

BCC

RESOLUTION NO. 24-338

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

**RESOLUTION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH CHEYENNE
COUNTY TO PROVIDE CHAFEE PROGRAM SERVICES**

WHEREAS, pursuant to C.R.S. §§ 30-11-101(1)(e) and 30-11-107(1)(e), the Board of County Commissioners of the County of El Paso, State of Colorado (hereinafter "Board"), has the legislative authority to represent the County and manage the business and concerns of the County; and

WHEREAS, the Chafee Foster Care Independence Program (CFCIP) is a federally funded statewide independent living program that is county administered. The purpose of the Chafee Foster Care Independence Program is to provide age or developmentally appropriate independent living resources to youth in out-of-home care who are at risk of aging out of foster care. These services shall supplement existing independent living resources and programs in county departments, residential childcare facilities and child placement agencies, and by federal statute, shall not replace or duplicate existing services.

WHEREAS, the State Chafee program made a request to larger county Chafee programs to offer supports and services to smaller county Chafee programs to help facilitate the objective of providing all children and youth in Colorado the opportunity to participate in the Chafee program if they are eligible to do so; and

WHEREAS, Cheyenne County (identified as the Partnering County in the IGA) has requested El Paso County (identified as the Host County in the IGA) provide services to children and youth residing in Cheyenne county; and

WHEREAS, the State will provide El Paso County with the Cheyenne County funding allocation to support these activities and El Paso County will invoice Cheyenne County for any incurred expenses above the Cheyenne County amount; and

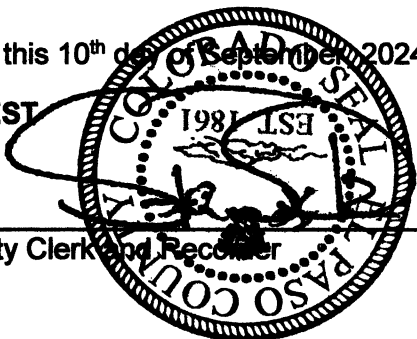
WHEREAS, the El Paso County Chafee program team will provide support and services as requested and compensated by Cheyenne County.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of the County of El Paso, State of Colorado, hereby acknowledges and approves entering into an Intergovernmental Agreement with Cheyenne County for Chafee Program services.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners, a duly elected, and qualified member, or the Vice Chair, a duly elected and qualified member of the Board of County Commissioners, be and is hereby authorized and appointed on behalf of the Board to execute any and all documents necessary to carry out the intent of the Board as described herein.

Done this 10th day of September, 2024 at Colorado Springs, Colorado.

ATTEST



County Clerk and Recorder

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

Camie Brannan
Chair

DHS-24-158
INTERGOVERNMENTAL AGREEMENT
BETWEEN
EL PASO COUNTY DEPARTMENT OF HUMAN SERVICES
AND
CHEYENNE COUNTY DEPARTMENT OF HUMAN SERVICES
FOR CHAFEE PROGRAM

WHEREAS, pursuant to §§30-11-101(1)(d)(e), and 30-11-107(1)(e) C.R.S., the Board of County Commissioners of El Paso County, Colorado ("BoCC") has the legislative authority to make all contracts and do all other acts as it deems expedient when deemed by the BoCC to be in the best interests of the County and pursuant to §29-1-203, C.R.S., governments are authorized to operate and contract with one another to provide services; and

WHEREAS, this Intergovernmental Agreement (IGA) is between El Paso County Department of Human Services (Host County) and Cheyenne County Department of Human Services (Partnering County) regarding the provision of Chafee program services; and

WHEREAS, this IGA is entered into in order to clarify and define the roles and responsibilities for each County (listed above) in order to meet the requirements of the Chafee Foster Care Independence Program (CFCIP) regarding Regional County agreements for services delivery of CFCIP participants; and

WHEREAS, it is the intent that by entering into this Agreement that El Paso County Department of Human Services and Cheyenne County Department of Human Services mutually agree to adhere to State and Federal statutes and policies that apply to the CFCIP program.

NOW, THEREFORE, for the reasons stated above and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned Parties agree to the following:

AGREEMENT

I. PARTIES

This Agreement is made between the following agencies:

The Board of County Commissioners of El Paso County, Colorado, for the benefit of the El Paso County Department of Human Services, located at 1675 W. Garden of the Gods Road, 3rd Floor, Colorado Springs, CO 80907.

And

The Board of County Commissioners of Cheyenne County, Colorado, for the benefit of the Cheyenne County Department of Human Services

II. TERM AND EFFECTIVE DATE:

This Agreement shall be deemed effective by the Agencies on October 1, 2024 and shall remain active through September 30, 2025. In the event funding for the Chafee program is not made available by the State, or the Partnering County wishes to operate its own Chafee program, the Agreement may be cancelled with thirty (30) days written notice to the Host County. Either Party may cancel this Agreement at any time, by providing a thirty (30) day written notice to the other county.

III. DEFINITIONS:

Chafee Participant:

1. **Chafee Eligibility:**
Minimum age: Age 14
Maximum age: 23rd birthday
2. **Eligibility for youth in foster care:**
Youth who have experienced foster care at age 14 or older are eligible for Chafee services. This means any youth in foster care, including extended foster care, may be served starting at age 14 up through their 21st birthday.
3. **Eligibility for youth who aged out of foster care at age 18 or older:**
Youth who aged out of foster care at age 18, 19 or 20 may be served up until their 21st birthday or their 23rd birthday if the state/tribe operates an extended foster care program for youth up to age 21 and chooses to exercise this option.
4. **Eligibility for youth who exited foster care to adoption or legal guardianship:**
Youth who exited foster care to either adoption or legal guardianship after attaining age 16 may be served until their 21st birthday or their 23rd birthday if the state/tribe operates an extended foster care program for youth up to age 21 and chooses to exercise this option.
5. **Eligibility for youth who exited foster care for reasons other than adoption, legal guardianship or aging out of foster care:**
Youth who exited foster care for reasons other than adoption, guardianship or aging out of foster care (e.g., youth who were reunified) may be served if they experienced foster care at age 14 or older. These youth may be served until their 21st birthday or their 23rd birthday if the state/tribe operates an extended foster care program for youth up to age 21 and chooses to exercise this option.

Host County: El Paso County Department of Human Services, Colorado

Partnering County: Cheyenne County Department of Human Services, Colorado

Chafee Foster Care Independence Program: The Chafee Foster Care Independence Program (CFCIP) is a federally funded statewide independent living program that is county administered.

The purpose of the Chafee Foster Care Independence Program is to provide age or developmentally appropriate independent living resources to youth in out-of-home care who are at risk of aging out of foster care. These services shall supplement existing independent living resources and programs in county departments, residential childcare facilities, and child placement agencies, and by federal statute shall not replace or duplicate existing services.

Roadmap to Success (RTS): Shall be developed in consultation with the youth, caseworker, care provider(s), and, at the option of the youth, up to two (2) other significant persons chosen by the youth who are not the foster parent or caseworker for the youth and documented in the FSP in the state automated system. If the county department of human or social services has good cause to believe an individual selected by the youth will not act in his or her best interest, the planning team may designate another advocate for the youth.

1. The case plan and court report following a staffing or meeting shall describe the services to help the youth transition to successful adulthood including, but not limited to participation in on-going opportunities to engage in age and developmentally appropriate activities, and, if the youth is pregnant and/or a parent, the supports provided to the youth.
2. The case plan shall document the rights of the youth to education, health, visitation, court participation, the right to stay safe and avoid exploitation, and the right to receive a credit report annually. A signed acknowledgement that the youth was provided a copy of these rights and that they were explained in an age or developmentally appropriate way, shall be included in the case plan.

Emancipation Transition Plan: The youth, county department caseworker, provider(s), and other representatives of the youth as appropriate, shall jointly develop a detailed, formal emancipation transition plan a minimum of ninety (90) business days prior to the projected emancipation date of the youth. The plan shall include, but not be limited to, the following:

1. Assurance that the plan meets the specific self-sufficiency/cost of living standard in the county of state where the youth plans to reside.
2. An individualized written assessment used to develop the plan that is as detailed as the youth elects and is signed and dated by the youth and the parties that developed the plan.
3. Personalization at the direction of the youth to meet the individual emancipation needs in order to help prevent homelessness.
4. Copies of verifiable vital documents required in Section 7.305.5.
5. Specific options for:
 - a. Housing,
 - b. Health insurance and health care decision-making information,
 - c. Education,
 - d. Local opportunities for safe mentors,
 - e. Continuing after-care support services, and
 - f. Work force supports and employment services.
6. The plan shall be documented in the State Department's automated system in the Family Services Plan, and a copy given to the youth free of charge.

IV. POINTS OF CONTACT:

The Host County primary point of contact for purposes of administration of this Agreement is:

Rachel Thornton
Contracts and Internal Compliance Manager
El Paso County Department of Human Services
RachelThornton@elpasoco.com
719.444.5483

The Host County primary point of contact for purposes of implementing this Agreement is:

Courtney Daugherty
Chafee Supervisor
El Paso County Department of Human Services
CourtneyDaugherty@elpasoco.com
719.651.9467

The Partnering County primary point of contact for purposes of administration of this Agreement is:

Jane Tallman, Director
Cheyenne County Department of Human Services
Jane.Tallman@state.co.us
719.767.5629

The Partnering County primary point of contact for purposes of implementing this Agreement is:

Jane Tallman, Director
Cheyenne County Department of Human Services
Jane.Tallman@state.co.us
719.767.5629

V. OBLIGATION OF BOTH PARTIES:

1. An authorized signatory from each the Host County and the Partnering County shall sign this IGA.
2. Both Counties entering this Agreement shall be responsible to communicate and coordinate with each other regarding case referral and to provide each other with pertinent information regarding the youth and any other issues deemed necessary for effective and constructive service delivery.
3. The Host County is responsible for Trails documentation regarding Chafee matters.
4. The Host County is responsible for providing funds for a Chafee participant being served by the Host County.

**INTERGOVERNMENTAL AGREEMENT
CONTRACT NO. DHS-24-158
FOR: CHAFEE PROGRAM
Page 5**

5. The Host County shall be responsible for documenting and tracking the Chafee funds disbursed and such funds shall be reflected in the Host County's annual reporting.
6. The Host County shall be responsible for expending funds per CFCIP and Federal guidelines, documentation of expenditures and reporting the annual expenditures in annual reports.
7. The Host County shall be responsible for compiling the annual individual data reports and submit them to the Chafee Program Coordinator: Derek Blake, 1575 Sherman Street, Denver, CO 80203, no later than March 1 of each year.
8. The writing and revision of the Youth Transition Plan shall include the Chafee participant, care providers, and representatives from both the Host County and the Partnering County.
9. The Host County will agree to update the Partnering County by use of Trails entry.
10. The Host County will provide any Chafee services determined necessary by the initial assessment in accordance with CFCIP regulations.
11. The Host County is responsible for writing reports and posting in Trails.
12. The Host County will inform the Partnering County of case closure through written documentation and will close the Independent Living case in Trails.
13. The Host County is responsible for providing a copy of the annual County Collaborative Chafee Plan to the Partnering County upon plan approval and shall ensure expenditures are allowable costs.

VI. HOST COUNTY RESPONSIBILITIES:

1. The Host County shall complete one hundred percent (100%) time tracking documentation for the following positions as needed:
 - Chafee Caseworker
 - Chafee Supervision
 - Chafee Case Aide
2. The Host County shall invoice the Partnering County for their proportional cost of positions listed about in item VI 1, based on one hundred percent (100%) time reporting. True and accurate one hundred percent (100%) time tracking documentation will be attached to the invoice.
3. The Host County shall retain and record documentation of all actual direct costs, including, but not limited to travel, classes, meetings, and events, for the Chafee program in the Partnering County. The state will allocate an amount in Chafee funds to the Host County for cost associated with serving the Partnering County. Unused Partner County allocation will automatically revert to the Host County at the end of the fiscal year.
4. The Host County shall retain and record documentation of Assistance Grant costs (gift cards, meals, and support as needed for participating youth in the Partnering County.)
5. The Host County shall invoice the Partnering County for total costs listed in items VI 2, 3, & 4 once the State-provided allocation for the Partnering County is exhausted. Invoices

and documentation shall be submitted to the Chafee Partnering County, monthly, by the tenth (10th) business day of the following month.

VII. PARTNERING COUNTY RESPONSIBILITIES:

1. The Partnering County shall pay the Host County as invoiced. Any costs incurred by the Host County that exceed the amount allocated by the State shall be paid to the Host County by the Partnering County.
2. The Partnering County shall process the invoice for the Host County's share within thirty (30) days of receiving the invoice.
3. The Partnering County shall pay the Host County, as invoiced, for all costs (mileage, meals, lodging, time reported salaries, and assistance grants) incurred, within thirty (30) days of receiving the completed invoice.

VIII. SPECIFIC PROVISIONS:

1. Chafee workers will be assigned by the Chafee Supervisor to work individually with each eligible youth.
2. Assigned Chafee workers will meet at least one (1) time per month individually (face to face) with the youth to work on specific goals as articulated in the RTS. This may be done in person or via virtual means.
3. Eligible youth from the Partnering County will have the opportunity to virtually attend the monthly 'Coffee with Chafee' events. Instructions and facilitation of the attendance will be done by the Host County.
4. Eligible youth will have the opportunity to attend a quarterly workshop hosted within a drivable distance from Cheyenne County, Elbert County, Kiowa County or Teller County. Workshop may be hosted in person or virtually. The Host County will coordinate the workshops and will bill the Partnering County as part of the allocation for each youth.
5. **Financial agreements:** The Host County receives a total regional award for the County Collaborative Chafee Plan submitted by the Host and Partnering Counties to the Colorado Division of Child Welfare. This award includes an amount for Chafee services to be provided to Chafee eligible youth from the Partnering County and for which referral is made to the Host County by the Partnering County requesting services. Any funds not expended by August 31st each year shall be expended at the discretion of the Host County. Any costs incurred by the Host County above the amount of the funds identified for the Partnering County in the regional award shall be invoiced to the Partnering County. The Partnering County is responsible for paying the invoice. Chafee funds shall be used in accordance with Federal guidelines in Public Law 106-169 and 2 C.F.R. Part 200, and per federal statute Title IV-E of the Social Security Act at Section 477.

IX. LIABILITY:

1. CGIA: No provision of this IGA shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations provided to each Party by the Colorado Governmental Immunity Act. C.R.S. §24-10-101, et. Seq. and Article XI of the Colorado Constitution. Nothing in this IGA shall be construed to place the personnel of the Party

**INTERGOVERNMENTAL AGREEMENT
CONTRACT NO. DHS-24-158
FOR: CHAFEE PROGRAM
Page 7**

under the control or employment of the other party. The Parties to this IGA are not partners or acting as a joint venture as a result of this IGA.

2. Liability: Each Party agrees to be responsible for its own liability (acts and omissions of its own employees) incurred as a result of its participation in this IGA, and to defend its own liability actions, should it be needed. In the event any claim is litigated, each of the Parties will be responsible for its own expenses of litigation or other costs associated with enforcing this IGA. In the event any claim is made under this IGA by a Party to this IGA or a third party, each Party will be responsible for its own representation, expenses of litigation or other costs.

X. SEVERABILITY:

It is understood and agreed by the Parties that if any part, term, or provision of this IGA is held by a court of competent jurisdiction to be illegal or in conflict with any federal or Colorado State laws, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the IGA did not contain the particular part, term or provision determined by the court to be invalid.

XI. GOVERNING LAW:

This IGA shall be governed by and interpreted in accord with the established laws of the State of Colorado. If any action should arise as a result of a dispute under this IGA, court jurisdiction shall be exclusively in the District Court of the Host County.

XII. NOTIFICATIONS and CORRESPONDENCE:

All notices shall be in writing and shall be valid and sufficient if dispatched via U.S. Mail or email to the following individuals:

Host County:

El Paso County Department of Human Services
Rachel Thornton
Contracts and Internal Compliance Manager 1675
West Garden of the Gods Rd., 3rd Floor Colorado
Springs, CO 80907 RachelThornton@elpasoco.com

Partnering County:

Cheyenne County Department of Human Services
Jane Tallman, Director
560 West 6th Street N
P.O. Box 146
Cheyenne Wells, CO 80810
Jane.Tallman@state.co.us

XIII. APPROPRIATION:

In accord with the Colorado Constitution, Article X, Section 20, provision of funding by any Party is expressly subject to annual appropriation of funds by the Parties' governing bodies.

INTERGOVERNMENTAL AGREEMENT
CONTRACT NO. DHS-24-158
FOR: CHAFEE PROGRAM
Page 8

IN WITNESS WHEREOF, the parties thereto have executed this Agreement on the 21st day of August, 2024.

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

BY: Cami Bramer
CHAIR 24-338

ATTEST:

BY: [Signature]
COUNTY CLERK AND RECORDER

APPROVED AS TO FORM

BY: Doreen H. Spotts
OFFICE OF THE COUNTY ATTORNEY

CHEYENNE COUNTY DEPARTMENT
OF HUMAN SERVICES

BY: Jane Tallman
AUTHORIZED REPRESENTATIVE