

INTERGOVERNMENTAL AGREEMENT BETWEEN ARAPAHOE COUNTY, ON BEHALF OF ITS DEPARTMENT OF HUMAN SERVICES, DIVISION OF CHILDREN, YOUTH AND FAMILY SERVICES; DOUGLAS COUNTY, ON BEHALF OF ITS DEPARTMENT OF HUMAN SERVICES, DIVISION OF CHILD WELFARE; AND JEFFERSON COUNTY, ON BEHALF OF ITS DEPARTMENT OF HUMAN SERVICES, DIVISION OF CHILDREN, YOUTH, FAMILIES AND ADULT PROTECTION

COLLABORATIVE FOSTER CARE PROGRAM (“CFCP”)

This Intergovernmental Agreement (“Agreement”), dated for reference purposes only July 1, 2024, is made by and between the Boards of County Commissioners of Arapahoe County, Colorado (“Arapahoe County”), Douglas County, Colorado (“Douglas County”) and Jefferson County, Colorado (“Jefferson County”).

WITNESSETH:

WHEREAS, the Division of Child and Adult Protection for Arapahoe County, the Division of Child Welfare for Douglas County and the Division of Children, Youth, Families and Adult Protection for Jefferson County currently provide foster care services to children in need of out of home placement in Arapahoe, Douglas and Jefferson Counties.

WHEREAS, the CFCP has been established through a partnership between the three Counties in an effort to improve and expand foster and foster-to-adopt services to children of the three Counties in need of out-of-home care and to the foster families who provide such care.

WHEREAS, the CFCP desires to provide to children in the three Counties the highest quality foster care services and to improve outcomes for children in need of foster care including increased reunification with family, decreased length of time spent in out-of-home care, stabilization through reduced number of placement changes and decreased recidivism into the child welfare system. Through service expansion, access to foster care will be improved and children will be able to remain closer to their biological families and communities when appropriate. The goals also are to decrease reliance on private foster care networks, improve local control over program components and operations and decrease duplicated efforts in recruitment, training, retention and support activities and costs related to foster care.

WHEREAS, the Counties desire to bring consistency to rates paid for foster care services; to decrease Caseworker travel time and associated costs; to focus recruitment, training and retention on specialized foster care for children with special needs including medical fragility, developmental disabilities, sexual offending behaviors, and mental health needs; and to diversify resources and services.

WHEREAS, the Counties have the authority to enter into intergovernmental agreements pursuant to Section 29-1-203, C.R.S.

NOW THEREFORE, IN CONSIDERATION of the covenants and agreements below appearing, the parties agree as follows:

I. SERVICES AND AGREEMENTS

Those who will be served include children and youth ages birth through twenty-one (0-21) years who are in need of foster care services as determined by each County's Department of Human Services ("Partnership Department").

Each Partnership Department shall share in the overall management of the program. Each current and future staff person of the CFCP shall remain employees of her/his respective County. Each County shall be responsible for financial costs, training, and personnel rules for its own employees. These include, without limitation, funding for salaries and benefits, worker compensation coverage for each County's respective employees, equipment and other costs. Each employee shall adhere to his/her own County's policies and procedures. Co-supervision may occur for employees. Each employee shall adhere to the computing standards or policies of the network on which the employee is working. Each County shall be responsible for the actions of its own employees that occur within the course and scope of her/his employment and shall not be responsible for the actions of the employees of the other Counties.

The CFCP and staff assigned to the CFCP shall be located at Arapahoe Plaza, 1690 Littleton Boulevard, Littleton, Colorado, in Arapahoe County, Colorado. Arapahoe County shall provide reasonable workspace but is not responsible for any workplace injuries or illnesses of Douglas County or Jefferson County employees that result from or are alleged to result from use of such facility and/or equipment provided.

Each Partnership Department shall be responsible for maintaining its kin/relative resources and support mechanisms.

Each Partnership Department shall be responsible for institutional investigations within its jurisdiction with a designed information sharing and collaborative process.

All home studies shall be contracted out by Jefferson County on behalf of the CFCP. All expenditures incurred through the contract shall be shared by each Partnership Department in the amount of fifty-one and thirty-six hundredths percent (51.36%) for Arapahoe County, thirty-seven and twenty-two hundredths percent (37.22%) for Jefferson County and eleven and forty-two hundredths percent (11.42%) for Douglas County, with the ability to adjust these costs based on utilization rate and mutual agreement.

II. JEFFERSON COUNTY HUMAN SERVICES, DIVISION OF CHILDREN, YOUTH, FAMILIES AND ADULT PROTECTION SHALL:

- A. Provide at least one (1) FTE Caseworker Supervisor;
- B. Provide at least one (1) part time Program Manager;
- C. Provide full time employees sufficient to meet casework needs;
- D. Provide an established data system;
- E. Provide financial resources to sufficiently support programmatic functions;

F. Provide the following in-kinds:

1. Information technology support

- a) Continued development of an integrated data management system and website, including hosting the website on the Jefferson County server;
- b) Ongoing technical support of the integrated data management system; and
- c) Jefferson County staff, approximately fifteen (15) hours per month valued at approximately Twelve Thousand One Hundred and Fifteen Dollars (\$12,115.00) annually.

2. Business/Finance office support

- a) Management of daily operational financing for the program;
- b) Jefferson County staff, approximately ten (10) hours per month valued at approximately Nine Thousand One Hundred and Fifteen Dollars (\$9,115.00) annually; and
- c) Use of the Jefferson County Human Services Building for CFCP meetings, conferences, visitation and staffings.

III. ARAPAHOE COUNTY HUMAN SERVICES, CHILDREN, YOUTH AND FAMILY SERVICES SHALL:

A. Provide at least two (2) FTE Caseworker Supervisors;

B. Provide full-time employees sufficient to meet casework needs;

C. Provide financial resources to sufficiently support programmatic functions;

D. Provide workspace at Arapahoe Plaza for all employees participating in the CFCP;

E. Provide the following in-kinds:

1. Approximately one thousand one hundred and twenty (1,120) square feet of workspace, valued at approximately at Thirteen and 75/100 Dollars (\$13.75) per square foot and Fifteen Thousand Four Hundred Dollars (\$15,400.00) per year, at Arapahoe Plaza for Jefferson County and Douglas County staff assigned to the CFCP;

2. One (1) FTE of clerical support for the CFCP, valued at approximately Sixty-nine Thousand Three Hundred and Eighty-Eight Dollars (\$69,388.00) per year;

3. One (1) Full-time Program Administrator on site to provide daily oversight and supervision; and

4. Use of the Arapahoe County Human Services Buildings for meetings, conferences, visitation and staffing.

IV. DOUGLAS COUNTY HUMAN SERVICES, DIVISION OF CHILD WELFARE SHALL:

- A. Provide at least one (1) FTE Supervisor, one (1) FTE Caseworker, one (1) .15 FTE Program Administrator valued at approximately Twenty-Three Thousand Nine Hundred Sixty-Eight and 37/100 Dollars (\$23,968.37) and any additional employees to sufficiently meet casework needs;
- B. Provide adequate Caseworker supervision to support casework needs;
- C. Provide the following in-kinds:
 - 1. Use of the Douglas County Human Services facility for meetings, conferences, visitations and staffings; and
 - 2. Additional staff, as needed, to support the CFCP functions to include program management oversight, contract management, clerical and finance support.

V. REFERRALS

All referrals for foster care placement from each Partnership Department shall be handled by an employee assigned to the CFCP, regardless of the County of origin.

Program staff shall establish a rotation for referrals regardless of the County of origin.

VI. UTILIZATION REVIEW

Representatives of each Partnership Department shall meet on a regular basis to address systemic and programmatic issues.

VII. INFORMATION TECHNOLOGY

The Partnership Departments shall work to develop an integrated data management system to track key data elements for children/youth placed in County-certified foster care homes through this Agreement as follows:

Arapahoe County Information Technology shall provide the following for the Jefferson County Human Services and Douglas County Human Services co-located staff:

- A. Necessary security accounts to allow co-located staff access to Arapahoe County Government (ACG) Co-Location Network for:
 - 1. Internet connectivity to Jefferson and Douglas County's VPN and Web email;
 - 2. Network printing; and
 - 3. Integrated Care Management application (ICM).
- B. Data and telephone connectivity;
- C. Telephone equipment;

D. 1st & 2nd level service desk support and connectivity support (excluding re-image).

Jefferson County shall provide the following.

- A. Necessary security accounts and configuration to allow Jefferson County Human Services (co-located) staff access to:
 - 1. VPN,
 - 2. Children Youth, Families and Adult Protection Application Timesaver (CAT) application,
 - 3. Outlook email,
 - 4. Shared network drive folder for staff assigned to the CFCP.
- B. Hardware necessary for co-located Jefferson County staff (laptops, docking stations, power supplies, and printer);
- C. Hardware support (repairs and replacement);
- D. Software support (VPN client, laptop operating system, and virus protection);
- E. Co-located Jefferson County Human Services staff will agree to and sign the ACG computing standards. Failure to adhere to standards could result in termination of services.

Douglas County shall provide the following:

- A. Necessary security accounts and configuration to allow Douglas County Human Services (co-located) staff access to:
 - 1. Web-based database systems,
 - 2. Children Youth and Families Application Timesaver (CAT) application,
 - 3. Outlook email.
- B. Co-located Douglas County staff necessary hardware (laptops, docking stations, power supplies, and printer);
- C. Hardware support (repairs and replacement);
- D. Software support (VPN client, laptop operating system, and virus protection);
- E. Co-located Douglas County Human Services staff will agree to and sign the ACG computing standards. Failure to adhere to standards could result in termination of services.

The chosen technical option for the CFCP program is as follows: CFCP assigned staff will access the Jefferson County CAT application via the Jefferson County VPN and will access the Arapahoe County ICM application via an Arapahoe Local Account Network (LAN) connection, configured for Jefferson County and Douglas County employees.

The employees of each County will adhere to the Computing Standards or policies of the County Network the employee uses. For example, any employee that uses the Arapahoe County Network will adhere to the Arapahoe County Computing Standards.

The parties recognize that problems may arise with the use, utility or coordination of the networks, as this program ensues. The parties agree to cooperate with each other to resolve any problems that develop. If incompatibilities arise, the parties will attempt to resolve those incompatibilities, but if they cannot be resolved reasonably, any party may terminate this Agreement pursuant to Paragraph IX.

VIII. PAYMENT TERMS

Each Partnership Department shall be responsible for the payment of all its respective County employees assigned to the CFCP. Operational costs may be combined to provide for daily operational expenses through combined funding sources managed by Arapahoe, Jefferson or Douglas Counties and invoiced accordingly to the collaborative partners and with the contracted financial splits.

IX. TERM

This Agreement shall commence July 1, 2024, and shall continue for one (1) year, or until earlier terminated.

Any party may terminate this Agreement by giving the other parties not less than sixty (60) days prior written notice.

Upon termination of this Agreement, Douglas County and Jefferson County co-located staff will vacate Arapahoe County building space within thirty (30) days of the date of termination, and all collaborative functions of the program shall cease.

X. LIABILITY

Since the CFCP is not a legal entity, any legal issues, including civil liability, must be resolved by mutual cooperation and agreement of the Counties. Each County shall retain control over any notice of claim, demand for payment, or other legal issue that arises out of the action of that County's employee. Each County shall be responsible for the actions and omissions of its own employees, officers, and agents to the extent provided by law, including, but not limited to, the monetary limitations and all other rights, immunities, and protection provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et. seq. No County, by reason of this Agreement, is authorized or obligated to defend or indemnify the other Counties or any other person or entity. No relationship of agency, joint venture, partnership or employment is created by this Agreement.

XI. MISCELLANEOUS

Severability. In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision, to the extent that performance of the obligations of the parties may still be accomplished within the intent of this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement and understanding between

the parties for the term set forth in Paragraph IX, and supersedes any prior agreement or understanding, relating to the subject matter of this Agreement.

Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by all parties hereto.

Good Faith. The parties agree to work together in good faith in performing their obligations hereunder.

Notices. All notices by one party to another required under this Agreement shall be in writing and served personally or sent by certified mail, return receipt requested, postage prepaid, and addressed as provided below.

If the notice is to Arapahoe County Department of Human Services, the address shall be as follows:

Arapahoe County Department of Human Services
Financial & Administrative Services
14980 East Alameda Drive
Aurora, Colorado 80166

With Copy To: Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80166

If notice is sent to Jefferson County Department of Human Services, the address shall be as follows:

Jefferson County Department of Human Services
900 Jefferson County Parkway
Golden, Colorado 80401

With Copy To: Jefferson County Attorney
100 Jefferson County Parkway, Suite 5500
Golden, Colorado 80419

If notice is sent to Douglas County Department of Human Services, the address shall be as follows:

Douglas County Department of Human Services
4400 Castleton Court
Castle Rock, CO 80109

With Copy To: Douglas County Attorney
100 Third Street
Castle Rock, CO 80104

IN WITNESS WHEREOF, the parties have caused this Collaborative Foster Care Program Intergovernmental Agreement to be executed by their duly authorized representatives, effective as of July 1, 2024.

<p>County: JEFFERSON COUNTY</p> <hr/> <p>Signature _____ Date _____</p> <p>Name: Mary C. Berg</p> <p>Title: Executive Director, Jefferson County Department of Human Services</p> <p>Address: Jefferson County Department of Human Services 900 Jefferson County Parkway Golden, Colorado 80401</p> <p>With Copy To: Jefferson County Attorney 100 Jefferson County Parkway, Suite 5500 Golden, Colorado 80419</p>	<p>County: ARAPAHOE COUNTY</p> <hr/> <p>Signature _____ Date _____</p> <p>Name: Cheryl Ternes</p> <p>Title: Director, Arapahoe County Department of Human Services</p> <p>Address: Arapahoe County Department of Human Services Financial & Administrative Services 14980 East Alameda Drive Aurora, Colorado 80166</p> <p>With Copy To: Arapahoe County Attorney 5334 South Prince Street Littleton, Colorado 80166</p>
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<p>County: DOUGLAS COUNTY</p> <hr/> <p>Signature _____ Date _____</p> <p>Name: Dan Makelky</p> <p>Title: Director, Douglas County Department of Human Services</p> <p>Address: Douglas County Department of Human Services 4400 Castleton Court Castle Rock, Co 80109</p> <p>With Copy To: Douglas County Attorney 100 Third Street, Castle Rock, CO 80104</p>	
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COUNTY OF JEFFERSON,
STATE OF COLORADO

By _____
Joseph M. Kerby
County Manager

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing Agreement was acknowledged before me this _____ day of _____,
2024, by Joseph M. Kerby, County Manager, County of Jefferson.

WITNESS my hand and official seal.
My Commission expires: _____

Notary Public

APPROVED AS TO FORM:

By _____
Jean R. Biondi
Assistant County Attorney

ATTEST:

COUNTY OF DOUGLAS
STATE OF COLORADO

By _____
Deputy Clerk & Recorder

By _____
George Teal, Chair
Board of County Commissioners

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2024, by George Teal, as Chair, Board of County Commissioners, County of Douglas, State of Colorado.

WITNESS my hand and official seal.
My Commission expires: _____

Notary Public