

## Subgrantee Agreement Staff Report

**Date:** March 31, 2026

**To:** Douglas County Board of County Commissioners

**Through:** Douglas J. DeBord, County Manager

**From:** Jennifer L. Eby, AICP, Director of Community Services

**CC:** Ryan J. Arthur, Community Programs Coordinator  
Allison E. Cutting, Community Services Supervisor  
Rand M. Clark, CCAP, NCRT, Assistant Director of Community Services

**Subject:** **Subgrantee Agreement for transit services between Douglas County and Castle Rock Senior Activity Center in the amount of \$111,000.**

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**Board of County Commissioners' Business Meeting**

**April 14, 2026 @ 1:30 p.m.**

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### **I. EXECUTIVE SUMMARY**

The request is for approval of the 2026 Colorado Department of Transportation (CDOT) Federal Transit Administration (FTA) 5310 Subgrantee Agreement (Agreement) for transportation services between Douglas County and Castle Rock Senior Activity Center (CRSAC) in the amount of \$111,000. This Agreement will provide approximately 3,000 one-way trips to enhance the mobility of older adults and people with disabilities.

### **II. REQUEST**

Staff requests approval of the 2026 CDOT FTA 5310 CRSAC Transit Services Subgrantee Agreement between Douglas County and CRSAC in the amount of \$111,000.

### **III. BACKGROUND**

The Board of County Commissioners (BCC) approved the 2026 CDOT FTA 5310 contract 26-HTR-ZL-00127 for operating expenses during the March 24, 2026, Business Meeting. Douglas County subgrants funds to local organizations to provide direct services. CRSAC submitted an application in response to the County's call for transit service projects and was selected for funding.

### **IV. DISCUSSION**

This Agreement will allow CRSAC to provide approximately 3,000 one-way trips to enhance the mobility of older adults and people with disabilities. Services are available to residents who travel to and from the Castle Rock Small Urbanized Area. The period of performance is January 1 through December 31, 2026.

**V. RECOMMENDED ACTION**

Staff recommends approval of the 2026 CDOT FTA 5310 CRSAC Transit Services Subgrantee Agreement between Douglas County and CRSAC in the amount of \$111,000 as it complies with all federal, state, and county approval standards and policies.

<b><u>ATTACHMENTS</u></b>	<b><u>PAGE</u></b>
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**SUBGRANTEE AGREEMENT  
2026 CDOT FTA 5310 CRSAC TRANSIT SERVICES**

<b>Project Title</b> 2026 CDOT FTA 5310 CRSAC Transit Services	<b>Agreement Number</b>
<b>Subgrantee</b> Castle Rock Senior Activity Center (CRSAC)	<b>Agreement Performance Beginning Date</b> January 1, 2026
<b>Grantee Unique Entity ID:</b> N3TLGNKFSLR1	<b>Agreement Performance Expiration Date</b> December 31, 2026
<b>Grant Maximum Amount:</b> \$111,000	<b>CFDA Number:</b> 20.513
<b>Agreement Purpose</b> The purpose of this agreement is to improve chore and assisted transportation options for vulnerable seniors age 60 and older in all parts of Douglas County.	
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> <li>1. Exhibit 1, Scope of Work and Conditions</li> <li>2. Exhibit 2, Amended Contract 26-HTR-ZL-00127</li> <li>3. Exhibit 3, Release of Information</li> <li>4. Exhibit 4, Generic Confidentiality Agreement</li> <li>5. Exhibit 5, Data Security Procedures</li> </ol> In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: <ol style="list-style-type: none"> <li>1. The provisions of the other sections of the main body of this Agreement</li> <li>2. Exhibit 1, Scope of Work and Conditions</li> <li>3. Executed Option Letters (if any)</li> </ol>	
<b>Principal Representatives:</b>	
<b>For Douglas County:</b> Ryan J. Arthur 100 Third Street Castle Rock, CO 80104 transit@douglas.co.us	<b>For Subgrantee:</b> Debbi Haynie 2323 Woodlands Boulevard Castle Rock, CO 80104 dhaynie@CRgov.com

**SUBGRANTEE GRANT AGREEMENT**  
**Transit Services**

THIS SUBGRANTEE AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (“County”) and **CASTLE ROCK SENIOR ACTIVITY CENTER** (“Subgrantee”), each acting by and through its duly authorized officers. The County and the Subgrantee hereinafter collectively referred to as the “Parties” and individually as the “Party.”

**WHEREAS:**

1. The County, acting in its role as grantee for a Federal Transportation Administration (FTA) 5310 grant awarded by the Colorado Department of Transportation (“CDOT”), is able to receive and dispense federal funds upon reimbursement from CDOT.
2. Consistent with the requirements of 49 U.S.C. § 5310 and the local processes, the County submitted an application for local assistance, which included the Subgrantee project described herein.
3. The County received a grant award of \$218,588 (“CDOT 5310 Grant Funds”) on behalf of the Subgrantee’s and other recipients’ request from CDOT, pursuant to Agreement Number 26-HTR-ZL-00127.
4. This Agreement is intended to memorialize the terms under which the Subgrantee is to receive a portion of the CDOT 5310 Grant Funds.

**NOW, THEREFORE**, the County and the Subgrantee agree as follows:

**I. SCOPE OF WORK; APPROVED BUDGET; AND PROVISIONS**

**1.01 Scope of Work.** Subgrantee agrees to perform and complete the Scope of Work and Conditions specified in **Exhibit 1** (“Scope of Work”), attached hereto and incorporated herein, in accordance with the terms and conditions of this Agreement and in accordance with all the terms and conditions contained in **Exhibit 2**, the Agreement by and Between the Colorado Department of Transportation and Douglas County Government attached hereto and incorporated herein. The Scope of Work describes the activities to be completed by the Subgrantee and includes milestones and completion dates. All Scope of Work activities must be consistent with the approved Scope of Work, including the budget. Any proposed change in the Scope of Work must be submitted to the County’s Project Manager, as defined in Section 6.02 below, for written approval. A change in the Scope of Work is not effective until the Subgrantee receives written approval from the County.

**1.02 Approved Budget.** Subgrantee agrees to complete the Scope of Work in accordance with the approved budget in **Exhibit 1**.

**1.03 Provisions.** Subgrantee agrees to comply with all provisions in this Agreement, including all exhibits to the Agreement and any further exhibits contained therein, all of which are expressly incorporated herein by reference.

**1.04 Applicability of Federal Requirements.** Subgrantee understands and agrees that its receipt of CDOT 5310 Grant Funds is contingent and conditioned on its compliance with the terms and conditions of the federal award as set forth in the FTA Master Agreement, as amended from time to time. The current version of the FTA Master Agreement is available at: <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>. The terms and conditions of the FTA Master Agreement are hereby adopted and incorporated as if fully set forth herein. By signing this Agreement, Subgrantee certifies that it has received and reviewed the FTA Master Agreement and agrees to comply with all requirements set forth therein. Any violation of a Federal requirement by the Subgrantee can result in an enforcement action undertaken by FTA and termination of this Agreement by the County, CDOT and/or FTA.

## II. AUTHORIZED USE OF GRANT FUNDS; ELIGIBILITY OF COSTS

**2.01 Authorized Use of Grant Funds.** The Subgrantee is only authorized to use the grant funds awarded under this Agreement for costs directly incurred for the Scope of Work activities during the Project Activity Period as specified in **Exhibit 1**.

**2.02 Eligibility of Costs.** All expenses are subject to CDOT requirements including, but not limited to:

- *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR §§ 200.402 through 200.475 and 2 CFR § 200.102*
- *Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions, FTA Circular 9070.1G*

All expenses are also subject to the provisions outlined in the FTA Master Agreement and **Exhibit 2**.

## III. AWARD AMOUNT, MATCH, AND PAYMENT

**3.01 Estimated Project Amount.** The total estimated budget of this Scope of Work is **\$111,000**.

**3.02 Maximum Grant Amount.** The County awards to Subgrantee a grant of up to **\$111,000** (the "Maximum Grant Amount") to complete approximately **3,000 one-way trips** as outlined in the Scope of Work. In no event will the County's obligation under this Agreement be more than the Maximum Grant Amount. **The County shall bear no responsibility for cost overruns that may be incurred by Subgrantee in performance of the Scope of Work.**

**3.03 Local Match.** A local match from the County is required for this operating grant and will be covered by the County. The local match shall not increase the Maximum Grant Amount.

**3.04 Reimbursement.** Expenses will be reimbursed by the County for 100 percent of all allowable costs, as provided in Section 4.3 of Exhibit 2 hereto, which have been paid

to the County by CDOT. Invoiced expenditures with all required documentation plus local match documentation (if required) must be submitted to the County's Project Manager **no later than the fifth day of the following month** in order to be reimbursed for expenses from the previous month. Subgrantee must use the approved forms and submit all required documentation in the format specified by the County's Project Manager.

Subgrantee shall submit any additional data or other information requested by the County to support the Subgrantee's reimbursement request and shall submit any additional data or information that may be required by CDOT or FTA.

Following the County's review and approval of the Subgrantee's reimbursement request, and CDOT's payment to the County, the County will distribute to the Subgrantee the approved reimbursement amount. The County may deny part or all of any reimbursement request if the County believes that it is not a supportable Scope of Work expense. No reimbursement will be made which would cause the distribution of grant funds to exceed, cumulatively, the Maximum Grant Amount set out in Section 3.02. **The County may withhold payment if the Subgrantee is not current in its reporting requirements under Article IV.** Distribution of any funds or approval of any report is not to be construed as a County waiver of any Subgrantee noncompliance with this Agreement.

**3.05 Repayment of Unauthorized Use of Grant Funds.** Upon a finding by the County that the Subgrantee has made an unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the County, the Subgrantee agrees to promptly repay such amounts to the County.

**3.06 Reversion of Unexpended Grant Funds.** All funds granted by the County under this Agreement that have not been expended for Scope of Work activities taking place during the Project Activity Period shall revert back to CDOT and/or the County, as applicable.

**3.07 Grant and Reimbursement Contingent upon Funding.** This Agreement is subject to and contingent upon the continuing availability of grant funds for the purposes thereof. The parties hereto expressly recognize that the Subgrantee is to be paid, reimbursed, or otherwise compensated with grant funds provided to the County by CDOT. Subgrantee expressly understands and agrees that all its right, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds from CDOT. If such funds or any part thereof are not received from CDOT, the County may, in its sole discretion, immediately terminate this Agreement without liability, including liability for termination costs. If the County does not elect to terminate the Agreement, the County is only required to reimburse Subgrantee from such funds or any part thereof that are received from CDOT.

#### **IV. ACCOUNTING AND RECORDKEEPING REQUIREMENTS**

**4.01 Documentation of Scope of Work Costs.** All Scope of Work expenses must be supported by proper documentation, including properly executed payrolls, effort reporting or time records, invoices, contracts, receipts for expenses, or vouchers, evidencing in detail the nature and propriety of the charges.

**4.02 Establishment and Maintenance of Scope of Work Information.** Subgrantee agrees to establish and maintain accurate, detailed, and complete separate books, accounts, financial records, documentation, and other evidence relating to (a) Subgrantee's performance under this Agreement, and (b) the receipt and expenditure of all grant funds and the Subgrantee's match documentation (if required) under this Agreement. These documents shall include the property records required by Article VII of this Agreement. The Subgrantee shall establish and maintain all such information in accordance with generally accepted accounting principles and practices and shall keep intact all Scope of Work information until the latest of:

- A. Six (6) years following the term of this Agreement; or
- B. If any litigation, claim, or audit is commenced during either such period, when all such litigation claims or audits have been resolved.

**4.03 Compliance with HB 18-1128.** Subgrantee shall comply with the applicable provisions of House Bill 18-1128 Concerning Strengthening Protections for Consumer Data Privacy, including any updates or amendments thereto. Compliance shall include, without limitation, compliance with all required procedures set forth in subpart F of the Scope of Work attached hereto as **Exhibit 1**.

**4.04 Audit Requirements.** The Subgrantee agrees to have financial and compliance audits performed as required by the Single Audit Act Amendments of 1996, 31 U.S.C. §§ 7501, *et seq.* These financial and compliance audits must comply with the provisions of 2 CFR part 200, and any amendments thereto. The Subgrantee also agrees to obtain any other audits required by the County, CDOT or the State of Colorado. The Subgrantee agrees that these audits will be conducted in accordance with U.S. Government Accountability Office, (U.S. GAO) "Government Auditing Standards." Subgrantee agrees to provide the County's Project Manager with a report of all audits performed. Subgrantee agrees that project closeout will not alter the Subgrantee's audit responsibilities.

**4.05 Audit Costs.** Audit costs for project administration and management are allowable to the extent authorized by 2 CFR part 200, or the FAR at 48 C.F.R. Chapter I, Subpart 31.2, whichever is applicable.

**4.06 Contents of Reports; Copies.** The Subgrantee agrees to report completely in accordance with the requirements of the Scope of Work and to provide the County with any additional or follow up information as may be requested by the County.

**4.07 Inspections and Other Monitoring Activities.** Subgrantee agrees to permit the County and CDOT to have access to the sites of performance of the Scope of Work and to make site visits as needed to ensure compliance with applicable federal requirements and regulations and this Agreement. Subgrantee agrees to attend Subgrantee meetings. The Subgrantee agrees to submit to the County a copy of any promotional information regarding the Scope of Work disseminated by Subgrantee during the term of this Agreement.

**4.08 FTA Access to Records and Sites of Performance.** Subgrantee agrees to provide: (1) the U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all Agreement-related records as required under 49 U.S.C. § 5325(g); and (2) sufficient access to Agreement-related records as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of the grant as determined by FTA. Subgrantee further agrees to permit FTA access to the sites of performance of the Scope of Work and to Subgrantee and to make site visits as needed in compliance with applicable federal requests.

**4.09 Changed Conditions.** Subgrantee shall use due diligence to achieve the milestones set forth in the Scope of Work. Subgrantee agrees to notify the County immediately of any development that has or will have a significant impact on performance of the Scope of Work, including, but not limited to, any problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the Scope of Work in accordance with the terms of this Agreement. The notice shall include a statement of action taken or contemplated and any assistance needed to resolve the situation.

**4.10 Special Reporting Requirements.** Subgrantee agrees to provide the County with any additional follow up information reasonably requested by the County in order to meet the County's reporting requirements.

## **V. PROJECT ACTIVITY PERIOD; TERM; TERMINATION**

**5.01 Project Activity Period.** This Project Activity Period will expire when CDOT reimburses the County's final submitted invoice, within the limits of Section D, *Reimbursement Eligibility*, in the Scope of Work (**Exhibit 1**). The Project Activity Period may be extended by an amendment agreed to in writing by the County and CDOT.

**5.02 Term.** The term of this Agreement shall extend from **January 1<sup>st</sup>, 2026**, to a date sixty (60) calendar days following the end of the Project Activity Period defined in Section 5.01 to permit close out of this Agreement. No work shall commence, and no costs shall be incurred, prior to January 1<sup>st</sup>, 2026.

**5.03 Termination by County for Convenience.** The County may terminate this Agreement at any time and for any reason by providing the Subgrantee written notice of such termination at least thirty (30) calendar days prior to the effective date of such termination. Upon such termination, the Subgrantee shall be entitled to compensation for Scope of Work activities in accordance with this Agreement which were incurred prior to the effective date of the termination, but not exceeding the Maximum Grant Amount, in Section 3.02.

**5.04 Termination for Noncompliance.** If there has been a material failure to comply with the provisions of this Agreement by either party (a "breach"), the other party may terminate this Agreement after seven (7) calendar days' written notice to the party in breach if such breach is not cured within the seven (7) day period. A material failure of the Subgrantee to make reasonable progress toward completion of the Scope of Work without good cause and without providing the notice required by Section 4.09

constitutes a breach. At the County's option, the County may withhold payment of invoices during any period in which the Subgrantee is noncompliant with this Agreement. If the County finds that the Subgrantee's noncompliance is willful and unreasonable, the County may terminate or rescind this Agreement and require the Subgrantee to repay the grant funds in full or in a portion determined by the County, except that Subgrantee shall not be required to repay funds that the County has reviewed, approved, and distributed except as provided for in Sections 3.05 and 3.06.

**5.05 Effect of Scope of Work Closeout or Termination.** Subgrantee agrees that Scope of Work closeout or termination of this Agreement does not invalidate continuing obligations imposed on the Subgrantee by this Agreement. Project closeout or termination of this Agreement does not alter the County's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter the Subgrantee's obligation to return any funds due to the County as a result of later refunds, corrections, or other transactions.

## VI. CONTACT PERSONS; PROJECT MANAGER

**6.01 Contact Persons.** The authorized persons for receipt notices, reports, invoices, and approvals under this Agreement are the following:

### The County:

Name:	Ryan Arthur
Title:	Community Programs Coordinator
Mailing Address:	100 Third Street Castle Rock, Colorado 80104
Phone:	(303) 814-4326
Email:	<a href="mailto:transit@douglasco.gov">transit@douglasco.gov</a>

### The Subgrantee:

Name:	Debbi Haynie
Title:	Executive Director
Mailing Address:	2323 Woodlands Blvd., Castle Rock, CO 80104
Phone:	(720) 733-4488
Email:	<a href="mailto:dhaynie@CRgov.com">dhaynie@CRgov.com</a>

or such other person as may be designated in writing for itself by either party.

**6.02 County's Project Manager.** The County's Project Manager for purposes of administration of this Agreement is the person listed for the County in Section 6.01, or such other person as may be designated in writing by the County. However, nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on behalf of the County.

**6.03 Subgrantee Project Manager.** The Subgrantee's Project Manager for purposes of administration of this Agreement is the person listed for the Subgrantee in Section 6.01, or such person as may be designated in writing by the Subgrantee. However,

nothing in this Agreement will be deemed to authorize the Project Manager to execute amendments to this Agreement on the behalf of the Subgrantee unless otherwise noted.

**6.04 Notice.** Notice to any party under this Agreement shall be made in writing, addressed as set forth above, and shall be delivered personally during normal business hours, or by prepaid first-class U.S. mail, e-mail or such other method authorized in writing by the party's Project Manager. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. Email notices shall be effective upon receipt. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

## VII. GRANT PROPERTY

The title, acquisition, use, management, and disposition of all property acquired or construed with grant funds under this Agreement shall be governed by applicable federal law, rule, and guidance including, without limitation, the provisions of:

- ***Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R §§ 200.310-200.316, 1201.313, 1201.317.***
- ***Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions, FTA Circular 9070.1G***

The foregoing are incorporated by reference into this Agreement. Subgrantee acknowledges that the requirements in these Articles and throughout this Agreement are subject to change and agrees that the most recent of these requirements shall govern this Agreement at any particular time except to the extent that CDOT, the State of Colorado or the County determines in writing.

## VIII. GENERAL CONDITIONS

**8.01 Amendments.** The terms of this Agreement may be changed only by mutual agreement of both parties. Such changes shall be effective only upon the execution of written amendments signed by authorized officers of the parties to this Agreement.

**8.02 Assignment and Subgrants.** The Subgrantee shall not assign, subgrant, sublet, or transfer any Scope of Work activities without receiving express written consent of the County. Any attempt at assignment, sub-granting, subletting, or transferring without such consent shall be void. Any authorized assignment, subgrant, sublet, or transfer by the Subgrantee shall be subject to compliance with all terms and conditions of this Agreement including the FTA Master Agreement and Exhibits 1 and 2 hereto. Subgrantee shall be responsible for ensuring that any authorized assignee, Subgrantee, sublease, or transferee adheres to all terms and conditions of this Agreement.

**8.03 Liability.** The parties expressly agree that the County does not contractually waive any limitations on liability or other immunities or defenses available to it by statute or common law, or activities undertaken pursuant to this Agreement. The parties understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 120, or otherwise available to the County.

**8.04 Background Check.** If the County and its employees are required by law, regulation, or the terms of the FTA Master Agreement or Exhibit 2, including its exhibits, to pass a criminal background check, Subgrantee must likewise meet the requirement and such documentation must be provided to the County as a condition of this Agreement.

**8.05 Relationship of the Parties.** Nothing in this Agreement is intended or should be construed in any matter as creating or establishing the relationship of co-partners or a joint venture between the Subgrantee and the County. Subgrantee shall perform its duties hereunder as an independent contractor and not as an employee. **Subgrantee and its employees, volunteers and agents are not entitled to unemployment insurance or workers compensation benefits through the County and the County shall not pay for or otherwise provide such coverage for Subgrantee or any of its employees, volunteers, and agents. Subgrantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Subgrantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof thereof when requested by the County; and (iii) be solely responsible for its acts and those of its employees, volunteers and agents.**

**8.06 No Third-Party Beneficiaries.** Nothing in this Agreement is intended or should be construed as creating third party beneficiary rights against the County or Subgrantee, including but not limited to, Subgrantee's contractors or subcontractors.

**8.07 FTA Interest in Disputes; Notice Requirements.** FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Agreement including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise. If a current or prospective legal matter that may affect the Federal Government emerges, Subgrantee must promptly notify the FTA Chief Counsel, FTA Regional Counsel for the Region in which Subgrantee is located, and the County. Subgrantee must include a similar notification requirement in its subcontracts and must require each subcontractor to include an equivalent provision in its subcontracts at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in

the Grant or the Agreement, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

**8.08 Indemnification.** Subgrantee assumes liability for and agrees to defend, indemnify, and hold harmless the County and CDOT, as well as their officers, employees, agents, subcontractors, assignees, residents, and tax payers from and against all losses, damages, expenses, liability, claims, suits, or demands, including, without limitation, attorney's fees, arising out of, resulting from, or relating to the performance of this Agreement, including any aspect of performance of the Scope of Work, by the Subgrantee or its employees, agents, volunteers, contractors, subcontractors or assignees.

**8.09 Insurance.** Subgrantee shall comply with all insurance requirements set forth in Section 5 of the Agreement by and Between the Colorado Department of Transportation and Douglas County, Colorado, incorporated herein as Exhibit 2. The County, its elected officials and employees shall be named as an additional insured for Subgrantee's General and Automobile Liability policy. Subgrantee shall provide to the County certificates showing adequate insurance coverage as required in Section 10 of Exhibit 2 along with this signed Agreement.

**8.10 Acknowledgement.** Subgrantee shall appropriately acknowledge the grant assistance made by the County and CDOT under this Agreement in any promotional materials, reports, and publications relating to the Scope of Work, subject to the provisions of Section 8.17 set forth below.

**8.11 Assurances.** In addition to all other obligations contained herein, the Subgrantee agrees: (a) to perform its obligations under this Agreement with the highest standards of care, skill, and diligence in the industry, trades, or profession and as set forth in this Agreement, including but not limited to those set forth in Exhibit 2 hereto; (b) that it warrants it possesses and will maintain, at its sole expense, all necessary licenses, certifications, approvals, permits, and other authorization required by law to perform its obligations under this Agreement, including but not limited to all obligations set forth in Exhibit 2 hereto; (c) not to engage in any practices that would create or raise a conflict of interest with its performance under this Agreement; and (d) to comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Scope of Work hereunder or to Subgrantee as an employer.

**8.12 E-Verify Federal Contractor Rule Employment Eligibility Verification.** This Agreement specifically adopts and incorporates, as if fully set forth herein, Section 17(K) of Exhibit 2 hereto, entitled "Public Contracts for Services." If the Maximum Grant Amount for this Agreement is more than \$3,000, Subgrantee must also comply with the E-Verify Federal Contractor Rule explained in Section 17(K) of Exhibit 2 hereto, adopted and incorporated herein, which requires Subgrantee to use the E-Verify program to verify the employment eligibility of all employees assigned to the Agreement and all new hires.

**8.13 Jurisdiction, Venue, and Applicable Law.** Venue for all legal proceedings arising

out of this Agreement, or breach of this Agreement, shall be in state or federal court with competent jurisdiction in Douglas County, Colorado. All matters relating to the performance of this Agreement shall be controlled by and determined in accordance with the laws of the State of Colorado.

**8.14 Conflict.** Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

**8.15 Extension of Provisions.** All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Subgrantee, its heirs, legal representations, successors, and assigns.

**8.16 Complete Integration.** This Agreement represents the complete integration of all understandings between the parties and all prior representations and understandings, oral or written, are merged herein.

**8.17 Advertising, Marketing and Promotional Materials.** The Subgrantee shall not include any reference to this Agreement or services performed under this Agreement in any of Subgrantee's advertising or public relations materials without first obtaining the written approval of the County's Project Manager

## **IX. REPRESENTATIONS AND ASSURANCES.**

**9.01 Incorporation of Specific Federal Requirements.** Subgrantee understands and agrees that its receipt of CDOT 5310 Grant Funds is contingent and conditioned on its compliance with all applicable federal and state laws and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Agreement. Without limiting the foregoing, Subgrantee agrees to comply with all applicable laws set forth in Section 17(E) of Exhibit 2 hereto.

**9.02 Incorporation of CDOT Requirements.** The Subgrantee agrees to comply with all CDOT requirements of the Contractor set forth in Exhibit 2. By signing this Agreement, the Subgrantee certifies that it has received and reviewed Exhibit 2 hereto and all of its attached exhibits and agrees to comply with all provisions set forth therein.

**9.03 Assurance of Non-Discrimination on Basis of Disability.** The Subgrantee shall provide express written assurances that it will comply with Section 504 of the Rehabilitation Act of 1973 and that it will not discriminate on the basis of disability by executing the certification set forth in **Exhibit 3** hereto as a condition precedent to the issuance of any Grant Funds hereunder.

**9.04 Assurance Regarding Trafficking in Persons.** Subgrantee agrees that it and its employees that participate in the Agreement may not engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect, procure

a commercial sex act during the period of time that the Agreement is in effect, or use forced labor in the performance of the Agreement or Sub-Agreements thereunder.

**9.05 Nondiscrimination and DBE Assurances.** (A) Subgrantee and each subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26; (B) Subgrantee and each subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subcontracts; (C) Failure by Subgrantee or any subcontractor to carry out the requirements of this subparagraph is a material breach of this Agreement or any subcontract, as applicable; and (D) The following remedies, or such other remedy as CDOT and/or the County deem appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying Subgrantee or subcontractor from future bidding as non-responsible.

**9.06 Assurances Regarding 5310 Funding Conditions.** Subgrantee agrees to and assures it will comply with all Terms and Conditions for Section 5310 Funding set forth in Exhibit B of Exhibit 2 hereto (hereinafter referred to in its entirety as the “5310 Funding Conditions”), all of which are adopted and incorporated by reference as if fully set forth herein. Without limiting the foregoing, Subgrantee specifically represents and warrants that its assurances of compliance extend to:

- (a) All provisions, including all subparts, regarding trafficking in persons, set forth in subsection (c) in Article 1 of the 5310 Funding Conditions;
- (b) All provisions, including all subparts, regarding federal tax liability and recent felony convictions, set forth in subsection (d) in Article 1 of the 5310 Funding Conditions;
- (c) All provisions, including all subparts, regarding debarment and suspension, set forth in subsection (e) in Article 1 of the 5310 Funding Conditions;
- (d) All provisions, including all subparts, regarding access to records set forth in subsection (a) in Article 2 of the 5310 Funding Conditions;
- (e) All provisions regarding access to the sites of performance set forth in subsection (b) in Article 2 of the 5310 Funding Conditions;
- (f) All provisions, including all subparts, regarding nondiscrimination in federal public transportation programs, set forth in subsection (b) in Article 3 of the 5310 Funding Conditions;
- (g) All provisions, including all subparts, regarding nondiscrimination under Title VI of the Civil Rights Act, set forth in subsection (c) in Article 3 of the 5310 Funding Conditions;
- (h) All provisions, including all subparts, regarding equal employment opportunity, set forth in subsection (d) in Article 3 of the 5310 Funding Conditions;
- (i) All provisions, including all subparts, regarding disadvantaged business enterprise, set forth in subsection (e) in Article 3 of the 5310 Funding Conditions;

- (j) All provisions, including all subparts, regarding awards involving construction, set forth in subsection (b) in Article 4 of the 5310 Funding Conditions;
- (k) All provisions, including all subparts, regarding awards not involving construction, set forth in subsection (c) in Article 4 of the 5310 Funding Conditions;
- (l) All provisions, including all subparts, regarding awards involving commerce, set forth in subsection (d) in Article 4 of the 5310 Funding Conditions;
- (m) All provisions, including all subparts, regarding public transportation employee protective arrangements, set forth in subsection (e) in Article 4 of the 5310 Funding Conditions;
- (n) All provisions regarding general compliance with environmental and resource use laws, set forth in subsection (a) in Article 5 of the 5310 Funding Conditions;
- (o) All provisions, including all subparts, regarding the National Environmental Policy Act, set forth in subsection (b) in Article 5 of the 5310 Funding Conditions;
- (p) All provisions, including all subparts, regarding environmental justice, set forth in subsection (c) in Article 5 of the 5310 Funding Conditions;
- (q) All provisions regarding other environmental federal laws, set forth in subsection (d) in Article 5 of the 5310 Funding Conditions;
- (r) All provisions regarding use of certain public lands, set forth in subsection (e) in Article 5 of the 5310 Funding Conditions;
- (s) All provisions, including all subsections, regarding charter service and motor carrier safety, set forth in Article 7 of the 5310 Funding Conditions; and
- (t) All provisions, including all subparts, regarding the special provision for promoting Covid-19 safety and compliance with the CDC Mask Order, set forth in subsection (f) in Article 9 of the 5310 Funding Conditions.

**9.07 Representations Regarding Debarment, Suspension.** By signing this Agreement, Subgrantee represents and warrants that its organization and its principals and employees are not suspended or debarred from receiving federal funds and there are no pending proceedings for suspension or debarment. Further, Subgrantee represents and warrants that it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” Subgrantee agrees to, and will include a similar provision in each lower tier subcontract ensuring that each lower tier subcontractor will: (i) comply with federal debarment and suspension requirements; and (ii) review the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

**9.08 Assurance Regarding Tax Liability and Felony Convictions.** Subgrantee hereby agrees and certifies it has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed,

and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. Subgrantee further agrees and certifies that it was not convicted of a felony criminal violation under any Federal law within the preceding 24 months.

**9.09 Effect of Erroneous Assurance, Certification or Representation.** The assurances, certifications and representations contained in this Article IX are each material representations of fact upon which the County relies in entering this Agreement. If it is later determined that Subgrantee knowingly rendered an erroneous assurance, certification, or representation, in addition to other remedies available to the federal government, CDOT and/or the County may pursue available remedies, including suspension and/or debarment. Subgrantee shall provide to the County immediate written notice if at any time Subgrantee learns that any of its assurances, certifications or representations were erroneous when submitted or have become erroneous by reason of changed circumstances.

**9.10 No Federal Obligation.** This grant is financed by state and/or federal funds administered by CDOT. However, payments to the Subgrantee will be made by the County. Neither the United States, nor the State of Colorado is party to this Agreement. No reference in this Agreement to any representative of the State or federal government makes the United States or the State of Colorado a party to this Agreement. The Subgrantee shall include this clause in any contracts or agreements under this Agreement.

**In witness whereof**, the parties have caused this Agreement to be executed by their duly authorized officers on the dates set forth below. This Agreement is effective upon final execution by both parties.

\_\_\_\_\_  
**George Teal**  
**Chair, Board of County Commissioners**

**Date:** \_\_\_\_\_

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**Doug J. DeBord**  
**County Manager**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Jennifer L. Eby**  
**Director of Community Services**

**Date:** \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
**Arielle Denis**  
**Assistant County Attorney**

**Date:** \_\_\_\_\_

**APPROVED AS TO FISCAL CONTENT:**

\_\_\_\_\_  
**Christie Guthrie**  
**Assistant Director of Finance**

**Date:** \_\_\_\_\_

**APPROVED AS TO RISK MANAGEMENT:**

\_\_\_\_\_  
**Megan Datwyler**  
**County Risk Manager**

**Date:** \_\_\_\_\_



**EXHIBIT 1—SCOPE OF WORK AND CONDITIONS  
 CASTLE ROCK SENIOR ACTIVITY CENTER (“Subgrantee”), CDOT 5310 Grant Program –  
 Douglas County Transit Services**

<b>Period of Performance</b>	January 1, 2026 – December 31, 2026
<b>Title of Project</b>	2026 CDOT FTA 5310 CRSAC Transit Services
<b>Project Description</b>	Provision of Contracted Transportation Service: for Enhanced Mobility of Seniors and Individual with Disabilities
<b>Federal Awarding Agency</b>	Federal Transit Administration (FTA)
<b>CFDA Number</b>	20.513

**A. Program Description**

Douglas County transportation services provide transportation services for seniors and persons with disabilities who need access to transportation. Douglas County’s Project Manager will serve as the administrator of this program. Through this program, Douglas County will coordinate transit, advocate for improved services in the urban and rural areas and provide information and referral services. It will also work with other jurisdictions to expand regional transit services.

**B. Project Description**

This project accomplishes goals toward improving transportation in Douglas County through better coordination of current services available and an increase in transportation opportunities.

Subgrantee will provide transit services for aging and disabled residents through on-demand transportation. Goals will be to enhance access to health care, education, employment, public services, recreation, social transactions, and other basic needs. Improvements will also work towards encouraging mobility management, employment-related transportation alternatives, joint development practices, and transit-oriented development.

**C. Project Budget**

1. The twelve-month (12) net cost for this project is estimated to be and will be allocated as follows:

<b>Net Project Costs (January 1, 2026 – December 31, 2026):</b>	<b>\$111,000</b>
<b>Estimated Number of One-Way Trips to be Performed:</b>	<b>3,000</b>

2. Project costs must not exceed the Maximum Grant Amount of **\$111,000**.
3. Subgrantee is solely responsible for all costs this project incurs above the amount Douglas County reimburses Subgrantee from CDOT funds for eligible, actual costs. If the final, actual project cost is less than the Maximum Grant Amount of **\$111,000 for transportation trips**, the County is not obligated to provide any more of the eligible, actual operational costs.
4. Funds from this grant for transportation trips will pay for on-demand transportation services (e.g., mileage reimbursement, training, background and motor vehicle checks,

and other miscellaneous expenses) for persons with various accessibility needs. Subgrantee provides these services.

5. Subgrantee is responsible for providing monthly reporting on trips provided to qualified Douglas County residents under the guidelines of this project. Monthly reports are due to Douglas County **no later than the 5<sup>th</sup> day of each month**. If either day falls on a weekend or holiday, the monthly report will be due on the next business day.

**D. Reimbursement Eligibility**

1. Subgrantee shall submit monthly reimbursement requests, including all related documentation to Douglas County. Requests must be within the limits of Sections C, E and F of this Exhibit 1.
2. Transportation services reimbursements will be based upon eligible trips at the agreed upon rate of \$37.00 per one-way trip, minus donations as reported by the Subgrantee each month.

**E. Project Performance**

1. Subgrantee is responsible for tracking and reporting the number of total passengers and other users of these services.
2. If there is more than a ten percent deviation from the numbers listed below, an explanation for the deviation is required on the monthly progress report(s). Subgrantee should evaluate and report on the progress and change over time.

<b>One-Way Trip Timeframe:</b>	January 1, 2026 – December 31, 2026
<b>Approximate Trips to be Provided:</b>	3,000

3. As a performance standard, the Federal Transit Administration requires that increases or enhancements related to geographic coverage, service quality, and/or service times that will affect the availability of transportation services because of this proposed project be identified. With this project, Douglas County will enhance current transit services by providing more trips. This funding will enable more seniors and persons with disabilities to utilize transportation services provided by Subgrantee.

**F. Project Service Area**

Service recipients are restricted to those who travel to and from the FTA designated Castle Rock Small Urbanized Area (Castle Rock SUZA). Travel to areas outside the Castle Rock SUZA is allowable as long as one leg of the trip begins or ends within the SUZA.

**G. Data Reporting, Sharing and Confidentiality**

1. The County will provide to the Subgrantee access to its EmpowOR data system, through which the Subgrantee shall capture and report data for all services provided under this Subgrantee Agreement. For transportation services, the Subgrantee shall record and report: (i) participant information; (ii) Household information; (iii) Program data; (iv) Service records; and (v) Funding and expenditure records. Be sure to include trip counts, trip costs, demographic information, information from surveys, narrative program questions and Douglas County approved copies of marketing materials related to the grant program with your monthly reporting.
2. The County and Subgrantee agree that sharing client data is necessary to meet client needs. Accordingly, the County and the Subgrantee agree that client data may be

shared between the parties, provided, however, that each party shall protect confidential client information as required by state and federal law and this Subgrantee Agreement. Prior to sharing any client information, the Subgrantee shall obtain an Authorization for Release of Information (“ROI”), in the form included as **Exhibit 4** to this Agreement, or as otherwise approved in writing by the County’s Project Manager, executed by the client which allows the Subgrantee to share the client’s information with the County and any other Subgrantees specified in the ROI form.

3. The Subgrantee must comply with all obligations of a “Third-Party Service Provider” as defined in C.R.S. § 24-73-103(1)(i), including all applicable provisions of HB 18-1128 regarding “Personal Identifying Information” as defined in C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b) and to “Personal Information” as defined in C.R.S. § 24-73-103(1)(g). Personal Identifying Information and Personal Information are referred to collectively herein as “Personal Data.” Compliance shall include, without limitation:
  - i. Adopting and enforcing a written policy governing the destruction of electronic and paper documents containing Personal Data. The written policy must, as a minimum, require that when electronic or paper documents containing Personal Data are no longer needed, such documents will be destroyed by shredding, erasing or otherwise modifying the Personal Data so as to make it unreadable or indecipherable through any means’
  - ii. Implementing and maintaining reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure or destruction. Such procedures must be appropriate in light of the nature and size of the partner’s business and operations;
  - iii. Providing immediate written notification to the County’s Project Manager [transit@douglas.co.us](mailto:transit@douglas.co.us), in the event the partner becomes aware that an unauthorized acquisition of Personal Data compromising the security, confidentiality or integrity of the Personal Data (hereinafter, a “Security Breach”) has or may have occurred. The partner shall promptly and in good faith conduct an investigation to determine the likelihood that Personal Data has been or will be misused and shall coordinate with and promptly report the results of such investigations to the County’s Project Manager [transit@douglas.co.us](mailto:transit@douglas.co.us), as requested;
  - iv. Providing prompt written notification to affected Colorado residents, but in no event later than thirty (30) days after the date of determination that a Security Breach occurred, in accordance with the provisions of House Bill 18-1128; and
  - v. To the extent applicable, requiring any third-party service providers, as defined in C.R.S. § 6-1-716(i) and C.R.S. § 24-73-103, to implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Data disclosed to the third-party service provider and reasonably designed to help protect the Personal Data from unauthorized access, use, modification, disclosure or destruction.
  
4. In order to help protect client Personal Data from unauthorized access, use, modification, disclosure or destruction, the Subgrantee shall: (i) have and enforce a written policy outlining how Personal Data will be collected, maintained, and protected from inadvertent release; (ii) require and provide training on the protection of Personal Data to anyone with access to client Personal Data and/or the County’s EmpowOR data system, including but not limited to employees and volunteers; (iii) require anyone with access to Personal Data and/or the County’s EmpowOR data system to execute an acknowledgement, in the form included as **Exhibit 5** or as otherwise approved in writing

by the County's Project Manager, of their obligation to maintain the confidentiality of client Personal Data; and (iv) maintain a secure environment that ensures the confidentiality of Personal Data. Attached as **Exhibit 6** are recommendations for best practices to implement and maintain reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure, or destruction.

5. The County and the Subgrantee may maintain a copy of all data obtained in the course of providing any services under this Subgrantee Agreement.

#### **H. Objectives and Milestones**

To the extent possible and practicable, provide details and information, data, explanations, descriptions, copies and sample documents of milestone activities.

<b>Begin services within 30 days of receiving an executed Agreement.</b>
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<b>Provide an average of 250 trips per month from January 1, 2026 – December 31, 2026.</b>
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#### **I. Special Conditions**

1. Subgrantee must obtain County and CDOT approval if CDOT 5310 Grant Funds are intended to be used for payment of a lease or for any third-party contracts.
2. Subgrantee may not seek reimbursement for any billable work under this Agreement until the Agreement is fully executed.
3. Subgrantee must maintain safety records, if applicable. These records must be submitted to the County or CDOT if the County or CDOT requests them. The records may include the number of vehicle accidents within certain time frames as requested by the County or CDOT, the number and extent of passenger injuries and claims, and the number and extent of employee accidents, injuries, and incidents.
4. Subgrantee must demonstrate a good faith effort to provide, and certify as applicable, safety-related training for drivers and other appropriate personnel.

**EXHIBIT 2 – CDOT 5310 Agreement 26-HTR-ZL-00127 WITH DOUGLAS COUNTY**



**EXHIBIT 4 – DOUGLAS COUNTY COMMUNITY SERVICES OF CARE AUTHORIZATION  
FOR RELEASE OF INFORMATION**

## Authorization for Release of Information to DOUGLAS COUNTY

**Applicant Name (printed):** \_\_\_\_\_

In an effort to better serve applicants requesting our services, we are requesting your consent to disclose certain information you provide to us, which may include personally identifying information or protected health information. Your consent to the disclosure and use of any such protected information is voluntary, and you are not required to consent to the use or disclosure of such information. If you choose not to consent to the disclosure and use of your information, you may still be eligible for certain services but Douglas County may not be able to provide grant funds to assist you in paying for those services.

### What Disclosure You Are Authorizing

Federal and/or state law may prohibit the disclosure of protected information you have provided absent express written consent. By signing this Authorization for Release of Information, you are providing express written consent to the disclosure of your information as described in this form.

By signing this form, you consent to the disclosure of your information to Douglas County and any agencies to whom Douglas County is obligated to provide such information for purposes of reporting activity to funding agencies. You agree to the release of information such as name; date of birth; partial social security number; address and contact information; gender; income; prescription history; and the fact of certain medical and/or mental health conditions. We DO NOT track or disclose information regarding your HIV or STD status or patient records regarding substance use.

### Important Information About Your Consent

Please be aware that the information disclosed based on this authorization may be redisclosed by a recipient and no longer protected by federal or state privacy laws. Not all persons or entities are required to comply with these laws. By signing this form, you release Douglas County from any, and all, liability arising out of or related to the disclosure of information permitted in this form.

### Termination of Consent

This consent may be terminated at any time by providing written notice to **[insert agency name]** by email at **[insert agency email address]** or by delivering a written termination of consent to **[insert agency address]**. This consent will automatically expire 90 days after assistance or services cease if consent was not previously terminated. Upon receipt of a written termination or expiration of this consent, information may continue to be used and disclosed only to the extent required for reporting purposes for any previously administered services for up to \_\_\_\_\_ days.

**Acknowledgment: By signing this form, I acknowledge that I have read this form and voluntarily agree to its terms.**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Name of agency collecting this Authorization:**

\_\_\_\_\_

**EXHIBIT 5 – DOUGLAS COUNTY COMMUNITY SERVICES SYSTEM OF CARE USER  
CONFIDENTIALITY AGREEMENT**

**DOUGLAS COUNTY COMMUNITY SERVICES SYSTEM OF  
CARE  
User Confidentiality Agreement**

In an effort to hold a high standard of data stewardship, I, the undersigned user of the Douglas County Community Services System of Care Data System, herein referred to as “the System,” acknowledge that I have been informed and am aware of the confidential nature of the information provided and accessible to me through my use of the System.

I am advised and aware that:

1. Any information received directly from a resident, though a reports and/or stored record shall be confidential.
2. Information may only be shared with an agency, organization or individual for whom consent has been obtained through a signed Authorization for Release of Information by the resident.
3. Nothing in this agreement shall prevent me from commenting publicly about general trends, concerns or aggregate de-identifiable data.
4. Exceptions to this confidentiality agreement will be made as required by state law as it pertains to the mandatory reporting of abuse and neglect of children and at-risk adults.
5. Douglas County will not indemnify me, defend me, or contribute financially to my defense should civil or criminal claims be made against me if I choose to speak publicly concerning information obtained through the System.
6. Any breach of this agreement, including the unauthorized release of confidential information, may be punishable by law, subject me to discipline by my employer and/or result in my removal from future participation in the System.

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Agency

**EXHIBIT 6 – RECOMMENDED PRACTICES FOR PROTECTING PERSONAL DATA**

## Security Best Practices

The Douglas County Cyber Security Team advises all users of the System to practice the following procedures to the best of their organization's ability.

### Personal

- Only authorized users will be permitted access to the Douglas County Community Services System (System).
- All authorized users will be required to sign a confidentiality agreement.
- No data accessed from the System will be shared with non-authorized personnel, including physical copies.
- Keep aware of new cyber security threats and devise education and training to defend against them.
- Be wary and report any attempts to gather data by non-authorized parties, either through social engineering, phishing emails, or other means, to Community Services program staff contact.
- Report any additional incidents to Douglas County program staff.

### Technical

- Computers and other devices used to access the System at the agency or by the agency authorized users will have anti-virus and/or advanced malware detection which is run at regular intervals.
- Keep all systems up-to-date with current software patching (Windows Updates, application patches, appliance firmware, drivers, etc).
- Do not save any sensitive, private, or personal data locally outside of the application.
- Control physical access to computers that have authorized access to the System.
- Never share a password with any person or save a password locally; and if a password needs reset, the user will contact the designated Douglas County employee for assistance.

### Roles and Access

Each organization should create an internal policy that defines what personnel roles will have access to the System, who participates in those roles and periodically audit these roles.

### Incident Reporting

In the event of an incident, all relevant information must be relayed as early as possible to the Douglas County Department of Community Development. Douglas County has an obligation to report data breaches within a statutory deadline.

The following are examples (but not an exhaustive list) of incidents:

- Unauthorized user accesses the system
- Computer that accesses constituent data is compromised by ransomware or virus
- Repeated phishing attempts at authorized personnel
- Social engineering or impersonation attempt to gain access to the system
- Unknown external media (usb, etc) is used on computers that accesses the System
- Computer previously used to access the system is removed through theft or unknown loss
- Unknown performance problems on any computer used to access the System

Partners should feel confident to contact [CRSgrants@douglas.co.us](mailto:CRSgrants@douglas.co.us) to leverage Douglas County cyber security professional expertise in the identification of potential incidents are other educational correspondence.