

ATTACHMENT B

INTERGOVERNMENTAL AGREEMENT BETWEEN LA PLATA COUNTY AND PITKIN COUNTY FOR ECONOMIC ASSISTANCE SERVICES

THIS AGREEMENT is entered into this ____ day of _____, 2022, by and between the Board of County Commissioners of La Plata County, Colorado ("La Plata County" or "La Plata County Board") and the Board of County Commissioners of Pitkin County, Colorado ("Pitkin County" or "Pitkin County Board"), in their respective capacities and sitting as the County Boards of Social Services as defined in C.R.S. § 26-1-103(1) and § 26-1-116(l)(a).

RECITALS

WHEREAS, the parties to this Agreement have the authority pursuant to Article XIV, Section 18 of the Colorado Constitution and C.R.S. § 29-1-201, et. seq. to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually; and

WHEREAS, La Plata County wishes to engage the services of Pitkin County to provide, and Pitkin County wishes to provide, some but not all of the social services and programs serving the residents of La Plata County; and

WHEREAS, the parties to this Agreement do not intend to establish a district department of social services pursuant to C.R.S. § 26-1-115(2) and § 26-1-116; and

WHEREAS, by this Agreement, the parties wish to clarify their agreement regarding the provision of social services.

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. Services. Pitkin County shall provide the social services and programs as specified on the attached Exhibit "A" for La Plata County, the terms of which are expressly incorporated herein ("Services"). In connection with the provision of Services, the Director of the Pitkin County Department of Human Services ("Director") shall:
 - a. Ensure that Services comply with all applicable state and federal requirements;
 - b. Supervise all personnel of the Pitkin County Department of Human Services in their provision of Services; and
 - c. Electronically submit case and time reporting logs and an invoice to the Director of the La Plata County Department of Human Services on a monthly basis, no later than 20 days after the end of the previous month.
2. Compensation and Method of Payment. La Plata County shall compensate Pitkin

County for Services in accordance with the Compensation Rate and Fee Schedule set forth on the attached Exhibit "B," the terms of which are expressly incorporated herein. Pitkin County shall make written requests for payment on a monthly basis. La Plata County shall pay the amount requested to Pitkin County within thirty days of receipt of the written request from Pitkin County.

3. Term of Agreement. The term of this Agreement shall be for a period of six months, commencing on July 1st, 2022, and terminating on December 30th, 2022. This Agreement may extend for an additional six-month period upon the mutual agreement of the parties. Any extensions should be in the form of a written Addendum and signed by the parties.
4. Termination. This Agreement may be terminated by either party with or without cause upon fourteen (14) days prior written notice to the other party. Upon termination, each party shall be released from all further liability and obligations hereunder. In addition, either party may terminate this Agreement immediately without prior notice if any of the following occurs:
 - a. Either party breaches any provision of this Agreement; or
 - b. Either party commits an act of fraud, dishonesty or any other act of negligent, reckless or willful misconduct or violates any other provision of law.
5. Pitkin County Personnel. Pitkin County represents that it has, or will secure at its own expense, all personnel necessary to perform the Services. Such personnel shall not be employees of or have any contractual relationship with La Plata County and are not eligible for any benefits, unemployment compensation or any other benefits accorded to employees of La Plata County. Pitkin County agrees to perform the services hereunder as independent with discretion and control over the furnishing of services provided for in where such discretion and control is not otherwise pre-empted by terms of this Agreement. In no event shall any officers, or agents or employees of a party be deemed to be an officer, agent or employee of the other party.
6. La Plata County Personnel. La Plata County represents that it will provide or secure all personnel necessary to facilitate the provision of the Services and provide all other social services and programs to La Plata County residents not provided by Pitkin County.
7. Obligation to Keep Information Confidential, Secure Personal Information, and Notify of Breach. If Pitkin County or La Plata County maintains, stores, processes or has access to "personal information," as defined below, in providing the Services specified in this Agreement, Pitkin County and La Plata County agree that it shall guard such personal information from unauthorized access, use, modification, disclosure or destruction, pursuant to C.R.S. § 24-73-102, as amended. Pitkin County and La Plata County shall implement and maintain

reasonable security procedures and practices appropriate to the nature of the personal information.

Pitkin County and La Plata County shall notify each other within three (3) business days of any security breach or other unauthorized acquisition of personal information that compromises the security, confidentiality, or integrity of such personal information. Good faith acquisition of personal information by Pitkin County or La Plata County employees in performance the Services specified of this Agreement is not a security breach; provided, that the information is not used for any other purpose or subject to further disclosure. In the case of any breach or unauthorized access, Pitkin County and La Plata County shall cooperate with each other to provide information to affected persons and other third-parties, as required by this Agreement or C.R.S. § 24-73-103, as amended, and shall be solely responsible for any cost and expense related to notification depending on the nature and location of the breach. Pitkin County and La Plata County shall indemnify, defend and hold each other harmless for any claims, costs and expenses, damages and liability to any person or property whatsoever, based on a breach in Pitkin County or La Plata County security or other unauthorized access of personal information.

- a. Personal Information Defined: For purposes of this Agreement, “personal information” means the following: social security number; personal identification number; password; passcode; official state or government-issued driver’s license or identification card number; government passport number; employer, student or military identification number; health insurance identification number; financial transaction device (i.e., any instrument or device whether known as a credit card, banking card, debit card, electronic fund transfer card, or guaranteed check card, or account number representing a financial account or affecting the financial interest, standing, or obligation of or to the account holder, that can be used to obtain cash, goods, property, or services or to make financial payments, but shall not include a “check”, a “negotiable order of withdrawal”, and a “share draft” as defined in C.R.S. § 18-5-205, as amended); biometric data generated from measurements or analysis of human body characteristics for the purpose of authenticating an individual when s/he accesses online accounts; or any information about a person’s medical or mental health treatment or diagnosis by a health care professional.

8. Assignability. This agreement is not assignable by either party.
9. Modification. This Agreement may be changed or modified only in writing by an agreement approved by the respective Boards of the Governments and signed by authorized officers of each party.

10. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and all other promises and agreements relating to the subject of this Agreement, whether oral or written, are merged herein.
11. Severability. Should any one or more sections or provisions of this Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, the intention being that the various sections and provisions hereof are severable.
12. Notice. Any notice required or permitted under this Agreement shall be in writing and shall be provided by electronic delivery to the e-mail addresses set forth below *and* by one of the following methods 1) hand-delivery or 2) registered or certified mail, postage pre-paid to the mailing addresses set forth below. Each party by notice sent under this paragraph may change the address to which future notices should be sent. Electronic delivery of notices shall be considered delivered upon receipt of confirmation of delivery on the part of the sender. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

To: Pitkin County

Lindsay Maisch
Director of Human Services
0405 Castle Creek Road, Suite 103
Aspen, CO 81611
lindsay.maisch@pitkincounty.com

With copies to:

Pitkin County Attorney's Office
530 E. Main Street, Suite 301
Aspen, CO 81611
attorney@pitkincounty.com

To: La Plata County

Martha Johnson
La Plata County Director of Human Services
10 Burnett Court, First Floor
Durango, CO 81301
martha.johnson@co.laplata.co.us

With copies to:

Chuck Stevens
La Plata County Manager
1101 E. 2nd Avenue
Durango, CO 81301
chuck.stevens@co.laplata.co.us

13. Government Immunity. The parties agree and understand that both parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees.
14. Current Year Obligations. The parties acknowledge and agree that any payments provided for hereunder or requirements for future appropriations shall constitute only currently budgeted expenditures of the parties. The parties' obligations under this Agreement are subject to each individual party's annual right to budget and appropriate the sums necessary to provide the services set forth herein. No provision of this Agreement shall be construed or interpreted as creating a multiple

fiscal year direct or indirect debt or other financial obligation of either or both parties within the meaning of any constitutional or statutory debt limitation. This Agreement shall not be construed to pledge or create a lien on any class or source of either parties' bonds or any obligations payable from any class or source of each individual party's money.

15. Binding Rights and Obligations. The rights and obligations of the parties under this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
16. Agreement made in Colorado. This Agreement shall be construed according to the laws of the State of Colorado, and venue for any action shall be in the District Court in and for Pitkin County, Colorado.
11. Attorney Fees. In the event that legal action is necessary to enforce any of the provisions of this Agreement, the substantially prevailing party, whether by final judgment or out of court settlement, shall recover from the other party all costs and expenses of such action or suit including reasonable attorney fees.
12. No Waiver. The waiver by any party to this Agreement of any term or condition of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same original instrument.
14. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

The foregoing Agreement is approved by the Board of County Commissioners of Pitkin County, Colorado at its regular meeting held on the _____ day of _____, 2022.

The foregoing Agreement is approved by the Board of County Commissioners of La Plata County at its regular meeting held on the _____ day of _____, 2022.

In Witness whereof, the parties hereto have caused this agreement to be executed as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS (SEAL)
OF LA PLATA COUNTY, COLORADO

By: _____
Matt Salka, Chair Clerk to the Board

BOARD OF COUNTY COMMISSIONERS APPROVED AS TO FORM
OF PITKIN COUNTY, COLORADO

By: _____ By: _____
Patti Clapper, Chair Laura Makar, Assistant County
Attorney

Manager Approval:

By: _____
Jon Peacock, County Manager

EXHIBIT "A"
Scope of Services

The human services and programs to be performed or provided by Pitkin County for La Plata County ("Services") are as follows:

- A. Pitkin County shall provide eligibility redetermination services and other ongoing case management services for SNAP and Medicaid cases for residents of La Plata County. Pitkin County shall also provide human services supervision as appropriate and required by state statute for La Plata County SNAP and Medicaid cases. The Economic Assistance Manager will assume this responsibility (free of charge) outside of his normal work duties for Pitkin County
- B. La Plata County shall provide access to SNAP/Medicaid records (electronic and/or paper) as is deemed necessary.
- C. La Plata County supervisors shall electronically provide case documents to the Pitkin County staff members using encrypted email or a secure Google Drive. The amount of work and the frequency with which it is sent will be determined through ongoing coordination between the La Plata County supervisors and Pitkin County staff members. It is anticipated each Pitkin County Eligibility Technician will not provide more than 5 hours of services per week under this agreement. All documents that are sent to Pitkin County are expected to be worked within 5 business days.
- D. Pitkin County staff members will inform La Plata County supervisors on a minimum weekly basis regarding the status of case work that has been sent to Pitkin County.
- E. Any concerns about workload expectations or productivity will be addressed directly between Pitkin County and La Plata County staff members. Concerns that cannot be resolved between the staff members will be taken to the county directors.
- F. The estimated workload to be accomplished by each Pitkin County staff member is as follows: 1 or more RRR's (re-determination/re-certification/re-assessment) per hour worked. 1 or more changes for every 45 minutes worked (not RRRs).

EXHIBIT "B"
Compensation Rate

Pitkin County shall be compensated by La Plata County for the provision of the Services in Exhibit A as follows: La Plata County shall pay the Pitkin County employee overtime rate, because this work will be completed outside of each employee's regular 40-hour work week, which is anticipated to be at the overtime rate of \$54.75 per hour for Services rendered by Pitkin County Eligibility Technicians. Hours and compensation provided for Services shall be mutually agreed upon prior to the provision of services by La Plata County and Pitkin County. The cost of services shall not exceed \$50,000.00, unless mutually agreed upon by both parties.

All overtime costs for work related to this intergovernmental agreement with La Plata County will be paid by Pitkin County. This includes wages and associated taxes. Pitkin County will then submit invoices for complete reimbursement from La Plata County according to the schedule outlined in the intergovernmental agreement.

Each Pitkin County staff member subject to the terms of this Agreement shall complete monthly time reporting sheets to document the services and the time spent providing Services to La Plata County. All billing will occur based on the actual overtime pay rate of the eligibility technicians who are completing the case specific tasks.