

**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**EL PASO COUNTY DEPARTMENT OF HUMAN SERVICES**  
**AND**  
**ADAMS COUNTY DEPARTMENT OF HUMAN SERVICES**  
**DHS -18-13**

This intergovernmental Agreement (hereinafter "**Agreement**") to outline the HSConnects implementation dated for reference this \_\_\_\_\_(date of execution) is made between El Paso County by and through the Board of County Commissioners of El Paso County, Colorado, ("**El Paso**") and Adams County, by and through the Adams County Board of County Commissioners, Colorado, ("**Adams**"). Both El Paso and Adams are duly organized counties and political subdivisions of the State of Colorado. El Paso and Adams may be referred to collectively as "Counties" or individually as "County".

This Agreement often references the two grants that are funding the components of this project; the Healthcare Policy and Financing ("**HCPF**") grant, and the Food and Nutritional Services ("**FNS**") grant (Agreement No. SNAP-PTI-FY17-CO-01; CFDA No. 10.580).

**1. Purpose and Scope of Agreement and Authority**

- a. The purpose of this Agreement is to outline the responsibilities of El Paso and Adams in executing the FNS and HCPF grants for the implementation of the HSConnects System at Adams County Department of Human Services.
- b. This Agreement outlines the responsibilities of both Counties for time reporting, reimbursement, invoicing and payment process of grant funded personnel.
- c. This Agreement outlines the responsibilities of both Counties for the procurement, reimbursement, invoicing, and payment process of the HSConnects subscriptions.
- d. Pursuant to Colorado Constitution, Article XIV, Section 18 and C.R.S. § 29-1-203, El Paso County and Adams County have the legal authority to cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for the sharing of costs, or other matters, for the purposes stated herein.

**2. Obligations of the Counties and Consideration**

- a. **El Paso.** El Paso agrees to be the lead and fiscal agent for both the FNS and HCPF grants, and further agrees to perform its responsibilities set forth in the FNS and HCPF grants, as well as the attached Appendix A: Scope of Service.
- b. **Adams.** Adams agrees to perform its responsibilities set forth in the FNS and HCPF grants, as well as the attached Appendix A: Scope of Service.

3. **Term and Termination**

This **Agreement** shall be deemed effective by the Counties from \_\_\_\_\_ (date of execution) and shall terminate automatically on September 30, 2020. Either County may terminate this **Agreement** without cause with sixty (60) days' written notice to the other County. In the event a County voluntarily terminates, the terminating County shall cooperate with the other County in ensuring any and all HCPF and FNS grant requirements are adequately addressed and satisfied. In the event funding ceases from the HCPF and FNS grant, then this **Agreement** shall automatically terminate.

4. **Changes**

The Counties may request changes in the scope of services or pursuant to this **Agreement**. Such changes that are mutually agreed upon between the Counties shall be in writing, and upon execution shall become part of this **Agreement**. To be effective, all changes must be signed by the Counties.

5. **County Liability and Sovereign Immunity**

The Counties agree to assume liability for its own employees', agents', and contractors' actions pursuant to this **Agreement**. The Counties understand that liability of the Counties is controlled and limited by the Colorado Governmental Immunity Act ("CGIA"), C.R.S. Section 24-10-101, *et seq.*, and that no provision of this Agreement is intended to limit or modify the application of immunity.

6. **Insurance**

The Counties shall at all times during the terms of this **Agreement** have and keep in force a liability insurance policy with a company license to do business in the State of Colorado or operate a self-insurance fund pursuant to Colorado law.

7. **Governing Law/Forum/Interpretation**

This **Agreement** has been executed by the counties hereto on the date and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this **Agreement** shall be in El Paso or Adams County, Colorado.

8. **Non-appropriation**

To the extent there are any financial obligations of the Counties as set forth herein, those financial obligations after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available by the respective County's governing Board of County Commissioners. This **Agreement** is automatically terminated for any year which funds are not appropriated by the either County.

9. **Third-Party Beneficiaries**

It is expressly understood and agreed that the enforcement of this **Agreement** and all rights of action relating thereto shall be strictly reserved to the Counties. Nothing contained in this

**Agreement** shall give or allow any claim, obligation, or right to action whatsoever by any other third person.

**10. Extent of Agreement**

This **Agreement**, with attachments thereto, represents the entire and integrated **Agreement** between the Counties and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this must be in writing and be signed by all of the Counties.

**11. Assignability and Transfer**

No County to this **Agreement** shall assign or otherwise transfer this **Agreement** or any right or obligation hereunder without the prior written consent of the other County.

**12. Severability**

If any portion of this **Agreement** or application thereof to any County or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the **Agreement** which can be given effect without the invalid provision or applications, and to this end the provisions of this **Agreement** are declared to be severable.

**13. Waiver**

The waiver of any breach of a term, provision, or requirement of this **Agreement** shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

**14. Headings**

The headings of the several articles and sections of this **Agreement** are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this **Agreement** and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

**15. Force Majeure**

No County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this **Agreement**, nor shall any delay or failure constitute default or give rise to any liability for damages, and only to the extent that, such delay or failure is caused by "force majeure." As used in this **Agreement**, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of or were not aggravated by, the acts of omissions of the non-performing or delayed County.

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**IN WITNESS WHEREOF**, the Counties hereto have executed this **Agreement** on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2018.

**BOARD OF COUNTY COMMISSIONERS  
EL PASO COUNTY, COLORADO**

**BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO**

**BY: \_\_\_\_\_  
PRESIDENT**

**BY: \_\_\_\_\_  
CHAIR**

**ATTEST:**

**ATTEST:**

**BY: \_\_\_\_\_  
COUNTY CLERK AND RECORDER**

**BY: \_\_\_\_\_  
COUNTY CLERK AND RECORDER**

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

**BY: \_\_\_\_\_  
OFFICE OF THE COUNTY ATTORNEY**

**BY: \_\_\_\_\_  
OFFICE OF THE COUNTY ATTORNEY**

**APPENDIX A**  
Scope of Service

**Overview:**

El Paso County Department of Human Services, Adams County Department of Human Services, and Pueblo County Department of Social Services have agreed to partner together and implement the HSConnects system, a workflow management system designed by Arapahoe County Department of Human Services.

This system and its implementation is supported by two grants: Healthcare Policy and Financing (HCPF) award, and Food and Nutrition Services (FNS) grant. Each grant supports a percentage of costs for the system (personnel and equipment), leaving a nominal amount for each County to be responsible for outside of the grant funds.

<i>County</i>	<i>FNS</i>	<i>HCPF</i>
<i>Adams</i>	44.53%	40%
<i>El Paso</i>	50.84%	40%
<i>Pueblo</i>	53.49%	40%

Arapahoe, being the designer and creator of the system, will serve as the technical consultant on this project. Through contracted specialists, they will develop a training manual, and develop training for the partnering counties to utilize the system to its maximum potential. Arapahoe staff will travel to meet with each County to ensure that HSConnects is properly configured and integrated into the respective Counties' systems.

El Paso will serve as the lead, and fiscal agent of the partnering counties for both grant awards. As the fiscal agent, El Paso shall procure all hardware, supplies, and HSConnects subscriptions needed to fully implement the system in all partnering counties' Departments.

El Paso is also responsible for advancing payments of the costs presented in the budgets in the FNS and HCPF grants incurred by the other Counties. El Paso shall request reimbursement from both the FNS and HCPF grants for the determined percentages listed in the table above. If there is a remaining portion after the two grants have been applied, El Paso shall then invoice the respective Counties the balance. Any cost not reimbursed by the grants that were incurred by the Counties, are the financial responsibility of the respective Counties.

**Adams County Responsibilities:**

1. Adams shall complete 100% time tracking documentation for the following positions, hours, and rate, as detailed in the Personnel and Fringe Benefits - Table #2 in the FNS grant, and the Personnel Budget in the HCPF grant, to ensure the grants are only funding the actual portion of key personnel's salary directly related to the funding. The three (3) grant funded personnel positions are:

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-Business/Configuration Analyst  
-Project Manager  
-Trainer/QA Analyst

2. Adams shall invoice El Paso for the portion of salaries for the positions listed above in item 1, as detailed in Personnel and Fringe Benefits - Table #2 in the FNS grant, and the Personnel Budget in the HCPF grant. True and accurate 100% time tracking documentation must be attached to the invoice. Invoices and documentation shall be submitted to El Paso, monthly, by the 5<sup>th</sup> business day of the following month.
3. Adams shall submit payment to El Paso, when invoiced, for the remaining portion of costs, if any, after the FNS and HCPF grants have been applied, for the personnel costs mentioned above. Payment shall be submitted to El Paso within thirty (30) days of invoice date.
4. Adams shall submit payment to El Paso, when invoiced, for the remaining portion of costs after the FNS and HCPF grants have been applied, for the HSConnects components for their County. Payment shall be submitted to El Paso within thirty (30) days of invoice date.
5. Adams shall submit payment, when invoiced, for the remaining portion of costs, if any, after the FNS and HCPF grants have been applied, for the travel costs incurred by Arapahoe to Adams, as detailed in the Travel Table #3 in the FNS grant, and the Travel Budget in the HCPF grant. Payment shall be submitted to El Paso within thirty (30) days of the invoice date.
6. Adams shall submit payment, when invoiced, for its share of the remaining costs, if any, after the FNS and HCPF grants have been applied, for the cost of the two (2) contracted positions procured by Arapahoe, detailed in the Contractual Table #6 in the FNS grant, and Contract Labor Budget in the HCPF grants. Payment shall be submitted to El Paso within thirty (30) days of the invoice date.
7. Adams shall submit payment, when invoiced, for its share of the remaining costs, if any, after the FNS and HCPF grants have been applied for Arapahoe's grant funded personnel detailed in Personnel and Fringe Benefits – Table #2 in the FNS grant, and the Personnel Budget in the HCPF grant. Payment shall be submitted to El Paso within thirty (30) days of the invoice date.

**B. El Paso County Responsibilities:**

1. El Paso shall pay Adams, as invoiced, for the approved portion of salaries for the three (3) grant funded personnel, as detailed in the Personnel and Fringe Benefits - Table #2 in the FNS grant, and the Personnel Budget in the HCPF grant, within thirty (30) days of receiving the completed invoice.
2. El Paso shall request reimbursement for the approved portion of salaries for the three (3) grant funded personnel from the FNS and HCPF grants. Any cost not reimbursed by the grants will be invoiced to Adams. El Paso shall process invoice for Adams' share within five (5) business days of receiving reimbursements.
3. El Paso shall procure HSConnects subscription for Adams, as detailed in Supplies - Table #5 in the FNS grant, and Subscription Budget in the HCPF grant.

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4. El Paso shall request reimbursement for HSConnects subscription for Adams from the FNS and HCPF grants. Any cost not reimbursed by the grants will be invoiced to Adams. El Paso shall process invoice for Adams' share within five (5) business days of receiving reimbursements.
5. El Paso shall request reimbursement for Arapahoe's grant funded personnel, detailed in the Personnel and Fringe Benefits – Table #2 in the FNS grant, and the Personnel Budget in the HCPF grant. Any cost not reimbursed by the grants will be the responsibility of the partnering Counties. El Paso shall process invoice for Adams' share within five (5) business days of receiving reimbursements.
6. El Paso shall invoice Adams for any costs, if any, after the FNS and HCPF grants have been applied, for the travel costs incurred by Arapahoe to Adams, as detailed in the Travel Table #3 in the FNS grant, and the Travel Budget in the HCPF grant.
7. El Paso shall invoice Adams for its share of costs, if any, after the FNS and HCPF grants have been applied, for the cost of the two (2) contracted positions procured by Arapahoe, detailed in the Contractual Table #6 in the FNS grant, and the Contract Labor Budget in the HCPF grant.