Nightly Bed Rate	Month	Totals
\$384.00	July and August of 2024	\$95,232.00
\$706.40	September 2024 thru June 30, 2025	\$856,156.80


Savio Assessment Contract Costs

Rate	Month	Totals
\$19,783.00	July and August of 2024	\$39,566.00
\$24,293.00	September 2024 thru June 30, 2025	\$242,930.00

3. The six (6) participating Counties agree that:
 - i. Any County using one of the four (4) guaranteed beds will pay the amount in excess of CDHS’s allowable reimbursement as stated above, for the days they are using the bed.
 - ii. The six (6) Counties will equally share the 50% unreimbursed cost for the days any of the beds are vacant during the month.
 - iii. Each County’s maximum obligation is up to \$919,516.00.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the above date.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS COUNTY

BY: 
Chair
Authorized by Adams County Board of County Commissioners

DATE: August 27, 2024

APPROVED AS TO FORM
COUNTY ATTORNEY


Signature of Notary Public Required:

STATE OF Colorado)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 27th day of 2024, by

Emma Pinter.

Witness my hand and official seal

MICHELLE KING
Notary Public
State of Colorado
Notary ID # 20084001431
My Commission Expires 01-14-2028


Notary Public

My commission expires: 01-14-2028

DELEGATION OF SIGNATURE AUTHORITY

The Mayor, the Executive Director of Human Services, or any other designee of the Mayor are hereby authorized to execute documents on behalf of the City necessary to administer and facilitate the execution of the attached agreement from the Board of County Commissioners of Douglas County, so long as the documents requiring the City authorized signature are executed or required by the Board of County Commissioners of Douglas County.

Contract Control Number:

SOCSV-202474976-00

Contractor Name:

Board of County Commissioners of Douglas County

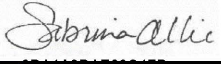
IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of: 9/30/2024 | 5:18 PM PDT

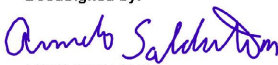
SEAL



CITY AND COUNTY OF DENVER:

ATTEST:

Signed by:

Deputy Clerk
Sabrina Allie

By: DocuSigned by:

Deputy Mayor
Armando Saldate III

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: DocuSigned by:

Assistant City Attorney
Andrew Riester

REGISTERED AND COUNTERSIGNED:

By: DocuSigned by:

Chief Financial Officer
Nicole Doheny

By: DocuSigned by:

Auditor
Timothy O'Brien

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the above date.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LARIMER COUNTY

BY: 

Thad Paul, Larimer County Human Services Division Manager
Authorized by Larimer County Board of County Commissioners

DATE: 7/17/24

Signature of Notary Public Required:

STATE OF Colorado)

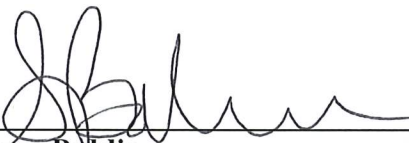
COUNTY OF Larimer)

ss.

The foregoing instrument was acknowledged before me this 17/07 day of 2024, by

Siobhan Balcombe.

Witness my hand and official seal


Notary Public

My commission expires: 05/07/2025

