

**STATE OF COLORADO
DEPARTMENT OF HUMAN SERVICES
INTERGOVERNMENTAL AGREEMENT
WITH
ADAMS COUNTY**

1. PARTIES

This Intergovernmental Agreement ("Agreement") is entered into by and between the Colorado Department of Human Services ("CDHS" or "State"), and Adams County ("County"), who may collectively be called the "Parties" and individually a "Party", both of which are governmental entities of the State of Colorado.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Agreement shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee ("Effective Date"), but shall be effective and enforceable thereafter in accordance with its provisions.

3. AUTHORITY

Authority to enter into this Agreement exists in the Colorado Constitution, Article XIV, Section 18(2)(a), and C.R.S. §29-1-203(1). Required approvals, clearance, and coordination have been accomplished from and with appropriate agencies.

4. PURPOSE

The Parties are entering into this Agreement to establish the procedure for a cost share partnership between CDHS and the County for the funding of a Wendy's Wonderful Kids ("WWK") Recruiter, in whole or in part, to assist the State and County in connecting children who are waiting for permanency with families who wish to adopt by implementing and coordinating effective recruitment, matching and support services for children and youth in the child welfare system, in addition to building relationships within the community and raising awareness and education about foster care and adoption.

5. TERM AND EARLY TERMINATION**A. Term-Work Commencement**

The Parties respective performances under this Agreement shall commence on the later of the Effective Date or July 1, 2018. This Agreement shall terminate on June 30, 2019 (the "Initial Term") unless sooner terminated or further extended as specified elsewhere herein. Either Party may terminate this Agreement by giving the other Party 60 days prior written notice setting forth the date of termination. Upon termination the liabilities of the Parties for future performance hereunder shall cease, but the Parties shall perform their respective obligations up to the date of termination.

B. Modification of Agreement for Additional Term

The Parties understand that it typically takes approximately two years for a caseload to have results with children and youth that have the highest needs. The WWK Recruiter Program cost share partnership is currently planned to extend to June 30, 2020. Unless otherwise terminated in accordance with §5.A. the Parties shall execute an amendment to this Agreement to add an additional State fiscal year of performance (an "Extension Term") before June 30, 2019.

C. End of Term Extension

If this Agreement approaches the end of its Initial Term, or an Extension Term then in place, the State, at its discretion, upon written notice to the County as provided in §9, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when

such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement agreement or modification extending the total term of this Agreement.

D. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. The State shall notify the County of such termination in accordance with §9. The notice shall specify the effective date of the termination. In the event that the Agreement is terminated under this §5.D, any County obligation shall end with the new termination date.

6. STATEMENT OF WORK

The Parties shall complete any Work or other obligations as described herein and in **Exhibit A – Statement of Work** in an ongoing capacity for the duration of this Agreement. Each Party shall procure goods and services necessary to complete its obligations under this Agreement. The State shall have no liability to compensate County for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

7. PAYMENTS

The maximum amount payable under this Agreement to CDHS by the County is **\$20,455.00**. The Parties shall follow the procedure for invoicing and payment set forth in **Exhibit A** and payment to CDHS shall be limited to the unpaid obligated balance of this Agreement as set forth in **Exhibit A**.

8. DISPUTE RESOLUTION

A. Initial Resolution

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 CDHS and a senior manager designated by the County for resolution.

B. Resolution of Controversies

If the initial resolution described in §8.A fails to resolve the dispute within ten (10) Business Days, County shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the “Resolution Statutes”), except that if County wishes to challenge any decision rendered by the Procurement Official, County’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before County pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

9. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by

notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

CDHS

Korey Elger, Ongoing Manager

1575 Sherman Street, 2nd Floor
Denver, CO 80203
korey.elger@state.co.us
(303) 866-5956

COUNTY

Janis L. James, Director, Children and Family Services

11860 Pecos Street
Westminster, CO 80234
jjames@adcogov.org
(720) 523-4247

10. GENERAL PROVISIONS

A. Assignment

The rights and obligations of each Party hereunder are personal to such Party and may not be transferred, assigned or subcontracted without the prior, written consent of the other Party. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of County's rights and obligations approved by the State shall be subject to the provisions of the Agreement.

B. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

C. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

D. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the performance of this Agreement, and all prior representations and understandings related to this Agreement, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

E. Modification

Any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

F. Order of Precedence

In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: **Exhibit A – Statement of Work**, followed by this Agreement.

G. References

All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

H. Third Party Beneficiaries-Negation

Enforcement of all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental and do not create any rights for such third parties.



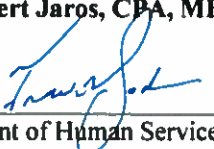
I. Controller's Approval. §24-30-202(1). C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee.

11. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

<p align="center">COUNTY Adams County Human Services Department</p> <p align="center"></p> <p align="center">By: Commissioner Mary Hodge, Chair Board of County Commissioners</p> <p align="center">Date: <u>6/19/18</u></p>	<p align="center">STATE OF COLORADO John W. Hickenlooper, Governor Colorado Department of Human Services Reggie Bicha, Executive Director</p> <p align="center"></p> <p align="center">By: Minna Castillo-Cohen, Director, Office of Children, Youth and Families</p> <p align="center">Date: <u>6.29.18</u></p>
<p align="center">In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p align="center">By: </p> <p align="center">Colorado Department of Human Services Controller Delegate</p> <p align="center">Agreement Effective Date: <u>July 22, 2018</u></p>	

APPROVED AS TO FORM
COUNTY ATTORNEY



Exhibit A – Statement of Work

This Exhibit A addresses the responsibilities of the Colorado Department of Human Services, acting by and through the Division of Child Welfare (“CDHS,” “DCW,” or “State”) and Adams County (“County”), in the funding and use of the Wendy’s Wonderful Kids (“WWK”) Recruiter Program.

1. CDHS Responsibilities

- a. CDHS shall enter into a contract with The Dave Thomas Foundation for Adoption (“DFTA”) for the performance of certain tasks related to the WWK Recruiter Program. The level of services under that Contract will increase in accordance with the County commitment outlined below.
- b. Through that Contract (18 IHFA 110031), CDHS and County caseworkers with children on a WWK recruiter’s caseload shall receive training on the WWK model from DFTA.
 - i. CDHS shall provide County a schedule of training sessions for each State fiscal year.
 - ii. WWK model training shall occur on a quarterly basis.
- c. CDHS shall provide to the County any County-associated portion of any DFTA WWK Recruiter Program annual review, on-site visit/review, or other data, as identified by the State, related to county-specific performance of the WWK Recruiter Program.
- d. In the State’s sole discretion and as it relates to County, CDHS shall provide County with any DFTA recommended troubleshooting data, shared information relevant to County performance, and/or suggestions for improvement and/or expansion of the WWK Recruiter Program.
- e. CDHS shall provide notification to County of quarterly meeting dates and locations to ensure relevant County staff are able to attend. Quarterly meeting topics shall include, but not be limited to, program overview and opportunities for training.

2. County Responsibilities

- a. County shall have use of a WWK recruiter in accordance with the Full-Time Equivalent (“FTE”) commitment in §3.a.
 - i. A description of the WWK recruiter position can be found in §4.
- b. County shall, through formal contractual relationship with the County custodial agency or other method, ensure WWK recruiters have access to the child, to his/her files, and to his/her clinical services, as needed.
- c. County shall notify their assigned WWK Recruiter of any matching events or other organizational events to assist WWK recruiter with connecting children who are waiting for permanency with families who wish to adopt.
- d. County shall provide payment for its assigned WWK Recruiter in accordance with §3.

3. Invoices & Payment

- a. The County’s FTE commitment to the State is 0.50.
- b. The State shall invoice the County within fifteen (15) days of the start of each quarter for 25% of the maximum amount payable for services in the previous quarter.
- c. The State’s invoice shall include the Agreement Number (18 IHFA 109698), the period of service for which the invoice applies, and the total amount due.
- d. The County shall pay the State through a warrant that references the Agreement Number and includes some reference to the WWK Recruiter Program.
- e. Warrants shall be delivered (i) by hand with receipt required or (ii) by certified or registered mail to the State representative set forth below:

Tracey Cantrell, Contracts and Grants Supervisor
1575 Sherman Street, 2nd Floor
Denver, CO 80203

(303) 866-2314
tracey.cantrell@state.co.us

- f. The maximum amount payable by County in each State fiscal year of this Agreement shall be:

SFY19 [7.1.18-6.30.19]	\$20,455.00
SFY20 [7.1.19-6.30.20]	\$32,143.00

4. Wendy's Wonderful Kids Recruiter Job Description

The Wendy's Wonderful Kids ("WWK") Recruiter ("Recruiter") will connect children who are waiting for permanency with families who wish to adopt by implementing and coordinating effective recruitment, matching and supportive services for a caseload of 12-15 children and youth. The Recruiter will follow a child-focused, evidence-based model as developed by the Dave Thomas Foundation for Adoption. The Recruiter will also be responsible for building relationships within the community and raising awareness and education about foster care and adoption.

a. 30% Child-focused recruitment:

- Reviewing case files
- Contacting possible adoptive resources and past connections including biological family members or kin
- Networking in an effort to find positive connections for WWK youth
- Conducting diligent online searches
- Creating specialized recruitment plans which include creating and reviewing genograms for each youth on the caseload
- Conducting reverse computer matches using The Adoption Exchange's database and the AdoptUSKids' national database

b. 30% Meeting with the children:

- Monthly in-person visits with youth
- Attending matching events, Heart Gallery photo shoots, and other organizational events hosted by CDHS, The Adoption Exchange, or the county departments who have custody of the children for whom they are recruiting
- Preparing the child/youth for adoption
- Developing, coordinating, and facilitating the transition planning
- Monitoring and supporting placements through finalization

c. 10% Data entry and reports:

- Submitting monthly data regarding the caseload as well as quarterly assessments of the child/youth's readiness for adoption and progress towards completion of the recruitment plans
- Submitting yearly grant renewals and bi-annual reports
- Submitting yearly travel expenditure reports

d. 15% Meetings and Trainings

- Attending staffings, permanency roundtable meetings, quarterly CDHS Recruiter focused meetings, and other professional meetings
- Conceptualizing case plan and implementing new resources and recommendations

- e. **5% Inquiry calls:**
 - Reviewing web-generated inquiries from prospective adoptive parents
 - Answering general information calls regarding children/youth on the caseloads
- f. **10% Other duties as assigned**