## ADAMS COUNTY, COLORADO SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this	day of	, 2012, by and between the
Adams County Board of County Commissioners, actir	ng in its capac	ity as Adams County Board of Human
Services, located at 4430 South Adams County Parkwa	ay, Brighton,	Colorado 80601, hereinafter referred to as
the "County," and Mapleton School District 1, located	at 591 E. 80 <sup>th</sup>	Avenue, Denver, CO 80229, hereinafter
referred to as the "Contractor." The County and the C	ontractor may	be collectively referred to herein as the
"Parties".	·	•

The County and the Contractor, for the consideration herein set forth, agree as follows:

## **SECTION I - SERVICES OF THE CONTRACTOR**

The Contractor is aware and shall provide transportation for the After School Program offer by the Boys and Girls Program in coordination with the Memorandum Of Understanding, pursuant to House Bill 04-1451, the Colorado Management Program, Section 7.303.3, et seq. (12 CCR 2509-4) pursuant to Section 24-1.9-101seq., C.R.S. and in compliance with the state rules and County Plan, policies, and procedures and CDHS Volume VII 7.303.26, and,

All services shall be in accordance with the Memorandum Of Understanding attached hereto as Exhibit "A", incorporated herein by reference. Services shall be performed in accordance with customary standards of professional care.

Emergency Services In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

### SECTION II - COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- H. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

#### **SECTION III - RESPONSIBILITIES OF THE COUNTY**

The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

#### **SECTION IV - TERM**

The term of this Agreement shall be from July 1, 2012, through June 30, 2013.

#### SECTION V - PAYMENT AND FEE SCHEDULE

The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for these services, the sum not to exceed eighteen thousand ten dollars (\$18,010.00).

## A. Invoices

Invoices will be submitted to the County by the Contractor on a monthly basis for services performed under this Agreement. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

## B. Fund Availability

The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing

availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

### **SECTION VI - INDEPENDENT CONTRACTOR**

In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant or subcontractor of the Contractor shall be deemed to be an employee, agent or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

## **SECTION VII - NONDISCRIMINATION**

The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

#### **SECTION VIII - INDEMNIFICATION**

The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

#### SECTION IX - INSURANCE

The Contractor agrees to maintain insurance of the following types and amounts:

<u>Commercial General Liability Insurance</u>: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence \$1,000,000 General Aggregate \$2,000,000

<u>Comprehensive Automobile Liability Insurance</u>: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage \$1,000,000 (each accident)
Personal Injury Protection Per Colorado Statutes

Workers' Compensation Insurance: Per Colorado Statutes

\* <u>Professional Liability Insurance</u>: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence

\$1,000,000

\* This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

- 1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
- 3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverages or policies required under this Agreement.

## **SECTION X - TERMINATION**

#### A. For Cause

If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

## B. For Convenience

The County may terminate the Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If the Agreement is terminated by the County, the Contractor will be paid an amount that

bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under the Agreement, less payments previously made to the Contractor under the Agreement.

## **SECTION XI - MUTUAL UNDERSTANDINGS**

#### A. <u>Jurisdiction</u> and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17<sup>th</sup> Judicial District, Colorado.

## B. <u>Compliance with Laws</u>

During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), passed as part of the American Recovery and Reinvestment Act of 2009, effective February 17, 2010, when exposed to or provided with any data or records under this Subcontract that are considered to be "Protected Health Information."

## C. Record Retention

The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.

## D. Assignability

Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

#### E. Waiver

Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

## F. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

#### G. Notice

Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For the County:

Adams County Purchasing and 4430 South Adams County Parkway Brighton, CO 80601

Contact: Liz Estrada Phone: 720.523.6052 Fax: 720.523.6058

Human Services Department 7401 North Broadway Denver, Colorado 80221 Attn: Darwin Cox, Division Director

Phone: 303.412.5080 Fax: 303.412.5335

For the Contractor: Mapleton School District 1 591 E. 80<sup>th</sup> Avenue Denver, CO 80229

Contact: School Superintendent

Phone: 303-853-1000 Fax: 303-853-1087

Adams County Attorney's Office 4430 South Adams County Parkway

Phone: 720. 523-6116 Fax: 720. 523.6114

Brighton, Colorado 80601

## H. <u>Integration of Understanding</u>

This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

## I. Severability

If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

#### J. Authorization

Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

#### **SECTION XII - CHANGE ORDERS OR EXTENSIONS**

A. The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including but not limited to additional instructions, additional work, and the omission of

work previously ordered. Such changes, including any increases or decreases in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the County and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

B. The County may, upon mutual written agreement by the parties, extend the time of services to be performed by the Contractor.

completion of

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS ADAMS COUNTY, COLORADO	
Chair Tunker	8-27-12 Date
ATTEST:	APPROVED AS TO FORM:
KAREN LONG	Slydon Mith
CLERK AND RECORDER	Adams County Attorney's Office
Deputy Clerk	
MAPLETON SCHOOL DISTRICT 1  Adelatticaca School Board Superintendent	August 16, 2012 Date
Signed and sworn to before me on this	day of August, 2012 by
Charlotte Ciancio.	
Hartra J. Rock Notary Public	
My commission expires on: May 25, 2	2012



#### CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

#### **CONTRACTOR:**

Mapleton School District 1
Company Name

Avgvst 16, 2012
Date

Charlotte Ciancio
Name (Print or Type)

Signature

Superintendent Title

Note: Registration for the E-Verify Program can be completed at: <a href="https://www.vis-dhs.com/employerregistration">https://www.vis-dhs.com/employerregistration</a>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

## MEMORANDUM OF UNDERSTANDING PURSUANT TO HOUSE BILL 04-1451

This Agreement is made by and between the ADAMS COUNTY DEPARTMENT OF HUMAN/SOCIAL SERVICES ("Social Services"), located at 7190 Colorado Boulevard, Commerce City, CO 80022; the 17th JUDICIAL DISTRICT PROBATION DEPARTMENT ("Probation"), located at 12421 Washington Street, Unit H, Thornton, CO 80241; the 17<sup>th</sup> JUDICIAL DISTRICT COURTS ("Judicial"), located at 1100 Judicial Center Drive, Brighton, CO 80601; the **DISTRICT** ATTORNEY"S OFFICE, located at 1100 Judicial Center Drive, Brighton, CO 80601; the TRI COUNTY HEALTH DEPARTMENT ("Health"), located at 6162 S. Willow Drive, Suite 100, Greenwood Village, CO 80111; the ADAMS 12 FIVE STAR SCHOOL DISTRICT(S) ("School District(s)"), located at 1500 E. 128th Avenue, Thornton, CO 80241, the BRIGHTON SCHOOL DISTRICT 27-J, located at 630 South 8<sup>th</sup> Avenue, Brighton, CO 80601; the ADAMS COUNTY SCHOOL DISTRICT 14, located at 5291 E. 60<sup>th</sup> Avenue, Commerce City, CO 80022; the MAPLETON SCHOOL DISTRICT, located at 591 E. 80<sup>th</sup> Street, Denver, CO 80229; the ADAMS COUNTY SCHOOL DISTRICT 50, located at 2401 W. 80th Avenue, Denver, CO 80221; the COMMUNITY REACH CENTER MENTAL HEALTH CENTER ("Mental Health"), a non-profit corporation whose principal place of business is located at 8931 Huron Street, Thornton, CO 80260; the BEHAVIORAL HEALTH INC., BEHAVIORAL HEALTH ORGANIZATION ("BHO"), located at 155 Inverness West Drive, Suite 201, Englewood, CO 80112; the DIVISION OF YOUTH CORRECTIONS ("DYC"), located at 4255 S. Knox Court, Denver, CO 80236; the **ARAPAHOE** INC., DESIGNATED MANAGED HOUSE ORGANIZATION FOR THE PROVISION OF TREATMENT SERVICES FOR ALCOHOL AND DRUG ABUSE PURSUANT TO SECTION 25-1-206.5, C.R.S. ("MSO"), located at 8801 Lipan Street, Thornton, CO 80260; the ALTERNATIVES TO FAMILY VIOLENCE, COMMUNITY DOMESTIC ABUSE PROGRAM PURSUANT TO 26-7.5 C.R.S. IF REPRESENTATION FROM SUCH PROGRAM IS AVAILABLE, located at P.O. Box 385, Commerce City, CO 80037, the ADAMS COUNTY YOUTH INITIATIVE, located at 7887 E. 60<sup>th</sup> Avenue, Commerce City, CO 80022, NORTH METRO COMMUNITY SERVICES, a Community Centered Board, located at 1001 W. 124th Avenue, Westminster, CO 80234; SENATE BILL 94, located at 8462 Delaware Street, Thornton, CO 80260, THE LINK, a Community Assessment and Resource Center, located at 8461 Delaware Street, Thornton, CO 80221. signatory to this agreement is referred to as a "Party", and collectively as "Parties".

WHEREAS, the Colorado General Assembly has determined that a collaborative approach to the delivery of services to children and families may lead to the provision of more appropriate and effective delivery of services; and

WHEREAS, the Colorado General Assembly has determined that such collaboration may ultimately allow the agencies providing treatment and services to provide appropriate services to children and families within existing consolidated resources; and WHEREAS, the Colorado General Assembly has determined that it is in the best interests of the State of Colorado to establish a collaborative management of multi-agency services provided to children and families; and

WHEREAS, Colorado Revised Statutes, Section 24-1.9-101, et.seq. authorizes the county department of social services to enter memorandums of understanding with specific agencies for the purpose of promoting a collaborative system of local-level interagency oversight groups and individualized service and support teams to coordinate and manage the provision of services to children and families who would benefit from integrated multi-agency services; and

WHEREAS, the undersigned desire to enter into an agreement for the collaboration of services to families and children who would benefit from integrated multi-agency services; and

WHEREAS, the undersigned agencies include all of the agencies required by statute;

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the Parties agree as follows:

The Agreement. This Memorandum of Understanding ("MOU" or "Agreement") is contained in this writing, which consists of 19 pages and 1 Attachments: HB 1451 CMP MOU performance Measures Table 1-2, FY 2012-13, Common Indicators and Primary Indicators.

Term of the Agreement. This MOU shall be effective beginning JULY  $1^{ST}$ , 2012, and shall expire JUNE  $30^{TH}$ , 2013.

- I. Renewal of MOU. The Parties may renew this MOU annually subject to mutual agreement. Each Party reserves the right to elect not to renew the MOU after expiration of the current term. If any Party intends not to renew the MOU, it should give notice of such intent at least thirty (30) days prior to expiration of the Agreement.
- **II. Population to be Served.** The persons who will be recipients of services under this MOU shall be "children and families who would benefit from integrated multi-agency services". This population of persons is defined as follows:

There are three specific target populations for this Collaborative agreement: Children/Youth with Developmental Delays/Disabilities (DD) and their families, Truant Children/Youth, and Children/Youth and families who have experienced Domestic Violence (DV). These three target population groups represent children/youth and families with complex needs. Children/youth with complex needs are defined as needing or having involvement with multiple systems, or agencies, and requiring supports or services in areas that limit a child's/youth's independence and functioning and may impede a child's/youth's ability to participate in daily activities at home, school, or in the community. Complex needs include, but are not limited to, the need for substantial

services and supports to address the areas of developmental, physical and mental health, substance abuse, education, risk of criminal behaviors, homelessness, domestic violence, safety, and abuse/neglect.

#### Target Population 1 (Youth with DD) and DD ISST

The first target population is defined as: Children/youth with developmental delays/disabilities and their families that are served through the child protection services system (including program areas 4, 5 and 6). Many of these children/youth are at risk of out of home placement. The DD ISST expects to serve between 17-20 families through the Case Manager position that will focus on providing services to developmentally delayed parents who are raising a child (ren) with/without a developmental disability. It is anticipated that referrals for the Case Manager services will come from schools, ACHSD, and other 1451 collaborating organizations. Goodwill Industries, ACHSD and North Metro Community Services are sharing resources to fund the continuation of this position for FY 2012-13.

The Case Manager will provide services to families so they can provide care and safety for their children to allow the family to remain intact and prevent the families' involvement in the Child Welfare system. This position will consist of providing the following case management services: Engaging and establishing a relationship with the parents/family; Providing hands on parent training, coaching, and family support; Directly impacting family by creating a bridge between community resources and the family; Assisting in the stabilization and self-sufficiency of the family; Offering DD parent training to address issues that are identified; Extensive knowledge of community resources.

Furthermore, to meet the needs of the targeted DD population, a respite program for children ages 6-18, with developmental delays, who have specialized needs, will be implemented in the fall 2012. This respite program will be managed through Easter Seals called the Discovery Club and it is anticipated that 10 families will be served. This program will provide a day of respite for parents and caregivers and will enable children with significant disabilities to participate in social activities and make new friends. Due to complexity of the children's needs, (physical, medical and/or medical health challenges) and the family's economic status, families cannot typically find affordable and appropriately trained paid care workers.

Additionally, the DD ISST will serve between 7-12 youth with developmental delays ages 14-21 through College for Life, a program individually designed to teach a variety of skills to DD youth.

### Target Population 2 (Truant Youth) and Truancy ISST

The second target population is defined as: Children/Youth, between the ages of 6-17 years of age, who are considered to be educationally neglected and/or habitually truant due to non-enrollment and/or Beyond Control of Parent behaviors and are referred to and served through the child protection services system (including program areas 4, 5 and 6). These children/youth are at risk of not receiving an education, dropping out of school, and engaging in delinquent behavior resulting in possible involvement in the juvenile justice system as they grow older.

According to the Federal definition of educational neglect: this involves the failure of a parent or caregiver to enroll a child in school, support the child's attendance in school or provide appropriate home schooling or needed special educational training, thus allowing the child or youth to engage in chronic truancy. Educational neglect can lead to the child failing to acquire basic life skills, dropping out of school or continually displaying disruptive behavior. Federal Law states that absence of >20% is deemed to put students at risk. While intervening in cases of educational neglect is critical, there is consensus within the county that identifying early truancy warning signs in elementary school and middle school is also critical to addressing the truancy problem.

Adams County has a long history of collaboration to address truancy. The countywide Truancy Reduction project, which focused on intensive case management of court involved truant youth, provides a strong collaborative base for future activities. Individual school districts also have various efforts in place including attendance officers and processes in place to address truancy. One of the main goals of the Adams County Youth Initiative is to increase high school graduation rates countywide. Prevention and early intervention of truancy is an important component to achieving this goal.

Adams County Human Services has collaborated with Family Tree, Adams Youth Advocacy Program (YAP), and additional Adams County Human Services TANF contracts with community providers to assist families and children/youth by providing case management and advocacy to increase children's/youth's attendance in school. These services provide early intervention and prevention to address the needs of the families to improve educational outcomes and family functioning.

Beginning 2010, one major component of the Truancy ISST was the creation of the Truancy Review Board (TRBs), now called the Adams County Truancy Intervention Team (ACTIT). ACTIT meets weekly with youth/s and families and are staffed by members from the following organizations: ACHSD, Community Reach Center, 4 school districts, Savio, Arapahoe House, Guardian ad Litems (GALs), Special Resource Officers, Probation, Senate Bill 94, THE LINK, and PATHs representatives.

ACTIT is designed to have a positive impact on truancy reduction through the provision of services to families for the purpose of obtaining appropriate community resources and

services. ACTIT is expected to continue during 2012-13, as they are proving to be successful in addressing the needs of youth and families experiencing truancy issues.

Additionally, during 2012-13, ACHSD, in conjunction with THE LINK, will provide a Case Manager to work with children and families through the provision of family assessments that identify the strengths and needs of the entire family as well as the possible barriers to the identified school attendance issues. Case Management services includes: school and home visits with the youth and the family; resources and assistance to families to negotiate through community systems including obtaining basic human material needs; basic crisis intervention; building upon strengths and advocating for the best interest of the child/family while increasing school attendance. Also available through THE LINK are: parenting groups; substance abuse education; youth groups, etc. THE LINK serves children and youth ages 8-17. Since THE LINK utilizes a complete family approach to their services, they may be able to positively impact the likelihood of potential attendance issues with the all children in that home.

The Truancy ISST which includes The Link, ACT-IT and Paths, expects to serve a minimum of 176 children/youth ages 6-17 years of age. These services to children/youth with identified educational neglect/truancy issues are geared to focus on prevention, early intervention efforts, and resolution without court involvement as well as successful completion of truancy court. Additionally, casemanagment services or referral will be provided to 90% of children and youth referred to the Link and/or ACTIT and/or PATHS to address truancy issues.

#### Target Population 3 (Domestic Violence) and DV ISST

The third target population involves families experiencing domestic violence. Various systems, such as law enforcement, the courts, schools, child welfare, domestic violence service providers, District Attorney's Office, and others have involvement in domestic violence situations. In general, what is needed in Adams County is an interagency communication system which ensures that appropriate domestic violence information is shared among collaborative agencies. A goal of such a system would be to ensure that children/youth exposed to domestic violence are identified and appropriately responded to by collaborative agencies.

During 2011-12, the DV ISST implemented a pilot program between Mapleton School District and the Thornton Police Department whereby the agencies worked together to quickly identify and provide intervention to a child exposed to DV within the last 30 days in their household. This intervention provided a "check- in" between a school psychologist/social worker and a child for the purpose of assessing the child for services. Because this is the 2<sup>nd</sup> year for this pilot program, there is a current baseline of 10 kids and 100% were assessed for services. Furthermore, the pilot also tracked the number of children identified, the type of intervention provided, attendance rates of these children and whether or not their attendance has improved by 5% as a result of intervention.

III. Services and Funding Sources. The Parties agree to provide the following specific services and subject to available funds, hereby identify the following funding sources for the provision of such services.

#### A. Social Services.

Social Services will be responsible for that will be funded from the following sources:

Adams County Human Services Department (ACHSD), shall act as a fiscal agent for the purpose of this Memorandum of Understanding, pursuant to House Bill 04-1451, per Colorado Revised Statutes, Section 24-1.9-101. ACHSD, as the county department of social services, is permitted to enter into memorandums of understanding with specific agencies for the purpose of promoting a collaborative system of local-level interagency oversight groups (IOG), and 3 individualized service and support teams (ISSTs) to coordinate and manage the provision of services to children and families who would benefit from integrated multi-agency services; and will ensure record keeping of all 1451Adams County incentive monies.

ACHSD will provide office space for the 1451 Coordinator, meeting space for the IOG and ISST meetings that occur monthly/and every three months, and staff time for attending trainings and meetings related to 1451. ACHSD will provide funding for service integration, delivery, data collection, and monitoring of multi-agency services. ACHSD is committed to providing a 1451 Coordinator who is responsible for attending 1451 Steering Committees and ISST meetings. Services provided by ACHSD include prevention, intervention, treatment, family preservation, family stabilization, out-of home placement, services to children that are at risk of being placed out of the home due to mental illness, who is involved in probation, require medical assistance, have mental illness, or have developmental delays. ACHSD will provide at least 3 other part time staff that will provide coordination and support for the ISSTs groups; Domestic Violence, Truancy and Developmental Delays. This coordination and support includes; holding monthly meetings, and ensuring communication and collaboration among partner agencies involved in the three ISSTs for the purpose of being responsive to the needs of children and families.

ACHSD has devoted approximately 10 staff members, including the 1451 Coordinator commit a portion of their time working on 1451 related activities paid through ACHSD and not any 1451 funds. The staff and 1451 Coordinator either coordinate, and/or participate in monthly 1451 activities for an estimated 960 hours per year. The total estimated cost is \$30,000.00 per year for staff hours. Additional in-kind contributions include: office space, meeting space for all 1451 related meetings, computers, laptops, technological support as needed such as; computer repair, programs and data support for reports and collection of data as needed for 1451.

## Amount Available (estimated) for Target Population: Developmental Delays:

Description	Funding Source	Amount
Shared North Metro Case	Child Welfare Block	\$38,475
Manager Position		
College for Life	Child Welfare Block	\$30,000
(Independent Living		
Program for DD Youth)		
CHRP	CHRP	\$722,000
Hope Initiative Program	CORE	\$150,000
Services		
Total		\$940,475

Amount available (estimated in-kind) for Target Population: Truancy and Domestic Violence: Adams County Human Services Department agrees to participate in all collaborative meetings including the steering committee. Human Services will provide office and meeting space, staff time for trainings, and participation in 1451. Access to the Youth Advocate Program is limited to youth with an open Child Welfare Case who are either at imminent risk of removal from their home or reintegrating back into the home following removal. The funding resources listed below may be explored for all 1451 families although eligibility criteria do apply.

Description	Funding Source	Amount
AYAP (Adams Youth Advocacy Program) that provides mentoring services to youth and families.	Child Welfare Block	\$400,000
Youth Opportunities Services (YOS) Assists TANF/TANF eligible youths in School District 14 to increase attendance, increase graduation rates, increase employment, and increase post-secondary education through programs that involve parents, classroom instruction, and community and business volunteers in coordination with other available youth service programs.	TANF	\$386,678
Alternatives To Family Violence	Child Welfare Block	\$293,363
Estimated Total		\$1,080,041

#### B. Probation.

Probation will be responsible for Adams County Juvenile Probation may participate in all collaborative meetings including the steering committee. The probation department may also provide office and meeting space, staff time for trainings, participation in the 1451 collaborative, and consideration for placement in the ROC Day Reporting Program. Probation Offender Services funds will accessed in appropriate cases per agency guidelines. Staff that participates in any 1451 activity will be in-kind. Services provided to any 1451 youth will be paid out of probation funding.

#### C. Health.

Health will be responsible for Tri-County Health Department (TCHD) will be responsible for participating in all collaborative meetings, including the Adams County Interagency Oversight Group (IOG) and staff will continue to attend the 1451 domestic violence workgroup. TCHD will continue to provide staff time for other collaborative meetings and trainings, and participation in the HB 1451 collaborative.

I. TCHD is the district public health agency serving Adams County, as well as Arapahoe County and Douglas County. TCHD provides public health services and also provides specialized services through the Health Care Program for Children with Special Needs (HCP). HCP serves families of children/youth. birth to twenty-one years of age, who have medical, developmental, mental health, or behavioral needs. The HCP multidisciplinary team provides care coordination for families which can include assistance with enrolling their children/youth in a health insurance program, finding a primary care provider, obtaining needed specialty care, surgery, therapy, and equipment. HCP also participates in collaborative efforts with community partners to build better systems of care for children/youth with special needs in Colorado. The HCP program is a component of the Maternal Child Health (MCH) block grant funding and the program has additional state and county funding support. As part of the HB 1451 MOU for Adams County, TCHD will continue to provide the above mentioned services to the residents of Adams County and have a member of this program assigned to the collaborative. Staff that participates in any 1451 activity will be in-kind. . Services provided to any 1451 youth or family will be paid by health department funding.

II. Since 1998, Adams County Human Services Department has contracted with TCHD's Nursing Division to provide the following services, funded by TANF dollars, in Adams County.

Mothers First is a nursing case management program that provides services
to families with young children enrolled in social services programs. This
program focuses on enhancing family function, increasing positive parenting
skills, and optimizing self-sufficiency, with the goal of decreasing the need for

public assistance in the future. The programs are funded by ACHSD through the Temporary Assistance for Needy Families (TANF) program.

- Brief Parenting Program allows for nursing case management of clients who
  do not qualify for the Mothers First Program but are Adams County residents
  and in need of shorter term nursing case management. The goal of the
  program is to enhance family functioning, expand parenting skills, and
  increase health knowledge through education. The clients are referred to
  TCHD through ACHSD, ACHSD contractors, WIC, Adams County schools,
  and community providers.
- The Early Crisis Intervention Program is a unique collaboration between TCHD nursing case management services and ACHSD child welfare. Families who are involved with ACHSD child welfare are referred to TCHD for a four-month intervention that includes nurse home visits that are focused on parenting and health issues. The goal of the program is to keep children in the home, or, if removed, to expedite their return into the home. The program also works on expanding parenting skills and increasing health knowledge to decrease the likelihood of future ACHSD involvement.
- In the **Health and Parenting Classes Program** TCHD nurse provides health and parenting classes for ACHSD clients being served at ACHSD contractor sites. These sites include CCA, CWEE, One Stop and Goodwill, as well as Adams County schools and community sites. Education is offered in birth control, STIs, parenting, appropriate child development, and child safety.

As part of the HB 1451 MOU for Adams County, TCHD will continue to provide the above mentioned services to the residents of Adams County, and have a representative of this program assigned to the collaborative.

#### D. School District(s).

School District will be responsible for School Districts will be responsible for participating in all collaborative meetings including the IOG, providing office and meeting space, staff time for trainings, participation in the 1451 collaborative and parenting education sessions. Staff that participates in any 1451 activity will be in-kind. Services provided to any 1451 youth or family will be paid by school district funding or other community resources identified and utilized.

#### E. Mental Health.

Mental Health will be responsible for Community Reach Center is licensed as a mental health provider by the State of Colorado public mental health authority for Adams County. As such, this agency oversees and provides mental health services through its school-based therapy program, CASASTART program and outpatient services. This agency is currently an active partner to each of the participating school districts, providing a wide array of screenings, referrals, direct services and training for school staff. Community Reach Center agrees to participate in all

1451 collaborative meetings and to coordinate resources offered through the community based therapist referral program with the 1451 truancy efforts as appropriate. Community Reach will also assign staff, as appropriate, to participate in work groups and attend identified trainings related to 1451. In-kind and other contributions will be determined. Staff that participates in any 1451 activity will be in-kind. Services provided to any 1451 youth or family will be paid for out of mental health funding.

#### F. BHO.

Behavioral Healthcare, Inc. (BHI) is the Behavioral Healthcare Organization (BHO) that holds the State contract to provide all medically necessary mental health services to Medicaid enrollees in Adams County.

BHI, is responsible for all medically necessary covered mental health treatment services for Medicaid eligible children/youth and adults with covered diagnoses. Services must be provided by a credentialed provider. The services will be funded from the following sources: Colorado Medicaid Community Mental Health Program. Mental health services are provided by qualified agencies and individuals through contractual agreements. The majority of Medicaid funded services for residents of Adams County is provided through programs offered by Community Reach Center for Mental Health.

As a part of the HB 1451 MOU for Adams County, BHI commits to continued funding of all medically necessary mental health services for Medicaid enrollees in Adams County. In addition, to ensure that BHI funded services are provided in a manner that is consistent with the overall aims of the MOU, BHI will assign a representative to serve as a member of the Adams County Interagency Oversight Group (IOG) to participate actively in the planning and monitoring of the integrated service system. Staff that participates in any 1451 activity will be inkind. Services provided to any 1451 youth or family will be paid for through the BHO.

#### G. DYC.

DYC will be responsible for Participation on the Adams County Interagency Oversight Group, including relevant subcommittees, planning meetings, and other activities intended to develop outcome measures and meet goals. Staff that participates in any 1451 activity will be in-kind. Services provided to any 1451 youth or family will be paid for by DYC funding.

- Provision of relevant data if applicable to the Collaborative Management Program (CMP) related activities.
- Case manager and/or supervisor participation on appropriate ISST Teams.

#### H. MSO.

Arapahoe House, Inc. is currently responsible for providing substance abuse services for Adams County eligible priority populations within its capability and resources to do so. Arapahoe House commits to continued provision of substance abuse services to eligible individuals. Funding sources may include private and public insurance and other resources. Some funding resources require financial participation of the service recipient based upon ability to pay. Payer of last resort, as required, will be Arapahoe House's MSO general substance abuse treatment dollars which include Federal and State substance abuse specific treatment funds through the Division of Behavioral Health (DBH). Arapahoe House will actively participate in the Adams County Interagency Oversight Group (IOG); and such participation will be in-kind. Arapahoe House will also participate in ISSTs as needed. Staff that participates in any 1451 activity will be in-kind. Services provided to any 1451 youth or family will be paid for by MSO funding.

#### I. DV.

DV will be responsible for Alternatives to Family Violence (ATFV) will be responsible for participating in collaborative meetings including the IOG, providing staff time for trainings, participation in 1451 collaboration, and developing and facilitating parent training for families in crisis, which will be funded from the following sources: TANF, Child Welfare, and funds to be determined by ATFV. Staff that participates in any 1451 activity will be in-kind.

#### J. North Metro Community Services

North Metro Community Services will continue to provide a staff person to function as a Caseworker III on the Human Services Youth in Transition (YIT) Team. The cost for this position is shared between Human Services and North Metro Community Services. The position manages cases involving youth diagnosed with a developmental disability and determined to be eligible for services through the CCB. Mental health services are provided by Community Reach. This includes psychiatry and counseling services. North Metro can also provide some behavioral intervention services.

Training for community providers would be provided by North Metro Community Services with an emphasis on helping young adults think through their behavior and accept responsibility for their choices, learn to make safe choices and develop meaningful friendships and relationships.

In kind contributions include office space, computer access, utilities and furniture. Training for providers will be provided at no cost. In addition, North Metro will absorb human resource functions and continue to provide College for Life as an additional source of activities. Beginning July, 2011, ACHSD with current 1451 incentive funds, in conjunction with Goodwill Inc. funding, and in-kind donations from North Metro Community Services, hired a full-time Caseworker to work with children and families. This Caseworker position has continued to provide

support and advocacy to parents with developmental delays and/or parents who have children with developmental delays who are involved in child welfare or are at risk for involvement in child welfare.

Additionally, recruitment, hiring and supervision of the Caseworker, position will be handled by North Metro Community Services. Staff that participates in any 1451 activity will be in-kind with the exception of the new Caseworker position noted under the Developmental Delays ISST section of this MOU. North Metro Community Services will provide staff support, computer, phones, office space, meeting space, and all other necessary office equipment in-kind.

## K. THE LINK

The Link is a collaborative, multi-agency, single point of entry for youth who are involved in, or at risk of becoming involved in the juvenile justice system. Assessment and screening services ensure the youth are referred to appropriate intervention services in order to prevent initial or repeat youth offences and seek alternatives to detention. If detention is required, The Link will work to expedite screening and minimize the time a youth spends within the juvenile justice system.

A Staff member is present at every Truancy Review Board (TRB), now called the Adams County Intervention and Treatment Team (ACTIT), meeting which includes both Adams and Broomfield Counties. The Link currently works with 6 different school districts (SDs); 1, 12, 14, 27-J, 50, and Boulder Valley School District, for truancy. A detailed assessment is completed on the youth and the parent. The assessment is designed to address the reasons why the youth is not attending school. The assessment report is sent to the school truancy representative with recommendations. Based on the assessment, the case manager may recommend the youth just be monitored/tracked on their attendance; or placed on case management to offer support and services.

As an agency the services provided for truancy may include but are not limited to; assessments, intervention, attendance tracking, case management, and groups. Another service we are looking into providing in the next school year is Electric Home Monitoring (EHM) for truants. Staff that participates in any 1451 activity will be in-kind with the exception of the new Caseworker position noted under the Truancy ISST section of this MOU. THE LINK will provide staff support, computer, phones, office space, meeting space, and all other necessary office equipment in-kind.

## L. 17th Judicial District Court

The 17<sup>th</sup> Judicial District Court will be responsible for participating in the IOG and ISSTs (workgroups) as appropriate. Court services provided to any 1451 youth or family will be provided through court resources. Staff that participates in any 1451 activity will be in-kind.

#### M. 17th Judicial District Attorney's Office

The Office of the District Attorney for the 17<sup>th</sup> Judicial District is statutorily assigned by the State of Colorado to prosecute juvenile cases in Adams County. The District Attorney's Office also collaborates with many agencies to address juvenile justice issues. The District Attorney's Office recognizes that chronic truancy is a substantial risk factor leading kids into the justice system. Our District Attorney's Office has been a partner in truancy reduction programs since 1997. The Office of the District Attorney supports the 1451 Collaborative by designating appropriate staff to participate on the IOG and ISST groups, provide meeting space as needed, and allow appropriate staff to attend trainings in relation to activities requiring involvement from juvenile justice. In addition, they will disseminate information about 1451 activities to appropriate partner agencies. The Office of the District Attorney will also assist in data collection in regard to court involved truancy cases. Staff that participates in any 1451 activity will be in-kind.

#### N. Senate Bill 94

Senate Bill 94 will be responsible for participating in all collaborative meetings including the IOG, providing staff time for trainings, participation in the 1451 collaborative and parenting education sessions which will be funded from the following sources: Staff that participates in any 1451 activity will be in-kind. Services provided to any 1451 youth or family will be paid for out of Senate Bill 94 funding.

• SB 94 funds will be assessed on a case by case basis for at-risk youth who are also involved in the juvenile justice system and at risk for out of home placement or commitment to the Department of Youth Corrections.

#### O. CASA

- **IV. Oversight group.** The Parties agree that there is hereby created an Interagency Oversight Group, "IOG", whose membership shall be comprised of a local representative of each Party to this MOU, each such Party having voting member status. Membership requirements are:
- 1) Selection of Officers: The Adams County 1451 Interagency Oversight Group shall elect from among their members by a majority vote, a Chair and Vice-Chair at the first meeting of the state fiscal year. Officers shall assume office upon election and serve for one year or until their successors are elected.
  - A. Chair: The Chair shall preside over all meetings of the IOG and shall be the official spokesperson for the group. The Chair shall appoint chairs of all sub-committees and shall serve as an ex-officio member of all committees. The Chair shall perform or delegate other duties designated by the IOG.

- B. Vice-Chair: The Vice-Chair shall preside in the absence of, or at the request of the Chair. The Vice-Chair, shall perform duties designated by the Chair and/or the IOG.
- C. The HB1451 Coordinator or other persons as designated shall be responsible for maintaining minutes of all IOG meetings.
- 2) Meetings: The IOG shall meet at the time and place as shall be called by the Chair or HB1451 Coordinator. Meeting notices will be sent to all members in advance of the meeting. Notices shall state the time and place of the meeting and specific agenda information where possible.
  - A. Attendance will be documented at each meeting. Two Thirds (2/3) of the IOG shall constitute a quorum in attendance and voting matters, a quorum shall be deemed to exist until the conclusion of such meeting. For purposes of establishing a quorum, only one person from a member agency shall be counted. Each member agency has one vote regardless of how many representatives attend meetings. A voting member may send a proxy in his/her absence. Agencies who have signed the MOU are deemed voting members.
  - B. Process for Creating a Subcommittee: Committees may be appointed by the IOG from the group membership or designees from time to time to work on special projects and report their findings to the IOG. Upon the completion of the assigned task the committee shall be dissolved.
  - C. The fiscal agent will be responsible for contracting, rate setting and allocation of the IOG funds consistent with and in order to implement the programs approved by the IOG.
  - D. For fiscal year 2012-2013, Adams County has been selected as the fiscal agent for the IOG. As fiscal agent, Adams County will decide how to solicit and obtain vendors within its purchasing policies and procedures.
- 3) Dispute Resolution Process: The IOG will strive to resolve all disputes through consensus following a discussion led by the Chair. If consensus is not achieved the members will vote and the majority will prevail. One-half of voting members need to be present in order to vote.

# Procedures for resolving disputes by a majority vote of those members authorized to vote are:

- 1) The dispute must be submitted in writing to the chair.
- 2) The Chair will attempt to resolve the conflict by facilitating discussion and seeking solution through consensus agreement.

- 3) If consensus agreement is not achieved the membership will vote on the issue and recommendations will be made to the department head of each participating agency.
- 4) The Head or Director of each party agency will have final authority concerning personnel and fiscal matters related to their contribution and participation in the project.

Officers of the IOG shall be selected by: This procedure is noted in Section IV of this MOU.

Procedures for resolving disputes by a majority vote of those members authorized to vote are: This procedure is noted in the previous section.

In the event that the IOG identifies a need for a subcommittee group, the following process shall be followed for creation of such subcommittee: This procedure is noted in the previous section.

- V. Collaborative Management Processes. The IOG shall establish a collaborative management process to be utilized by individualized service and support teams described below. The collaborative management process shall address risk sharing, resource pooling, performance expectations, outcome monitoring, and staff training in order to do the following:
- A. Reduce duplication and eliminate fragmentation of services provided to children and families who would benefit from integrated multi-agency services.
- B. Increase the quality, appropriateness, and effectiveness of services delivered to children and families who would benefit from multi-agency services., to achieve better outcomes; and
- C. Encourage cost sharing among service providers.

The Adams county CMP continues to improve service delivery by meeting CMP MOU Performance Measure goals for children and families that include A-C, as previously stated. Partnering agencies are listed in this MOU that include mandatory and non-mandatory agencies.

VI. Individualized Service and Support Teams. The IOG is authorized to create individualized service and support teams, (hereinafter "ISST") to develop a service and support plan and provide services to children and families who would benefit from integrated multi-agency services.

Process for Creating a Subcommittee: Committees may be appointed by the IOG from the group membership or designees from time to time to work on special projects and report their findings to the IOG. Upon the completion of the assigned task the committee shall be dissolved.

Currently, there are three ISSTs that function as subcommittees or work groups: Truancy, Developmental Delays and Domestic Violence. These ISSTs have a chair and co-chair that are chosen by ISSTs members. These members include representatives from mandatory and non-mandatory MOU agencies. The ISST works towards the goals of the CMP and provides direct/indirect coordination of services, resources, referrals, intervention to children, youth and families that can benefit from multi-systems. If the ISST needs 1451 funds to provide these direct/indirect services to children, youth and families, funds are requested by the ISST to the IOG. The IOG reviews all proposals and makes all decisions about how 1451 funds will be used. In general, the IOG oversees all activities of 1451.

- VII. Authorization to Contribute Resources and Funding. Each Party to this MOU represents that it has the authority to approve the contribution of time, resources, and funding to solve problems identified by the IOG in order to create a seamless, collaborative system of delivering multi-agency services to children and families. The resources and funding to be contributed are identified on page 2, Section III.
- VIII. Reinvestment of Moneys Saved. The IOG will create a procedure, subject to the approval of the head or director of each Party agency, to allow any moneys resulting from waivers granted by the federal government and any state general fund savings realized as a result of the implementation of services provided to children and families who would benefit from multi-agency services. Pursuant to this MOU to be reinvested by the Parties to this agreement in order to provide appropriate services to children and families who would benefit from integrated multi-agency services. ADAMS County DHS elects to: retain the non-county share of the under-expenditure of our general fund county child welfare block allocation or XX participate in surplus distribution for SFY 2011-12.
- IX. Performance-Based Measures. The Parties hereby determine that they will attempt to meet performance measures specified by the Department of Human Services ("DHS") and elements of collaborative management as defined by rule of the State Board of Human Services, ("State Board").

The IOG has a procedure in place that allows the fiscal agency, ACHSD, to carry over 1451 incentive funds from one year to the next if funds are not completely expended. The IOG makes all decisions on how funds will be expended for the purpose of 1451.

- X. Confidentiality Compliance. Parties agree that State and Federal law concerning confidentiality shall be followed by the Parties and IOG. Any records used or developed by the IOG or its members or by the ISST that relate to a particular person are to be kept confidential and may not be released to any other person or agency, except as provided by law. A single release of information is being developed.
- XI. Termination of MOU. The Parties acknowledge that withdrawal from this MOU of any statutorily required Party will result in the automatic termination of this Agreement and termination of the collaborative system of delivery of services developed

hereunder. The withdrawing Party shall assist the other Parties to achieve an orderly dissolution of the collaborative system with as little disruption as possible in the delivery of services provided to children and families who would benefit from multi-agency services.

- A. Withdrawal/Termination. Any Party may withdraw from this Agreement at any time by providing 30 days written notice to all other Parties.
- B. For Loss of Funds. Any Party may withdraw from this Agreement, or modify the level of its commitment of services and resources hereunder, effective immediately, in the event of loss or reduction of resources from its funding source identified herein. Any Party withdrawing due to loss of funds will provide notice of withdrawal, in writing within 30 days.

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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/28/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s), PRODUCER 1-303-534-4567 CONTACT CONTACT NAME: PHONE (A/C, No. EXI): E-MAIL ADDRESS: IMA, Inc. - Colorado Division FAX (A/C, No): 1550 17th Street Suite 600 Denver, CO 80262 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: PRINCETON EXCESS & SURPLUS LINES INS 10786 INSURED INSURER B: SAFETY NATL CAS CORP 15105 Maplaton Public Schools INSURER C : 591 East 80th Ave. INSURER D Denver, CO 80229 INSURER E INSURER F : COVERAGES **CERTIFICATE NUMBER: 28825112** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR TYPE OF INSURANCE POLICY EFF POLICY EXP POLICY NUMBER Α GENERAL LIABILITY 64A3EX000002706 07/01/12 07/01/13 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EG OCCURRINGE) \$ 10,000.000 X COMMERCIAL GENERAL LIABILITY \* Excluded CLAIMS-MADE X OCCUR MED EXP (Any one person) s Excluded BI/PD SIR:\$150,000 X 10,000,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: \$ 10,000,000 PRODUCTS - COMP/OP AGG POLICY AUTOMOBILE LIABILITY 54A3EX0000002706 07/01/12 07/01/13 COMBINED SINGLE LIMIT (Es socident) \$5,000,000 х ANY AUTO BODILY INJURY (Per person) S SCHEDULED AUTOR NON-OWNED ALL OWNED AUTOS BODILY (NJURY (Par secident) ж HIRED AUTOS PROPERTY DAMAGE (Per acaldant) Auto Liab Self Inga x х \$ UMBRELLA LIAB **OCCUR** EACH OCCURRENCE EXCESS LIAB CLAIMS-MADE AGGREGATE \$ DED RETENTION \$ 3 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY SP4045481 X WC STATU-07/01/12 07/01/13 ANY PROPRIETOR/PARTNER/EXEGUTIVE OFFICER/MEMBER EXCILUDED? (Mandatory in NH) N E.L. EACH ACCIDENT NIA \$ 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below WORKERS COMPENSATION AND EL DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 EMPLOYERS' LIABILITY SIR per Occurence \$550,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schadule, if more space is required) RE: Adems County Boys & Girls Club. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Adems County Liz Estrada 4330 9 Adems County Parkway AUTHORIZED REPRESENTATIVE Brighton, CO 80601 USA