

## AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_, by and between the Archuleta County Department of Human Services (hereinafter referred to as "County" or "DHS") and the The Training Advantage (hereinafter referred to as "Contractor").

**WHEREAS**, DHS is desirous of entering into an agreement with a contractor to provide Colorado Works Case Manager and programs that will assist TANF participants become self-sufficient. Contractor is responsible for any eligibility determination and maintaining eligibility documentation.

**NOW THEREFORE, IN CONSIDERATION** of the monies to be provided and received and the other terms and conditions contained herein, the parties hereto agree as follows:

### **1) TERM**

The term of this contract will be from July 1, 2019, until June 30, 2020, unless terminated by either party according to the terms contained herein.

### **2) TERMINATION**

Either party upon 30 days written notice to the other party at the address contained herein may terminate this Agreement for any reason.

Archuleta County  
Department of Human Services  
P.O. Box 240  
Pagosa Springs, CO 81147

The Training Advantage  
P.O. Box 800  
Ignacio, CO 81137

### **3) COMPENSATION**

County agrees to purchase, and Contractor agrees to furnish service to be billed at the following rates:

- The Compensation referred to herein shall be drawn monthly. The monthly amount paid will be based on the monthly activity report that will accompany monthly invoices. The Contractor agrees to supply an invoice and monthly reports no later than the 10<sup>th</sup> day of the month following the month services were provided, indicating that the services have been provided for the prior month. Under no circumstances shall the DHS pay any amount for compensation exceeding the above referenced total sum. Failure to provide invoices as required herein during the term of this Agreement shall relieve DHS of payment for those respective services.
- The total for the Contract shall not exceed \$55,095.00.

### **4) CONFIDENTIALITY**

Contractor agrees to safeguard information and confidentiality of cases referred by DHS to the Contractor.

**5) TIME**

Time is of the essence for all provisions of this Agreement.

**6) APPLICABLE AUTHORITY**

This Agreement shall be construed under the laws of the State of Colorado.

**7) DEFAULT REMEDIES**

In the event of default by either party to this Agreement, the non-defaulting party shall give written notice of the default to the defaulting party at the address listed herein. In the event the defaulting party does not cure its default within 10 days after the mailing of the notice then the non-defaulting party may declare this Agreement materially breached and may seek any and all remedies at law or in equity. The non-defaulting party shall be awarded its reasonable attorney's fees and costs in enforcing this Agreement.

**8) INDEMNITY**

Contractor shall indemnify the DHS from any action based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulations, and the defense of any such claims or actions.

**9) SEVERABILITY**

The parties hereto agree that each term and condition contained herein is severable. In the event any term or condition is determined to be illegal or unenforceable, it shall not affect the enforceability of the remaining terms of this Agreement.

**10) BINDING**

This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

**11) APPROPRIATION**

This Agreement shall be subject to and conditioned upon appropriation of funds by the Archuleta Board of County Commissioners. Any financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted or otherwise made available.

**12) REPORTING REQUIREMENTS**

The Contractor will provide DHS with monthly activity reports and these reports will include:

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### **13) CONTRACTOR DUTIES AND RESPONSIBILITIES**

The Contractor shall be responsible for the administration and provision of services as described in Exhibit A.

### **14) COMPLIANCE MONITORING**

County reserves the right to periodically inspect project work. If work is being performed incorrectly, the County may notify Contractor of such deficiency and offer Contractor an opportunity to correct said work, or if such incorrect work constitutes a substantial breach of this Agreement, County reserves the right to terminate this Agreement immediately upon written notice to Contractor. In the event of a default by either party to this Agreement, the non-defaulting party may seek any and all remedies at last or in equity.

### **15) MODIFICATIONS AND AMENDMENT**

- Modifications by Operation of Law – This Agreement is subject to such modifications as may be required by changes in federal or state law or regulations. Any such required modification shall be incorporated into and be part of this Agreement as if fully set forth herein.
- Programmatic or Budgetary Modifications – No programmatic or budgetary modifications that affect the project shall be made by the Contractor without the County's written authorization after written request by the Contractor. DHS may withhold such authorization in its good faith discretion.
- Other Modifications – If either DHS or the Contractor desire to modify the terms of this Agreement other than set forth in Subparagraphs (a) and (b) above, written notice of the proposed modification shall be given to the other parties in an amendment to this Agreement properly executed and approved in accordance with applicable law.

### **16) HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) - federal law and regulations governing the privacy of certain health information.

### **17) INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be and remain at all times, employees of the Contractor for all purposes. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE**

COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

#### **18) NO WAIVER OF GOVERNMENTAL IMMUNITY ACT**

The Parties hereto understand and agree that DHS, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to DHS.

#### **19) COUNTERPARTS**

This Contract may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile, electronically scanned, or electronically signed copies of an original signature by either Party shall be binding as if they were original signatures.

#### **20) ASSIGNMENT**

Except for Contractor's normal and customary business processes, Contractor covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of DHS. Any attempt by Contractor to assign or transfer its rights hereunder shall, at the option of DHS, void the assignment or automatically terminate this Contract and all rights of Contractor hereunder.

#### **21) SIGNATORY AUTHORITY**

Each person signing this Contract in a representative capacity expressly represents that the signatory has the subject Party's authority to so sign and that the subject Party will be bound by the signatory's execution of this Contract.

#### **22) NO THIRD-PARTY BENEFICIARIES**

Nothing in this Contract shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. This Contract shall not confer any right, or remedy upon any person other than the Parties.

#### **23) AMBIGUITIES**

Each Party and its legal counsel have reviewed this Contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Contract.

#### **24) ENTIRE CONTRACT**

This Contract, together with its exhibits and attachments, is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever.

**IN WITNESS WHEREOF**, the parties hereto have agreed the day and year first above written.

\_\_\_\_\_  
Matthew A. Dodson, Director  
is Archuleta County Department of  
Human Services

Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Niewold, Exec./Development Director  
The Training Advantage

Date: \_\_\_\_\_

\_\_\_\_\_  
Archuleta County Commissioner Chair

\_\_\_\_\_  
Date

**EXHIBIT A**  
**The Training Advantage**  
**TANF Services**

The goal of the Archuleta County Colorado Works Program is to promote the long-term economic well-being of our community, through preparation for and attachment to employment for those who are able to work. Archuleta County prioritizes attachment to jobs that offer a family sustaining wage and/or the opportunity for career advancement within our county. We have designed our Colorado Works program to engage individual participants with the services, opportunities, resources and tools they need to successfully find and maintain employment, and advance in their career. For those who are not readily able to work, Archuleta County Colorado Works Program offers supports and services intended to increase employability and promote family safety and stability.

The Colorado Works Program is designed to support the following federal and state purposes as specified in statute at Section 26-2-705, C.R.S:

- Assist participants to terminate their dependence on government benefits by promoting job preparation, work and marriage;
- Provide assistance to needy families so that children may be cared for in their homes or in the homes of family members;
- Prevent and reduce the incidence of out-of-wedlock pregnancies and to establish annual numerical goals for preventing and reducing the incidences of these pregnancies;
- Encourage the formation of two-parent families

County Department of Human Services Obligations:

- Archuleta County Department of Human Service (ACDHS) will provide The Training Advantage (TTA) with Colorado Works/TANF appropriate client referral information.
- Archuleta County Department of Human Service (ACDHS) will monitor provision of contracted services.
- Archuleta County Department of Human Service (ACDHS) will compensate TTA after receipt of billing statement for services rendered satisfactorily and in accordance with this Contract.

The Training Advantage, Colorado Works Case Manager Obligations:

- The Training Advantage will hire and supervise a Colorado Works Case Manager. The Training Advantage Supervisor will review case audit recommendations made by ACDHS with the Colorado Works Case Manager to support necessary change for program implementation.

- The Training Advantage Colorado Works Case Manager will complete periodic case audits with Department staff.
- The Training Advantage Colorado Works Case Manager will comply with all Colorado Works State and Federal regulations.
- The Training Advantage Colorado Works Case Manager will meet or exceed the Federal Colorado Works measure used to demonstrate employability.
- The Training Advantage Colorado Works Case Manager will complete an initial Colorado Works Assessment and assure a copy of the assessment is kept on file.
- The Training Advantage Colorado Works Case Manager will conduct a face-to-face meeting with the participants and complete a Roadmap/Employment Plan.
- The Training Advantage, Colorado Works Case Manager will assure the Roadmap / Employment Plan is signed by the participant and a copy is kept on file.
- The Training Advantage Colorado Works Case Manager will assist the participant to improve employability by referring the participant to appropriate services (job training, vocational education, adult education, Job Search, etc).
- The Training Advantage Colorado Works Case Manager will maintain communication and collaborate with the ACDHS Two-Generation Family Advocate.
- The Training Advantage Colorado Works Case Manager will perform case management (to include extensive case management) duties for clients. The Colorado Works Case Manager will complete a minimum of two client contacts monthly, at a minimum one will be in person. Additional contacts may be necessary depending on the client's individual case management needs. Contacts and required documentation will be entered in CBMS within two business days of making contact with a client and will reflect the activities being completed to assist the client in attaining self-sufficiency.
- The Training Advantage Colorado Works Case Manager will evaluate and reassess services on an ongoing basis throughout each case and reflect the assessment in CBMS case comments. The Training Advantage Colorado Works Case Manager will enter and update client information in CBMS within two business days of making contact with a client.
- The Training Advantage Colorado Works Case Manager will recommend sanctions and take action when participants fail to comply with the Roadmap or TANF requirements.
- The Training Advantage Colorado Works Case Manager will complete the TANF Eligibility Requirement Documentation to determine if a household is TANF eligible for a Colorado Works transportation bus pass or other services.
- The Training Advantage Colorado Works Case Manager will submit the TANF Eligibility Requirement Documentation form, the log sheet and any supporting documentation by the last working day of the month to the Archuleta County Transportation Department and ACDHS Finance.
- The Training Advantage Colorado Works Case Manager will participate in recommended training up to and including Colorado Works Eligibility training and mentoring/shadowing opportunities as needed and when approved by ACDHS and TTA. Training costs will be assessed on a case-by-case basis and as funding allows.
- Subsidized employment and support service opportunities will be made available, as funding allows, to participants who demonstrate readiness for job placement.

- The Training Advantage is responsible for providing workers compensation coverage for any subsidized employment opportunities offered to program participants.
- The Training Advantage, Colorado Works Case Manager will utilize instruction and/or individualized curriculum with participants that will include the following:
  - ✓ Building Self-Esteem
  - ✓ Goal Setting/Career Pathways
  - ✓ Resume Writing
  - ✓ Application Completion
  - ✓ Interviewing Skills
  - ✓ Job Search
  - ✓ Conflict Resolution
  - ✓ Diversity and Communication
  - ✓ Employee Responsibilities and Ethics
- The Training Advantage Colorado Works Case Manager will provide Work Readiness/Job Search training for non-Colorado Works but TANF-eligible participants recruited from Child Welfare, Life Skills, Family and Fatherhood Advocates, Medicaid and Child Support.
  - ✓ 4 hours per person for one-on-one training
  - ✓ Two 4 hour sessions for groups