

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “this Agreement”) is entered into this 25th day of June, 2024, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, Colorado (“Douglas”), and the **BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY**, Colorado (“Arapahoe”). Both Counties hereinafter 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 Agreement with one another to provide any function or service lawfully authorized to each of them; and

WHEREAS, Arapahoe and Douglas Counties, in their capacity as a County Human Services Agency, is responsible for the administration of various human services programs including the Federal SNAP (Supplemental Nutrition Assistance Program) and a component of SNAP is the provision of employment services (Employment First) to certain participants; and

WHEREAS, Arapahoe/Douglas Workforce Board has designated the Arapahoe/Douglas Workforce Center as the one-stop for the federally designated regions of Arapahoe County and Douglas County; and

WHEREAS, Arapahoe, through its Arapahoe/Douglas Works Division (“ADW”) of the Arapahoe County Community Resources Department, provides training, counseling, assessment and job referral services for individuals seeking employment, including SNAP recipients; 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:

1. ADW will provide Employment First case management services for Douglas Employment First program participants referred to ADW by Douglas County Human Services as more particularly described in the Scope of Work attached hereto as “Exhibit A” and incorporated herein.
2. The term of this IGA shall be from July 1, 2024 through September 30, 2025, unless sooner terminated or otherwise extended.
3. Douglas agrees to pay Arapahoe as follows: 1) Employment First Case Management = prevailing Colorado Department of Human Services Information Memo for Employment First county allocations, as long as the Douglas County share does not exceed \$53,610.00. Arapahoe shall invoice Douglas on a monthly basis for services provided. Douglas

shall pay said invoice within 30 days of receipt. All expenditures are subject to appropriation of funds. Douglas County may terminate without penalty by providing thirty (30) days' written notice to Arapahoe.

4. Facility fees will be waived for Arapahoe County under this Agreement.

5. The Director of Douglas County Human Services is designated as the authorized representative of Douglas for the purpose of administering, coordinating and approving work performed pursuant to this Agreement.

6. Arapahoe agrees that no official, officer or employee of Arapahoe County shall have any personal or beneficial interest in the services described herein.

7. To the extent authorized by law, Arapahoe shall defend, indemnify, and hold harmless Douglas County, its elected officials, officers, directors and employees from any and all claims, demands, suits, actions or proceedings arising from or resulting from services provided by Arapahoe in relation to this IGA. To the extent authorized by law, Douglas shall defend, indemnify, and hold harmless Arapahoe County, its elected officials, officers, directors and employees from any and all claims, demands, suits, actions or proceedings arising from or resulting from the actions of Douglas in relation to this IGA.

8. Arapahoe and Douglas 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.

9. In connection with the services provided pursuant to this Agreement, Arapahoe shall not discriminate against any Douglas Employment First participant because of race, creed, color, national origin, religion, sex, mental or physical disability, or age.

10. All records remain the property of the Douglas County Department of Human Services. Documents, data compilations, and other client-based information prepared and maintained by Arapahoe in connection with this Agreement shall be confidential. Documents shall not be made available by Arapahoe to any individual or entity without the consent of the Douglas County Representative. Confidential files must be maintained in a secure environment that ensures confidentiality. Arapahoe will notify Douglas immediately of any breaches of security or confidentiality as they pertain to client data. Arapahoe agrees that, upon request of Douglas, at any time during the term of this Agreement, or four (4) years thereafter, it will make full disclosure to Douglas and make available for inspection and audit upon request Douglas, all of its records associated with work performed under this Agreement for the purpose of making an audit, examination or excerpts. Under this item, records refer to the support documentation for expenses invoiced to Douglas and paid to Arapahoe. Arapahoe will retain any and all records, beyond the terms outlined above in this recital, as identified in a "litigation hold" notice provided by Douglas until receipt of a release from said hold.

11. The Parties shall have the right to terminate this IGA, without cause, by giving not less than thirty days' written notice to the other party of such termination and specifying the effective date of such termination. Arapahoe shall be entitled to receive compensation in

accordance with this Agreement for services completed pursuant to this Agreement prior to the date of receipt of the notice of termination or such other stop-work date as may be specified in said notice.

Notices to be provided under this IGA shall be given in writing and either delivered personally during normal business hours to the appropriate office below, or by prepaid first-class U.S. mail, e-mail, or other method authorized in writing by the Authorized Representative.

To Douglas: Daniel Makelky, Director
dmakelky@douglas.co.us
Douglas County Human Services
4400 Castleton Court
Castle Rock, CO 80109
Telephone: (303) 814-5395
Facsimile: (877) 285-8988

With a Copy to: Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
Phone: 303-660-7414

With a Copy to: Erin Johnson
Department of Human Services
4400 Castleton Court
Castle Rock, CO 80109
Ejohnsol@douglas.co.us
Phone: (303) 814-5359

To Arapahoe: Katherine Smith, Director of Community Resources
ksmith@arapahoe.gov
Arapahoe County Plaza
#690 W. Littleton Blvd
Littleton, CO 80120

With a Copy to: Arapahoe County Attorney
5334 S. Prince Street
Littleton, CO 80120

14. Pursuant to CRS 29-1-110, the financial obligations of Douglas as set forth herein after the current fiscal year are contingent upon funds for the purpose being budgeted, appropriated and otherwise available.

15. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the activities conducted under this Agreement by Arapahoe shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado.

16. **WORKERS WITHOUT AUTHORIZATION:** Arapahoe shall not knowingly employ or contract with a worker without authorization (a non-legal resident of the United States) to provide services under this Agreement, and shall follow their established policies and procedures to verify the worker's lawful employment eligibility.

17. **SEVERABILITY:** In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Agreement, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

18. **NO THIRD PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

19. **CONFLICT OF INTEREST:** Parties agree that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of County. Specifically, Contractor will notify Authorized Representative (or that person's designee) if anyone performing services outlined in Exhibit A: 1) is a past or current Human Services client, or 2) is related to or a close acquaintance of a past or current Human Services client. Providing services when a known or potential client conflict exists without previously informing the Authorized Representative and receiving approval, may be deemed BREACH OF AGREEMENT.

20. **BREACH OF AGREEMENT:** Failure to perform according to the specifications of this Agreement will be considered a breach of Agreement and may be subjected to any or all of the following: legal action, termination of Agreement, any additional applicable legal remedies available to the County, and/or reimbursement to the County for costs associated with the breach of Agreement. Arapahoe's liability is limited to the amount of any sanction(s) or penalty(ies) incurred by Douglas County as a result of an audit or review, no matter when the audit occurs, based upon Arapahoe's failure to take any timely and proper required action in compliance with program requirements and/or this Agreement. Reimbursement is due and owing even if for some reason no subsequent payment exists.

(Remainder of Page Intentionally Blank)

Exhibit A
GENERAL SCOPE OF SERVICES

Contractor agrees to provide service(s) outlined herein. Services provided outside of this Exhibit will be deemed gratuitous and are subject to non-payment at the Department of Human Services' (Department) discretion.

I. The Contractor shall:

A. Conducting Business

- a. Retain confidentiality of all client information. This includes all verbal, written, and electronic communication, and all service delivery information. Unless prior written approval is provided, the Contractor may not release any information about the program and its applicants.
- b. Be able to proceed with the following staff identification and assignment process:
 - i. Complete whatever requirements are needed internal to Contractor's own organization.
 - ii. Allow Douglas County staff to meet with the candidate(s). If potential staff assignment is acceptable to both Contractor and Douglas, make an offer or assignment change contingent upon successful completion of Douglas County's: a) drug test, b) fingerprint background check, and c) Department review of Trails (Colorado's child welfare computer system) and CAPS (Colorado's adult protection computer system). (See Attachment A1.)
 - iv. Results of each item listed in A. c. ii. above will be reviewed by Douglas who will solely decide if the staff assignment is ultimately appropriate.
 - v. Note that staff may not begin any casework or receive any user IDs/temporary passwords for any system access until the County approval per A. c. iv. above is done.
- c. Contractor will notify the Department if/when any traffic or criminal charges occur that could impact assigned staff's fitness or ability to execute the work assigned in this Contract, or that violate a law, e.g., Adam Walsh Act, or program requirement.
- d. All client (or provider/third party, if applicable) paperwork, records and data must be stored on the County's network or ingested in the County's electronic content management (ECM) system(s) no later than within three (5) business days of receipt. County will provide training as needed for the ECM system(s).
- e. Utilize the Human Services Client and Reporting Enterprise System (HSCARES) for referencing programs with which a client is already associated.
- f. All client data must be sent via secure County email or secure file transfer (even to clients themselves). If client data must be transferred via a portable drive, facsimile, CD or some other means, that must be approved by the Department in advance. Documents may be mailed to clients or their Authorized Representative via US mail or a third party mail delivery company without prior approval. Client communication may be sent via text message following County approval or using County issued devices or tools. Contractor staff will timely follow-up with all system or computer access issues or needs by contacting

DHSsecurity@douglas.co.us or Douglas County Support Desk. Contractor shall notify the Department immediately: 1) if an employee accesses any County, State or third party system or record for personal use or gain, or without any business need, and 2) when the individual no longer has authorization to access any State, County or third party systems. County reserves the right to end access to any or all State, County or third party system for inappropriate or unauthorized use which would result in the individual no longer being able to work under this contract.

- g. The County will provide Contractor staff who perform any client related work with a Douglas County email address that shall be used with clients, providers, State program staff and any third party when client data is being discussed, reviewed, shared or transmitted. This Douglas County email will also allow for the Contractor to use the County's secure email feature and secure file transfer tool.
- h. The Contractor will use the County's email and network for all client related work. If Contractor is not in a County building, Contractor will be set-up with the needed access to the Douglas virtual private network (VPN) and/or virtual desktop infrastructure (VDI) connection.
- i. Maintain hours of operation that correspond to the Department's, i.e., Monday through Friday 8 a.m. to 5 p.m. Contract management will respond to emails or phone calls from the Department on Fridays, in the event of an emergency. Reasonable holiday, emergency, and weather closures are permitted. Contractor will be available during hours of operation to answer client questions, and address concerns. Return customer calls and emails within 48 clock hours excluding weekends, holidays, or closures.
- j. Cooperate with community partners, providers and County staff as reasonable and appropriate to achieve program requirements and quality customer service.
- k. Be able to timely recruit and place staff in Douglas County offices so as to avoid delays in work and not impact customer service. Provide appropriately skilled supervision of staff and appropriate overall management.
- l. Notify the County in writing of any change in the persons authorized to bind the Contract.
- m. Not subcontract this work to any other entity.
- n. Attend program oversight meetings throughout the course of any resulting contract. Meeting frequency will be determined by the County Program Manager, or at Contractor request.
- o. Not speak with any member of the media without express consent by a County Commissioner, County Manager, Deputy County Manager, or Human Services Director. Not present to any entity that Contractor makes policy or funding decisions on behalf of the County or Department. Contractor shall not engage in any form of lobbying on behalf of the County. The Contractor may be asked to join a Department staff member at a meeting/conference, or to attend on the Department's behalf. However, the Contractor may not vote on behalf of the County, commit County resources, or otherwise obligate the County. The Contractor may not use the County's logo on any materials unless approved in writing by the County.

- p. Consistently collect client feedback and provide the results to the Department on at least an annual basis. The Department may provide a survey and/or data collection tool.
- q. Contractor will only use forms, templates, releases and other case related materials approved in advance by the Department. All vendor forms will be included in the written operating procedures mentioned in B. e. below. Any requests for new forms, or modifications to existing forms must be approved in advance in writing by the Program Manager.
- r. Contractor will stay apprised of all pertinent changes in the program including, but not limited to, changes in applicable law or regulations; changes in the eligibility requirements; changes in computer system requirements; and changes in data collection requirements.

B. Compliance with Laws, Rules and Policies

- a. Immediately report suspected child and adult abuse, neglect and exploitation.
- b. Abide by all applicable Federal, e.g., HIPAA and Adam Walsh Act; State laws, rules, and regulations; and Douglas County program policies and procedures. Comply with Douglas County and/or Department required training, including but that may not be limited to: 1) civil rights, 2) ethics, 3) mandatory reporter, 4) fraud identification and prevention, 5) building safety and security (for staff working in any Douglas County building), 6) cyber and data security, and 7) any Douglas, State or Federal training to obtain system and/or building access, e.g., CJIS. The Contractor is responsible for ensuring their staff timely and adequately complete all training outlined in the Contract. Incomplete or untimely training will result in that individual's access being suspended, and no work outlined in the Contract can be performed by this person or submitted for reimbursement unless or until the required training is done.
- c. Ensure staff are appropriately trained on: 1) laws, rules, regulations and policies, 2) authorized access and use of the required State, County, and third party computer system.
- d. Develop detailed written operating procedures and present these to the Department for review and approval. These should include items such as processing expectations, case reviews, and confidentiality. The operating procedures and related administrative functions must be approved by the County and be in place within 15 calendar days from the start date of the Contract.
- e. Contact the Department's Program Integrity Unit with any questions regarding possible or known client or provider fraud or abuse, and complete fraud referrals as appropriate.
- f. Provide Douglas a copy of Arapahoe's Single Audit annually.

C. Case Management

- a. Complete all data entry, including case comments, into the Colorado Benefits Management System (CBMS) within 5 business days.
- b. Emails and text messages do not have to be transferred into a CBMS case comment or ingested into the County's ECM system(s) if they are part of a general case interaction and are captured generally in a status CBMS case comment. However, 1) for all emails or texts in which a civil rights allegation is

made, the Contractor will contact the Department immediately to determine how these communications will be addressed. If emails and text messages are expected to be saved into the Department's ECM system(s), it will be done in 5 business days.

- c. Contractor's supervisory and line staff must be able to timely complete all State required CBMS training, remain current with all CBMS changes, and correctly use the system.
- d. Conduct client orientations to familiarize recipients with the rules, regulations, expectations, services and supports in the Employment First program. Be available to clients to answer questions, address case concerns, provide information and referrals, accept written documentation and provide excellent customer service.
- e. Provide case management, crisis intervention, information and referral services for all clients as appropriate.
- f. Once a referral is made, Contractor will conduct an initial assessment, as well as ongoing assessments as needed, to determine client strengths and barriers to self-sufficiency. These assessments may vary in form or format based on State source system design or program requirements. Assessments will lead Contractor to develop appropriate, individualized service plans to include referrals to community partners, supportive services and a current, measurable Individual Plans. Individual Plans will be completed at the initial meeting between the contractor and their client. It is recommended that this meeting occur within fifteen (15) days from the date that the assessment was completed but must occur no later than the thirtieth day following the date the assessment was completed.
- g. Develop Individual Plans, as required, that are client-centered, realistic, specific, measurable and address specific barriers disclosed at assessment. Individual Plans are entered into the Colorado Benefits Management System (CBMS).
- h. Encourage and promote clients' ability to successfully meet Individual Plan terms and conditions to ensure continuation of benefits and successful completion of the Colorado Works program. Assist all clients in addressing and overcoming barriers to self-sufficiency.
- i. Promptly communicate any compliance concerns with eligibility workers and/or referral source so as to assist client is resolving such issues and encouraging appropriate conflict resolution strategies.
- j. Establish meeting times with clients on a weekly, semi-monthly, monthly or other frequency adequate to meet the severity of self-sufficiency barriers, client needs and level of support needed from the Department to help clients overcome barriers.
- k. Collaborate to provide integrated services between other units such as Eligibility (Food Assistance, Medicaid, Low-Income Energy Assistance, and Child Care), Child Welfare, Child Support Enforcement, and other community partners providing client services. Communicate with Department staff to avoid any disruption in benefits that may occur. Coordinate with the Department and clients to ensure all necessary paperwork is turned in timely so as to ensure benefits can be issued timely.
- l. Maintain open lines of communication and coordinate treatment planning with other agencies. Advocate on client's behalf to ensure appropriate services with

community partners are put in place when authorization to release information has been signed by client.

- m. Complete referrals on behalf of clients needing additional assistance from the Department, as well as referrals to community partners in order to connect families in need with appropriate services and supports. Manage resources including supportive service payments and arranging for services that lead to client self-sufficiency within specified time frames.
- n. Attend program oversight and contract monitoring meetings. Program oversight meetings may include discussion of: 1) progress toward achieving outcomes, 2) caseload volume and statistical data, 3) customer service concerns, 4) case audits, and overall status of the program. Contract monitoring meetings may include a discussion of any element the executed contract, e.g., timeliness or accuracy of invoices, ongoing performance compared to performance measures outlined, turnover, and are not intended to address case specific issues.
- o. Ensure that all client cases follow Fair Labor Standards Act (FLSA) regulations, and that the Contractor accurately determines and enters calculations and payments.
- p. Notify Department immediately of any potential client appeals, consumer complaints, contractor employee issues related to the contract, and/or claims of discrimination. Prepare written documentation, statistical reports and/or other materials needed for a Department review and/or Administrative Court review. Support the County and Department in any dispute resolution process that may occur.

D. Work Locations, Facilities and Space

- a. Contractor location(s) must have reasonable accommodations in place and maintain adequate space, staff and operations throughout the Contract that maintain client confidentiality. This includes but is not limited to adequate technological infrastructure and the ability to obtain computer system access to the Colorado Department of Human Services (CDHS) portal, Douglas County network and electronic content management (ECM) system(s), and any other needed third-party systems, and be able to support its own infrastructure.

E. Staffing Requirements

- a. Staff will be dedicated to this project at the time the contract is initiated, and coverage must be provided for these services without regard to staff turnover. Contractor will recruit and train staff as needed within a reasonable timeframe.

II. The Department of Human Services shall:

- a. Provide the Contractor with access to the State, County and third-party computer systems as necessary.
- b. Be able to request that a specific individual be removed from working on Douglas County cases should their performance or customer service warrant it; in the event of a conflict of interest; for misuse of any client data or misuse of system access; or breach of client confidentiality or data.

- c. Manage all civil rights complaints.
- d. Monitor the Contractor's performance which includes, but may not be limited to:
 - i. customer service with both clients and other stakeholders,
 - ii. evaluation of complaints and resolution,
 - iii. review of billing processes and determination of allowable of expenses,
 - iv. review overall contract compliance, and
 - v. review of case work as deemed necessary.

(Remainder of Page Intentionally Blank)

Exhibit B

REQUIREMENTS FOR EMPLOYMENT FIRST SERVICES

Arapahoe will provide client and provider services related to the Employment First program. Client services are predominantly employment development case management in nature, and provider services are predominantly related to employer site development and site assignment. In this Exhibit “Department” refers to the Douglas County Department of Human Services.

A. Employment First Eligibility

- a. The Department will determine SNAP eligibility and forward Employment First referrals to ADW.

B. Case Manager Services

- a. Develop and provide all of the following for new and ongoing participants:
 - i. Assessment of job history, skills, and readiness, and overall barriers to obtaining and retaining employment,
 - ii. Program orientation (that includes a review of the “exemption” and “disqualification” processes),
 - iii. Services that focus on job search, referral and placement,
 - iv. Interview skills and resume writing,
 - v. Soft skills training to include appropriate workplace conduct and communication,
 - vi. Short-term certification training in targeted industries and occupations, and
 - vii. Time management and planning.
- b. Attempt to identify an adequate number and type of workfare sites with a reasonable number or percent that are within Douglas County or within a reasonable commute for people who must use public transportation. Develop these relationships and ensure any required paperwork is completed and maintained.
- c. Coordinate between the Food Assistance and Colorado Works eligibility staff as needed. Provide other reimbursable supportive services consistent with Department approved procedures. (Client expenses that are not adequately documented or are not reimbursable per State rule will not be reimbursed to Arapahoe. The amount budgeted for client transportation and supportive services are noted in Exhibit C, and are part of the overall Agreement maximum.)
- d. Address and resolve all participant program appeals and worksite grievances.
- e. Create and maintain participant files that adequately address Department, County, State, and Federal program requirements and that meet reasonable audit standards. Arapahoe shall maintain documentation for four (4) years. Participant files include, but may not be limited to:
 - i. Signed and dated releases and work plans,
 - ii. Job search hours,
 - iii. Requests and approvals for supportive services (which may require the collection of receipts), and
 - iv. Workfare and employer site records
- f. Determine the type of participation in accordance with all rules and regulations.

- g. Work reports timely and accurately to ensure correct program participation and enhanced funding.

C. Business Development Services

- a. Business Developer will be dedicated part-time to recruit and develop relationships with businesses specifically in Douglas County. Eleven core services to businesses will be offered, such as hiring events, job fairs, screening and training services.
- b. Business recruitment will be targeted: 1) in certain industries that have high growth projections and high demand, and for which ADW will begin to develop clients' skills and training for these industries, and 2) in industries that would most likely have a need to access and employ our inventory of job seekers and program participants.
- c. Business Developer will plan, coordinate and facilitate job fairs.
- d. These services are expected to increase job placements, wages at placement and job retention.
- e. Complete a monthly report.

F. Case Reviews

- a. Arapahoe will review at least two (2) cases per month. Should any findings occur, case corrections are to be made within five (5) business days.
- b. Participate in any Federal, State or County audits or performance reviews, and allow access to all related records and systems, including an on-site visit if requested. If an audit or review results in a corrective action plan, the Contractor shall develop such plan, obtain County approval, and implement it by the defined deadline. If such an audit or review results in a financial penalty for the County, the Contractor shall be expected to reimburse the Department. Contractor's liability is at least the amount of any sanction(s) incurred by Douglas County as a result of an audit or review, no matter when the audit occurs, based upon Contractor's failure to take any timely required action in compliance with program requirements and/or this contract.

G. Outcomes and Reporting

- a. Maintain a processing timeliness standard of 95% and a case quality standard of 95% or better. Manual HSCARES entries, if required, must be 100% accurate, and all ECM system(s) ingestion must be 100% accurate.
- b. As part of a complete invoice, Contractor will provide the monthly report. Complete a monthly report which shall include:
 - a. Number of referrals received for the month.
 - b. Current caseload count and list
 - c. Number of cases closed in an invoice month
 - d. Case closure reason and/or outcome
- c. Contractor will provide a report (in Microsoft Word), cumulative of the Monthly Report and suitable for distribution to the Board of County Commissioners and potentially shared at a public Board Business Meeting. No client identifying information may be used. The report must include:
 - a. Summary of services provided,

- b. Number of clients served,
- c. Participant outcomes
- d. Any additional qualitative goals, measures or information relevant to the services provided.

(Remainder of Page Intentionally Blank)

Exhibit C
METHOD OF PAYMENT

- A. Arapahoe shall invoice monthly for services rendered pursuant to Exhibit B. No pre-payments or advances will be made.
- B. Arapahoe shall generate a complete invoice monthly that is sufficiently detailed as outlined by Douglas to substantiate expenses and support service provision and maintain all documentation in an organized and auditable manner for four (4) years.
- C. The invoice will be posted to Douglas' OneDrive folder. A complete invoice is defined as:
- a. Invoice completed, printed off and signed (any sales tax notated on invoice),
 - b. Supporting expense documentation for all services is as follows:
 - i. At least once a quarter, the Department may select an expense within 2 business days of invoice receipt and require all back-up documentation within 4 business days of the selection.
 - ii. Should the random expense back-up reviews not produce reasonable documentation the Department will notify ADW, and may result in non-payment. The Department may revert to requiring back-up documentation for every expense every month depending on random review results.
 - c. Completed monthly report
 - d. Completed monthly case reviews
- D. Arapahoe may invoice Douglas as follows for Employment First:

Funding	Amount	Permitted Uses	Non-Permitted Uses	Cost Distribution Methodology
100% Federal	See item a) in table below.	salaries/benefits and staff expenses; operating and administrative expenses; participant expenses paid to a third party	direct payments to participants; optional workfare activities	See item b) below this table.
50% Administrative	See item a) in table below.	salaries/benefits and staff expenses; operating and administrative expenses; participant expenses paid to a third party	direct payments to participants; optional workfare activities	See item b) below this table.
80%/20% Participant	See item a) in table below.	benefits paid directly to the participant	salaries/benefits and staff expenses; operating and administrative expenses; participant expenses paid to a third party;	

Funding	Amount	Permitted Uses	Non-Permitted Uses	Cost Distribution Methodology
			optional workfare participant expenses	See item b) below this table.
50% Participant	See item a) in table below.	benefits paid directly to the participant	salaries/benefits and staff expenses; operating and administrative expenses; participant expenses paid to a third party; optional workfare participant expenses	See item b) below this table.
Reallocated 100% Federal	See item a) in table below.	salaries/benefits and staff expenses; operating and administrative expenses; participant expenses paid to a third party	direct payments to participants; optional workfare activities	See item b) below this table.
50%/50% Participant Workfare	See item a) in table below.	participant benefits for optional workfare clients	any expense for non- optional workfare participants	See item b) below this table.
50%/50% Administrative Workfare	See item a) in table below.	salaries/benefits and staff expenses; operating and administrative expenses for optional workfare clients	any expense for non- optional workfare participants	See item b) below this table.

G. The Parties agree that the maximum Arapahoe will invoice for each area in the table is the Douglas County designated amount listed in the prevailing Colorado Department of Human Services Information Memo for Employment First county allocations, as long as the Douglas County share does not exceed the maximum identified in Recital 3.

Arapahoe recognized these allocation amounts are subject to increases and decreases.

Douglas will provide written notice to Arapahoe when Employment First allocations change or if there is an increase in the Douglas share maximum.

- a. Douglas will apply the monthly Optional Workfare percentages provided by the Colorado Department of Human Services (CDHS) to their corresponding expenses.
- b. Any client expense which is not claimable under any of the above categories will not be paid unless prior written approval is obtained from Douglas. This item would be specifically highlighted in the invoice as such and include the prior written approval.

H. For Business Development, only that person's salary and benefits may be invoiced in conjunction with activities performed that related to Employment First clients.

I. No computer hardware or software may be purchased under this Agreement.

J. In the event that any costs are shared by multiple clients or a cost is shared across two or more Agreements with Douglas County, Arapahoe must prorate the expense(s). The Department will only reimburse for the portion of the expense incurred for the execution of this Agreement. Arapahoe may not bill Douglas for any cost, fee or expense not outlined above.

K. If Arapahoe elects to simultaneously use any of the same staff people for this Agreement as another Agreement with the Department, Arapahoe must provide documentation that clearly identifies that Arapahoe is not receiving more reimbursement for that expense than the appropriate share for each Agreement.

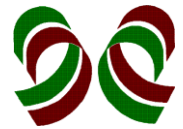
L. Invoices must be submitted by the 15th of each month subsequent to the month services were provided. Invoices and all back-up documentation will be uploaded to the Department's OneDrive folder. Contractor will email HSAccounting@douglas.co.us when new invoices have been added to OneDrive or existing documents edited in OneDrive.

M. Complete invoices not received within the specified timeframe may be denied for payment. Continual failure to comply with invoicing and reporting requirements may constitute breach of Agreement.

(Remainder of Page Intentionally Blank)

Attachment 1
DEPARTMENT'S BACKGROUND CHECK POLICY

(See following 3 pages.)



Douglas County Department of Human Services

Policy Name	Background Checks
Supersedes	N/A
Effective Date	02/07/2019
Director's/Designee's Approval & Date	

A. Policy Statement

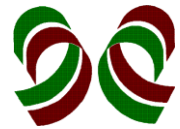
1. The Douglas County Department of Human Services staff provide supports and services to vulnerable children, adults, and their families. As such, Douglas County Department of Human Services mandates background checks for all employees and contractors that surpass county and state requirements. Additionally, employees may be subject to reassignment or discipline, up to and including termination, for any arrest, charge, conviction, or finding which calls into question their ability to work safely with vulnerable clients. Contractors who do not pass the background check will not be able to begin working or will be removed from their Douglas assignment as appropriate.
2. The Department may be required to make a law enforcement referral on an employee or contactor depending on the facts.

B. Definitions

1. CAPS is the Colorado Adult Protective Services (APS) data system.
2. CCU is the CAPS Check Unit at the State Department of Human Services
3. Direct Care or Direct Contact of at-risk adults and children includes anyone who provides services or supports. Direct Care or Direct Contact includes case management, protective services, physical care, mental health services, or any other service necessary for the at-risk adult or child's health, safety, or welfare.
4. Trails is the Child Welfare Case Management System.

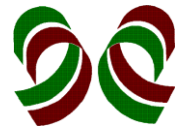
C. Procedure

1. All human service employees or contractors shall be required to submit to enhanced background checks as follows:
 - a. Fingerprint and name-based criminal background check at the time of hire, allowing Colorado Bureau of Investigations (CBI) to update the Douglas County Department of Human Services upon any arrest, charge, or conviction as reported to CBI.



Douglas County Department of Human Services

- b. Additional criminal background checks at any time during employment, whether random or upon suspicion the employee has engaged in criminal activity.
 - c. Department of Motor Vehicles Records at the time of hire and annually thereafter.
 - d. Trails and CAPS name search for substantiated abuse, neglect of a child or adult, or exploiting an at-risk adult. Such background checks shall be completed at the time of hire and annually thereafter.
 2. Douglas County Department of Human Services must register with the CCU and receive a unique CAPS Check Employer ID# in order to complete CAPS checks for Adult Protection staff.
 - a. The employee must complete and sign the State Written Authorization form prior to completing the CAPS check.
 - b. The State Written Authorization form shall be kept in the employee's personnel file.
 - c. A positive CAPS match must include all four criteria:
 - i. Substantiated finding must have been made after July 1, 2018.
 - ii. The substantiated perpetrator must have been age 16 or older at the time of the substantiated finding.
 - iii. There must be a match of at least two unique data points between the employee and the substantiated perpetrator.
 - iv. The finding was either not appealed or the Appeal Status is one of the following:
 1. Under Appeal,
 2. Upheld,
 3. Upheld – Modified,
 4. Upheld – Abandoned,
 5. Upheld – Settlement Conditions Not Met,
 6. Expunged – Time delayed, or
 7. Modified Expunged – Time delayed
 - d. Prior to receiving CAPS access for a new APS employee, the APS Manager must submit a CAPS Support ticket requesting CAPS access and must attest they have completed the CAPS background check.
3. A positive Trails match must include the following:
 - a. The substantiated perpetrator must have been age 16 or older at the time of the substantiated finding.
 - b. There must be a match of at least two unique data points between the employee and the substantiated perpetrator.
 - c. The finding was either not appealed or the Appeal Status is one of the following:



Douglas County Department of Human Services

- i. Under Appeal,
 - ii. Upheld,
 - iii. Upheld – Modified,
 - iv. Upheld – Abandoned,
 - v. Upheld – Settlement Conditions Not Met,
 - vi. Expunged – Time delayed, or
 - vii. Modified Expunged – Time delayed
4. Any finding of a criminal, civil or motor vehicle arrest, charge, conviction, or finding which calls into question the employee’s ability to safely transport or work with vulnerable clients will be reported to the employee’s supervisor, department administrator, and agency director for review and consideration.
5. Upon a finding, by the preponderance of the evidence, that the employee engaged in the alleged criminal, civil or motor vehicle offence, the employee may be subject to reassignment or discipline, up to and including termination.

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

DocuSigned by:
Geo. P. Teal
By: E56D14592431405...
Geo. P. Teal, Chair
Commissioner, District II

ATTEST:

DocuSigned by:
Hayley Hall
By: 166E3E33F00249B...
Hayley Hall
Clerk to the Board



APPROVED AS TO CONTENT:

DocuSigned by:
Doug DeBord
By: B5C95B8DCEAB4AA...
Doug DeBord
County Manager

APPROVED AS TO CONTENT:

DocuSigned by:
Daniel Makelky
By: 02BB0855591242F...
Daniel Makelky
Director Douglas County Department of Human Services

DATE: 6/12/2024

DATE: 6/12/2024

APPROVED AS TO FISCAL CONTENT:

DocuSigned by:
Andrew Copland
By: 80C333BC1187403...
Andrew Copland
Director of Finance

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Andrew C. Steers
By: DE5CE55F362E4B2...
Andrew C. Steers
Senior Assistant County Attorney

DATE: 6/12/2024

DATE: 6/12/2024

APPROVED AS TO INSURANCE REQUIREMENTS:

DocuSigned by:
Megan Datwyler
By: 33306CF1515540A...
Megan Datwyler
Risk Manager

DATE: 6/12/2024