

## PUBLIC CONTRACT FOR SERVICES

**THIS PUBLIC CONTRACT FOR SERVICES** (the “Contract”) is made and entered into this — day of \_\_\_\_\_, 2024, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **THE ASPEN EFFECT** (the “Beneficiary”), a not-for-profit organization authorized to do business in Colorado. The County and the Beneficiary are hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

### RECITALS

**WHEREAS**, the County is undertaking certain activities for suicide prevention; and

**WHEREAS**, the County desires to engage the Beneficiary to render certain professional services and assistance in connection with such undertakings of the County; and

**WHEREAS**, the Beneficiary has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

**1. LINE OF AUTHORITY:** Laura Ciancone, Douglas County Mental Health Division Manager (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Beneficiary under this Contract.

**2. SCOPE OF SERVICES:** All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by the Beneficiary.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Beneficiary’s compensation, which are mutually agreed upon between the County and the Beneficiary, shall be in writing and shall become part of this Contract upon execution.

The Beneficiary agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Beneficiary shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Beneficiary and the County for the use and occupancy by the Beneficiary of any County facilities or space.

**3. COMPENSATION:** Subject to the Maximum Contract Expenditure and all other provisions of this Contract, the County agrees to pay to the Beneficiary, and the Beneficiary agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the Term hereof, in accordance with the terms set forth herein.

**4. MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **ONE HUNDRED THIRTY-THREE THOUSAND EIGHT HUNDRED TWENTY DOLLARS AND NO CENTS (\$158,445.18)** for fiscal year 2025. **Twenty-four thousand six hundred thirty-five dollars and 18 cents (\$24,635.18) in unspent funds from 2024 is rolling over to the 2025 budget.** In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for the Beneficiary. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure. Funding in year three (3) of the Term is dependent upon performance in year 2 of the Term.

**5. TERM:** It is mutually agreed by the Parties that the term of this Contract shall commence as of 12:01 a.m. on **January 1, 2025**, and terminate at 12:00 a.m. on **December 31, 2025**. This Contract and/or any extension of its original Term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding Term.

**6. INVOICING PROCEDURES:** Payments shall be made to the Beneficiary in a lump sum each Term for the total amount newly allocated in that year (\$133,820.00). Payments will be made to the Beneficiary within thirty (30) days, or within a mutually agreed upon period after the County has received a completed invoice from the Beneficiary. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Beneficiary's activities and services rendered, as the County deems appropriate to support the payments to the Beneficiary. The signature of an officer of the Beneficiary shall appear on all invoices certifying that the invoice has been examined and found to be correct. The unspent \$24,635.18 from 2024 rolling over to the 2025 budget is already within The Aspen Effect's account and therefore shall not be invoiced by The Aspen Effect nor paid for by the County in 2025.

**7. CONFLICT OF INTEREST:** The Beneficiary agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Beneficiary further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Beneficiary by placing the Beneficiary's own interests, or the interest of any party with whom the Beneficiary has a contractual arrangement, in conflict with those of the County.

**8. INDEMNIFICATION:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Beneficiary or any other person or entity whatsoever, for any purpose whatsoever. The Beneficiary shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Beneficiary need not indemnify or save harmless the County, its commissioners, officials, officers, directors, agents and employees from

damages resulting from the sole negligence of the County, its commissioners, officials, officers, directors, agents and employees.

**9. INDEPENDENT CONTRACTOR:** The Beneficiary is an Independent Contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Beneficiary to perform work under this Contract shall be, and remain at all times, employees of the Beneficiary for all purposes. The County shall have no responsibility for any federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees of the Beneficiary and/or its designated agent(s). The Beneficiary acknowledges that it and its employees are not entitled to Workers' Compensation benefits or Unemployment Insurance benefits from the County, unless the Beneficiary or a third party provides such coverage, and that the County does not pay for or otherwise provide such coverage. The Beneficiary shall provide and keep in force Workers' Compensation (and provide proof of such insurance when requested by the County) and Unemployment Compensation insurance in the amounts required by law, and shall be solely responsible for its own actions, its employees and agents.

**10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that the County, 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 the County.

**11. ASSIGNMENT:** The Beneficiary 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 the Authorized Representative. Any attempt by the Beneficiary to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Beneficiary hereunder.

**12. COUNTY REVIEW OF RECORDS:** The Beneficiary agrees that, upon request of the Authorized Representative, at any time during the Term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Beneficiary shall maintain such records until the expiration of three (3) years following the end of the Term of this Contract.

**13. OWNERSHIP OF DOCUMENTS:** Drawings, specifications, guidelines and any other documents prepared by the Beneficiary in connection with this Contract shall be the property of the County.

**14. ASSIGNMENT OF COPYRIGHTS:** The Beneficiary assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Beneficiary waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

**15. TERMINATION:** The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Beneficiary of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Beneficiary pursuant to this Contract shall become the County's property. The Beneficiary shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Beneficiary shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Beneficiary.

**16. NOTICES:** Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Beneficiary to:                      Laura Ciancone, Douglas County Mental Health Division Manager  
4400 Castleton Court  
Castle Rock, CO 80109  
Ph: (720) 520-2497  
E-mail: [lciancone@douglas.co.us](mailto:lciancone@douglas.co.us)

with a copy to:                                      Douglas County Attorney's Office  
100 Third Street  
Castle Rock, CO 80104  
Ph: (303) 660-7414  
Email: [attorney@douglas.co.us](mailto:attorney@douglas.co.us)

and by the County to:                              The Aspen Effect  
Attn: Jerry Van Leuven  
P.O. Box 798  
Castle Rock, CO 80104  
Ph: (720) 500-4308  
Email: [jerryv@theaspeneffect.org](mailto:jerryv@theaspeneffect.org)

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The Parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

**17. NONDISCRIMINATION:** In connection with the performance of work under this Contract, the Beneficiary agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of

race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

**18. GOVERNING LAW; VENUE:** This Contract shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Beneficiary expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

**19. COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Contract by the Beneficiary shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Beneficiary shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

**20. SEVERABILITY:** In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either Party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

**21. NO THIRD-PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Beneficiary, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

**22. ADVERTISING AND PUBLIC DISCLOSURE:** The Beneficiary shall not include any reference to this Contract or services performed pursuant to this Contract in any of the Beneficiary's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners.

**23. PRIORITY OF PROVISIONS:** In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1<sup>st</sup> This Contract, Sections 1 through 28
- 2<sup>nd</sup> Request for Proposal (if applicable)
- 3<sup>rd</sup> Exhibit E- Insurance Requirements
- 4<sup>th</sup> Exhibit A- Scope of Work
- 5<sup>th</sup> Exhibit B- Method of Payment
- 6<sup>th</sup> Exhibit C- Project Budget
- 7<sup>th</sup> Exhibit D- Project Workplan
- 8<sup>th</sup> Response to the grant application (if applicable)

**24. HEADINGS; RECITALS:** The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

**25. ENTIRE AGREEMENT:** The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the Parties with the same formality as this Contract.

**26. INSURANCE:** The Beneficiary shall be required to maintain the insurance requirements provided in Exhibit E, attached hereto and incorporated herein by reference. The Beneficiary shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Beneficiary's insurance coverage during the term of this Contract.

**27. COUNTY EXECUTION OF AGREEMENT:** This Contract is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

**28. FORCE MAJEURE:** No Party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a Party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the County and the Beneficiary have executed this Contract as of the above date.

**THE ASPEN EFFECT**

**BY: Jerry Van Leuven**

**ATTEST: (if a corporation)**

**Printed Name** \_\_\_\_\_

\_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Signature of Notary Public Required:**

STATE OF \_\_\_\_\_ )

)

ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

Witness my hand and official seal

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS**

**BY:** \_\_\_\_\_

**George Teal, Chair**

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**APPROVED AS TO FISCAL CONTENT:**

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
**Andrew Copland  
Director of Finance**

\_\_\_\_\_  
**Arielle J. Denis  
Assistant County Attorney**

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**APPROVED AS TO INSURANCE REQUIREMENTS:**

\_\_\_\_\_  
**Megan Datwyler  
Risk Manger**

**DATE:** \_\_\_\_\_



## Exhibit A SCOPE OF WORK

The County is partnering with the Beneficiary, a non-profit based in Castle Rock, Colorado, through the County American Rescue Plan Act (ARPA) Suicide Prevention Grant Program to implement suicide prevention strategies targeting children and youth ages nine (9) to 18. The Beneficiary is receiving \$133,820.00 in year three of the grant contingent upon performance in year two. Twenty-four thousand six hundred thirty-five dollars and eighteen cents (\$24,635.18) in unspent funds from 2024 is rolling over to the 2025 budget. Excerpts from the Beneficiary's scope of work response in the grant application are included in Exhibit A to describe the elements that will be funded through this grant program. The County expects this scope of work to be executed during the funding Term.

### A. General Provisions

The following was submitted as a scope of work description by the Beneficiary in their ARPA Suicide Prevention Grant Program application:

The Aspen Effect builds resiliency in Douglas County youth within a unique animal environment, with a caring mentor team, and a strengths-based approach. The goal of providing mentoring for youth in Douglas County that help them develop resilience, confidence, and improved mental health is common to all programs. A relationship with family, community, and nature provides youth with a shared way to heal and thrive with new skills and a strong network of people. When youth strongly identify with a collaborative, caring tribe, they are better prepared to handle their own challenges.

Each youth program we provide is built upon the ability for volunteer, background-checked, certified adult mentors to follow a unique, strength-based approach. Half of the elements in this approach serve as the foundational structure of each program, the other half represents the results we are hoping to achieve with each youth.

### FOUNDATIONAL ELEMENTS

All mentors are trained on how to create physical, emotional, and legal **safety** for youth and for our program. They learn the importance of being **prepared** for each one-on-one mentoring session and the importance of being **flexible** and allowing focus on the youth to determine what the experience looks like. Finally, The Aspen Effect uses a *wrap-around approach* that includes the parent/guardian as part of the **family team**. We want the benefits gained in our programs to last beyond the experiences, so connecting with parents provides integration into homes and beyond the period of the program.

### OUTCOME ELEMENTS

The most important outcome mentors work toward is to help the youth create a **new story** about themselves. Kids who have been labeled as bullies can learn the importance of appropriate assertiveness and realize they have the propensity to advocate for themselves. Youth who think of themselves as cutters can explore the fact that they spend more time *not* cutting than they do cutting, and celebrate that fact. The encouragement of this type of aspirational thinking is rooted

in positive psychology and can result in increased self-esteem, confidence, ambition, and overall healthy human development. Other outcomes we strive to achieve are creating **fun** and memorable experiences, connecting **learning moments** at the farm to life lessons, and building strong trust, **friendship** and acceptance. Most importantly, the research shows that having a trusted relationship with one caring adult is one of the top factors for prevention of youth suicide and suicidal ideation.

## PROGRAMS

Under this grant in 2025, The Aspen Effect will continue offering our five core programs: Animal Lovers Volunteer Club, Teen Advisory Board, Mini Horse Resilience Camp (formally known as Mini Horse Leadership School), Ranch Therapy, and Ranch Hand Service Crew. Youth Resilience Coaching is being integrated into Teen Advisory Board.

### Animal Lovers Volunteers Club

In this 10-week program, each youth is matched with an adult mentor who works alongside him/her to develop a friendship and facilitate reflection on how the experiences they have together apply to real life situations. They might decide to clean the goat pen and learn how to navigate life during their time together or groom a mini horse. Cleaning a goat pen or grooming a mini horse can teach them how to connect with something, work hard, take initiative, be creative and have fun! Youth are also encouraged to complete a creative project with their mentor while they are together (fixing something on the farm, painting a picture on canvas or learning how to play the guitar, etc.). This project gives the mentor and The Aspen Effect an opportunity to validate the youth for something they are good at.

### Teen Advisory Board (TAB)

TAB is a group of high school teens that meet at least once a month to focus on learning mental health best practices, connecting other teens to life-saving mental health resources and raise awareness about the realities of teen suicide in Douglas County. They also serve as youth communication coaches for adults who focus on teen suicide. Already, they have served as keynote speakers at the 2021 Douglas County Youth Congress, presented to the Colorado Attorney General's Office, and presented to the Douglas County School Resource Officers. Youth Resilience Coaching will be offered to each of the participating youth on this board, including both group and individual coaching.

### Mini Horse Resilience Camp

In this unique group mentoring program, 9–13-year-olds are taught four life skills of Empathy, Safety, Health, and Positive Mindset from a mini horse faculty. The learning comes from the demonstration of a handling skill, an opportunity to practice the skill directly with a mini horse, and a final debrief discussion on how the skills taught by these animals relate to navigating real life. For example, learning to approach a mini horse by respecting the animal's individual personality, is not much different than learning to influence others by meeting them where they are at. Parents are also debriefed separately to use and practice these skills with their youth at home and sent four automated emails once per week for four weeks after the camp with a link to online and community sources for each of the four skills.

## Ranch Therapy

In 2025, we will begin offering free Ranch Therapy or one-on-one time with a licensed therapist, using the various animals and spaces on the ranch. This will serve as a “next step” for youth that need more than a mentoring experience. We will either pay our therapist or partner with Second Wind Fund for funding.

## Ranch Hand Service Crew

In this program, high school students are given a unique opportunity in an outdoor/animal environment each month to earn required service volunteer hours at our ranch. They will also be fed lunch and participate in a Teen Financial Mini Class by the program’s sponsor, Fidelis Wealth. Teens will choose between working on a ranch project outdoors for Happy Dog Ranch or serving another community or mental health organization indoors in the barn. During each service project, we will share our programs and give youth an opportunity to enroll as a mentee or as a youth mentor at The Aspen Effect.

## UTILIZATION OF FUNDING

Funding will be used to support the continued growth of the organization. Still in the start-up phase of organizational development, The Aspen Effect is in need of investment to secure staffing positions, scale process efficiencies, and build up program resources. Executive Director Jerry Van Leuven has invested considerable voluntary time and personal resources to bring the organization to its current position. To ensure the organization’s continued growth, it is important to convert the Executive Director position to a paid position and to hire a program director. The accompanying budget details projected expenditures at each key stage of project development, with major budget items including General Program Costs, Payroll, Mentor Training, Program Outreach, Process Improvements and Infrastructure Development.

Year three (2025) goals, objectives, and activities are described in Exhibit D.

### **A. Reporting and Data**

- a. The Beneficiary will prepare and provide a progress report which captures activities, outputs and outcomes identified in the Workplan as required by the County, and metrics from the 2021-2026 County Public Health Improvement plan if indicated, on a bi-annual basis, by July 30<sup>th</sup> for January to June activities, and by January 31<sup>st</sup> for July to December activities. The Beneficiary is required to report only activities, outputs and outcomes related to the funding received. The Beneficiary shall also prepare and provide a progress report ahead of contract renewal, if applicable, by October 31<sup>st</sup> each year.
- b. The Aspen Effect is a Beneficiary of ARPA Revenue Replacement funds. Treasury Guidance (SLFRF Final Rule FAQs) indicate that, “Treasury is not collecting subaward data for projects categorized under Expenditure Category Group 6, “Revenue Replacement.” Treasury has determined that there are no subawards under this eligible use category. The Beneficiary acknowledges that these reduced reporting standards are subject to change at the discretion of the US Department of

Treasury, and agrees to provide such financial, performance, compliance reporting and/or records in such form as may be requested by the County.

For this Contract, the County staff shall:

- A. Schedule, at a minimum, twice a year check-ins with the Beneficiary, or as needed to address any Beneficiary questions, or issues as they arise, for example, billing, reporting, etc.
- B. Oversee contract management to include oversight and adherence to terms, reporting, amendments, and contract renewals.
- C. Review the Beneficiary's invoices, ensure compliance with award requirements, and submit all invoices for approval and payment.

**Exhibit B  
METHOD OF PAYMENT**

- A. Reimbursement and budget are described herein. These are all federal funds provided via the American Rescue Plan Act (ARPA) and designated by the County as Revenue Recovery.
- B. For services outlined in Exhibit A, the Beneficiary shall generate documentation monthly that is sufficiently detailed as defined by the County to substantiate expenses and support service provision and maintain all documentation in an organized and auditable manner for four (4) years.
- C. Payments under the Contract shall not exceed the Contract Paragraph 4 Maximum Contract Expenditure for the Contract Paragraph 5 Term. The Beneficiary shall bill annually and be paid in a lump sum for the total annual budget each Term for approved expenses outlined below and in the Project Budget described in Exhibit C. The Beneficiary will reimburse the County its unspent funds unless given permission by the County to roll unspent funds from one year to the next.
- D. The Beneficiary will be provided a lump sum for services rendered as outlined below to the County’s satisfaction. The Beneficiary may seek reimbursement for the items outlined in Table 1: 2025 below for the respective calendar year and expense category, with the exception of unspent funds rolling from the 2024 budget to the 2025 budget.

**Table 1: 2025. Approximate period of performance: January 1, 2025 – December 31, 2025**

Budget Category	Executive Director	Program Management	General operations, animal care, security system, youth outreach marketing, mentor outreach and development	2024 Roll-Over	TOTAL
Personnel Services/Salaried Employees	\$60,000.00	\$35,000.00			\$95,000.00
Supplies and Operating			\$38,820.00		\$38,820.00
2024 Roll-Over				\$24,635.18	Not invoiced in 2025
<b>TOTAL</b>					<b>\$133,820.00</b>

- E. Invoices and back-up documentation may only be sent via: a) secure email to [mhaccounting@douglas.co.us](mailto:mhaccounting@douglas.co.us) and the County Mental Health Division Manager at [lciancone@douglas.co.us](mailto:lciancone@douglas.co.us), b) posted to the County’s ARPA Suicide Prevention Grant Teams site to the Beneficiary’s private channel, or c) mailed to:

Douglas County Human Services  
Attn: Laura Ciancone  
4400 Castleton Court  
Castle Rock, CO 80109

The Beneficiary will email [lciancone@douglas.co.us](mailto:lciancone@douglas.co.us) when new invoices have been added to the Teams site or existing documents are edited on the Teams site.

**Exhibit C**  
**PROJECT BUDGET**

Included as an attachment.

**Exhibit D**  
**WORK PLAN**

Included as an attachment.



**Exhibit E**  
**INSURANCE REQUIREMENTS**

The Beneficiary shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Beneficiary, Contractor, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if Beneficiary has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** Insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Beneficiary’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this Contract shall be the minimum Insurance coverage requirements and/or limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the County. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Beneficiary under this Contract.

**OTHER INSURANCE PROVISIONS:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status.** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Beneficiary-including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Beneficiary insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

**Primary Coverage.** For any claims related to this contract, the Beneficiary insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess and non-contributory to the Beneficiary insurance.

**Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

**Waiver of Subrogation.** The Beneficiary hereby grants to the County a waiver of any right to subrogation which any insurer of said Beneficiary may acquire against the County by virtue of the payment of any loss under such insurance. The Beneficiary agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the County has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions, Deductibles and Coinsurance.** The Beneficiary agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. The County may require the Beneficiary to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County. The Beneficiary will indemnify the County, in full, for any amounts related to the above.

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

**Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Beneficiary must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

**Verification of Coverage.** The Beneficiary shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Beneficiary's obligation to provide them. The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the Beneficiary to provide insurance policies within ten (10)

working days of receipt of the written request will constitute a material breach of contract upon which the County may immediately terminate this Contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within twenty (20) days of cancellation, termination, or material change will be sent via mail or e-mail to:

Douglas County Government  
Attn: Risk Management  
100 Third Street  
Castle Rock, Colorado 80104  
[risk@douglas.co.us](mailto:risk@douglas.co.us)

**Subcontractors.** The Beneficiary shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and the Beneficiary shall ensure the County is an additional insured on insurance required from subcontractors.

**Failure to Procure or Maintain Insurance.** The Beneficiary will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the Beneficiary to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which the County may immediately terminate this Contract.

**Governmental Immunity.** The Parties hereto understand and agree that the County is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations 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 County, its commissioners, officers, officials, employees or volunteers.

**Special Risks or Circumstances.** The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.