

**MASTER SERVICES AGREEMENT (MSA)
ADVOCATES FOR CHILDREN**

THIS MASTER SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **ADVOCATES FOR CHILDREN**, authorized to do business in Colorado (the “Contractor”). The County and Contractor are sometimes collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, the County is undertaking certain activities in its role as the local Human Services Agency, in accordance with Colorado State laws and mandates; and

WHEREAS, the Douglas County Collaborative Management Program (CMP) members mutually agreed that one of the members would be the employer of record for this staff position and Advocates for Children (CASA) presented the CMP’s Interagency Oversight Group (IOG) a letter of intent to serve as the employer of record.

WHEREAS, the Contractor 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. MASTER AGREEMENT SCOPE: This Agreement shall provide general terms of engagement and obligations between Contractor and the County which shall apply to and control any Scope of Service Agreements (SOSA). The SOSA shall later provide and be limited to any specific Scope of Work and financial terms between the Contractor and the County.

Services provided by Contractor shall be defined by a separate Scope of Services Agreement (SOSA) that shall be approved independently but shall be incorporated by reference and subject to all the provisions of this Agreement.

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

2. LINE OF AUTHORITY: Ruby Richards, (the “Authorized Representative”) is designated the County representative for administering and clarifying the terms of this agreement for the County.

3. MAXIMUM AGREEMENT LIABILITY: Any other provisions of this Agreement notwithstanding, in no event shall the County be liable for any payments under this Agreement except as authorized in a fully executed SOSA and any payments stated in the SOSA shall be subject to the following:

Any other provision of this Agreement notwithstanding and pursuant to Section 29-1-110, C.R.S., any funds appropriated for this Agreement are for the fiscal year in which the SOSA is executed. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for Contractor. Any potential expenditure for this Agreement outside the fiscal year of the SOSA or subsequent SOSA is subject to future annual appropriation of funds for any such proposed expenditure.

4. SUSPENSION AND DISBARMENT: The County may not pay any vendor who is suspended or disbarred from receiving federal funds. The Contractor attests by virtue of executing this Contract that: a) it is not suspended or disbarred at the time services begin or Contract execution, b) it has no knowledge of or reason to believe suspension or disbarment is pending or forthcoming, c) it will report within three (3) business days to the Department any changes in items a or b; and d) it understands that it may be required to repay all funds received if the Department learns the Contractor was suspended or disbarred at any time during service delivery or while under Contract, or that the Contractor failed to report any pending or forthcoming suspension or disbarment.

5. TERM: It is mutually agreed by the parties that the term of this Agreement shall commence as of 12:01 a.m. on June 1, 2025 and terminate at 11:59 p.m. on May 31, 2028. This Agreement and any SOSA executed that references this Agreement 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 Contractor based upon invoices submitted by the Contractor, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Contractor within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Contractor. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Contractor's activities and services rendered, as the County deems appropriate to support the payments to the Contractor. The signature of a Contractor Representative shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. CONFLICT OF INTEREST: The Contractor 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 Contractor 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

Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of County.

8. INDEMNIFICATION: The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. The Contractor 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 Agreement; provided, however, that the Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting solely from the negligence of the County's commissioners, officials, officers, directors, agents, and employees.

9. INDEPENDENT CONTRACTOR: The Contractor is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Agreement, all personnel assigned by the Contractor to perform work under this Agreement 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.

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 Agreement, , or any subsequent agreement subject to this Agreement, 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 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 the Authorized Representative. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Agreement, or any subsequent agreement subject to this Agreement, and all rights of the Contractor hereunder.

12. COUNTY REVIEW OF RECORDS: The Contractor agrees that, upon request of the Authorized Representative, at any time during the term of this Agreement, 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 of its records associated with work performed under this Agreement, or any subsequent agreement subject to this Agreement, for the purpose of making an audit, examination or excerpts. The Contractor shall maintain such records until the expiration of three (3) years following the end of the term of this Agreement.

13. OWNERSHIP OF DOCUMENTS: Specifications, drawings, guidelines and any other documents prepared by the Contractor in connection with this Agreement, or any subsequent agreement subject to this Agreement, shall be the property of the County, except for documentation identified as the Contractor's pre-existing intellectual property.

14. ASSIGNMENT OF COPYRIGHTS: The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Agreement, 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 Contractor 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 Agreement, with or without cause, by giving written notice to the Contractor 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 Contractor pursuant to this Agreement shall become the County's property. The Contractor shall be entitled to receive compensation in accordance with this Agreement and any subsequent SOSA for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of notice of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor.

16. NOTICES: Notices concerning termination of this Agreement or for any SOSA referencing this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, or any referencing SOSA, and all other notices shall be made as follows:

by the Contractor to: Ruby Richards, Director
Department of Human Services
4400 Castleton Court
Castle Rock, CO 80109
Telephone: (303) 814-5395
E-Mail: rarichar@douglas.co.us

with a copy to: Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
Telephone: (303) 660-7414
Facsimile: (303) 688-6596

and by the County to:

Josefina Milliner, Executive Director
Advocates for Children
16965 Pine Lane, Suite #120
Parker, Colorado 80134
josefina_milliner@adv4children.org
Phone: (303) 328-2349

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via email, 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 Agreement, the Contractor 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 Agreement 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 Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. FOREIGN ENTITY: The Contractor is a Foreign Entity if its business was formed in a different state. A Foreign Entity that transacts business or conducts activities in Colorado must be registered with the Colorado Secretary of State by filing a Statement of Foreign Entity Authority. A Foreign Entity shall not transact business or conduct activities with the County until its Statement of Foreign Entity Authority is filed in the records of the Colorado Secretary of State.

20. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Agreement by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor 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 Agreement. Consistent with the above, the parties will comply with, including but not limited to, all provisions of the Health Insurance Portability and Accountability Act ("HIPAA") and Criminal Justice Information Services ("CJIS") Security Policy when handling information that may fall under these statutes.

21. SEVERABILITY: In the event any of the provisions of this Agreement 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 Agreement 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.

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

23. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor may include reference to this Contract in a broad description of the services provided. Outside of this broad description, the Contractor shall not include any detailed discussion of clients or cases served under this Contract in any advertising or public relations materials without first obtaining the written approval of the Douglas County Director of Communication and Public Affairs. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, the Assistant County Manager, and the Board of County Commissioners.

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

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 Agreement, 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 Agreement.

26. CONFLICT WITH EXHIBITS: If any Exhibit to this Contract, conflicts with the express terms of the Contract proceeding the Parties signatures, for the purpose of interpretation and enforcement the express terms of the contract are superior, supersede, and prevail.

27. INSURANCE: The Contractor shall be required to maintain the insurance requirements provided in Exhibit B, attached hereto and incorporated herein by reference. The Contractor 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 Contractor's insurance coverage during the term of this Agreement.

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

29. CONFIDENTIALITY OF INFORMATION: Both parties understand and agree that data, materials, and information disclosed by a party to the other party may contain confidential, trade secret and/or protected information. To the extent permitted by law and except as required by the Open Records Act, each party covenants that data, material and information gathered, based upon or disclosed for the purpose of this Agreement, will not be disclosed to or discussed with third parties without prior disclosure to the other party if and when the circumstances allow.

30. DATA SECURITY and COMPLIANCE WITH C.R.S. §6-1-713, §6-1-713.5 and §6-1-716 regarding Protections for Consumer Data Privacy. The Parties shall comply with all relevant provisions of the Colorado Revised Statutes regarding Protections for Consumer Data Privacy. Specifically, C.R.S. §6-1-713, §6-1-713.5 and §6-1-716 requiring the Disposal of personal identifying documents, Protection of personal identifying information, and Notification of security breach. In addition, the Contractor shall: a) employ acceptable security standards; and b) immediately notify County of any breach of data containing personal identifiable information as defined in the Colorado Revised Statutes

31. RISKS AND MITIGATIONS: The Parties acknowledge and agree that risks associated with personnel and the actions of those personnel remain wholly with the employer of the personnel. The Parties acknowledge and agree that the nature of the services and work products produced under this Agreement is such that risks related to the services and work products are small when the services and work products conform to specifications. Douglas County shall specify the services and work products and shall describe acceptance criteria by which the services and work products will be determined to have met specifications. The Contractor shall apply standards and diligence to ensure that services and work products conform to specifications and meet acceptance criteria. Specifications and acceptance criteria shall be documented in an Exhibit A Scope of Services Agreement under this Master Services Agreement.

32. DISPUTES: Without limiting, or diminishing in any way, the County's ability to cancel without reason by providing Ten days' notice, or any other provisions therein, as set forth in Section 14, should any disputes arise with respect to this Agreement or referencing SOSA, the Contractor and the County agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. Both Parties agree to give best efforts to resolve disputes amicably whenever possible. As such, the Parties will try to resolve disputes at the lowest level possible, starting with each Party's Authorized Representative. Disputes can be elevated when appropriate to higher level decision makers if and as deemed appropriate under the circumstances. The Contractor and the County agree that, the existence of a dispute notwithstanding, each party will continue without delay to carry out all of its respective responsibilities under this Agreement that are not affected by the dispute. In the event the grievance cannot be resolved to the mutual satisfaction of the parties within a mutually agreed upon timeframe, the parties may mutually agree to submit the dispute to mediation. The County may withhold payments on disputed items pending resolution of the dispute. The unintentional non-payment by the County to the Contractor of one or more invoices not in dispute in accordance with the terms of this Agreement will not be cause for Contractor to terminate this Agreement.

33. FORCE MAJEURE: In the event that either party is unable to perform any of its obligations under this Agreement or referencing SOSA or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds thirty (30) calendar days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

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

- 1st This Agreement, Sections 1 through 36
- 2nd Exhibit A - SOSA and subsequent agreements and amendments
(inclusive of Exhibit 1- Exhibit 5)
- 3rd Exhibit B – Insurance

35. BREACH OF CONTRACT: Failure to perform according to the specifications of this Contract will be considered a Breach of Contract and may be subjected to legal action, termination of contract and/or any additional applicable legal remedies available to the County.

36. COUNTY EXECUTION OF CONTRACT: 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.

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

ADVOCATES FOR CHILDREN

BY: _____
Josefina Milliner, Executive Director

DATE: _____

Signature of Notary Public Required:

STATE OF _____)
)
COUNTY OF _____) **SS.**

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____.

Witness my hand and official seal

Notary Public

My commission expires: _____

EXHIBIT A
SCOPE OF SERVICES AGREEMENT 2025-2026
ADVOCATES FOR CHILDREN

THIS SCOPE OF SERVICES AGREEMENT (“SOSA”) is made and entered into this _____ day of _____ 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **ADVOCATES FOR CHILDREN**, authorized to do business in Colorado (the “Contractor”). The County and Contractor are sometimes collectively referred to herein as the “Parties”.

WHEREAS, the County has an active Master Services Agreement, (the “MSA”) with the Contractor to perform services for the County governed and executed through Scope of Services Agreements (SOSA); and

WHEREAS, the County is undertaking certain activities in its role as the local Human Services Agency, in accordance with Colorado State laws and mandates; and

WHEREAS, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in this SOSA.

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

1. **MASTER SERVICES AGREEMENT:** This SOSA is subject and subordinate to the terms and conditions specified in the MSA, executed between the County and Contractor on June ____, 2025.
2. **SCOPE OF WORK:** All services described in Exhibit 1, attached hereto and incorporated herein, shall be performed by Contractor.
3. **MAXIMUM CONTRACT LIABILITY:** Any other provisions of this SOSA notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is Two Hundred and Forty-Two Thousand Dollars (\$242,000.00) for the Term. Payment terms are as described in Exhibit 2. The County is not under obligation to make any future apportionment or allocation to this SOSA. Any potential expenditure for this SOSA outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

Federal rule prohibits entities from supplanting, i.e., replacing or substituting, state or local funds with federal funds. Therefore, if the Contractor is already receiving state or local funds for a specific purpose described in Exhibit 1, the Contractor attests by virtue of executing this Scope of Services Agreement that they will not now use payments made under this Contract (which include federal funds) to cover costs related to those services that were previously covered by state or local funds. Federal funds may be used to supplement existing state or federal funds, but not replace them.

4. **TERM:** It is mutually agreed by the parties that the term of this SOSA shall commence as of 12:01 a.m. on June 1, 2025 and terminate at 11:59 p.m. on July 1, 2026. This SOSA 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.
5. **COUNTY EXECUTION OF AGREEMENT:** This SOSA is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

(Remainder of Page Intentionally Blank)

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

ADVOCATES FOR CHILDREN

BY: _____
Josefina Milliner, Executive Director

DATE: _____

Exhibit 1

The Douglas County Department of Human Services (Department) serves as the fiscal agent for the Douglas County Collaborative Management Program (CMP). The Department and Advocates for Children (Contractor) are both current members of the CMP's Interagency Oversight Group (IOG). In the fall of 2021, the IOG agreed to have one of the members be the employer of record for a newly created support staff position outlined herein, and Contractor agreed to assume that role. Contractor will hire a support position to work with clients and families involved with the CMP.

In early 2022, the IOG agreed to transfer the existing full-time Program Coordinator position from the Department to the Contractor. As of March 31, 2022, Contractor will be the employer of record for that position as well.

Nothing in this Contract transfers or modifies the employer/employee relationship that exists between Contractor and the support staff assigned to complete work under this Contract.

Contractor agrees to provide service(s) outlined herein for the CMP and will submit invoices for reimbursement to the Department. Services provided outside of this Exhibit will be deemed gratuitous and are subject to non-payment at the IOG's discretion.

1. General Provisions

- a. The Contractor will comply with all applicable federal and state laws including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; and the regulations of the U.S. Department of Health and Human Services issued pursuant to the above statutes at Title 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, and Title 28 CFR Part 35.
- b. The Contractor will comply with all mandatory child abuse and neglect reporting laws and policies outlined in §§ 19-3-307 and 19-3-304, C.R.S.
- c. Client missed appointments shall be reported to the Department as soon as possible but no more than forty-eight (48) hours after the missed appointment.
- d. Any safety concerns or events considered clinically significant, i.e., family deaths, discovery of new relevant mental health issues, or other events that could be considered pertinent to client welfare shall also be reported to the Department as soon as possible but no more than forty-eight (48) hours after the Contractor becomes aware of such issue or information; and may require immediate action determined by legal mandated reporting responsibilities.
- e. The Contractor's staff will attend periodic meetings or calls to discuss overall service delivery, utilization, and specific case issues as requested. The Contractor as listed under the term Notices in paragraph 16 of the Master Service Agreement (MSA), and/or senior member(s) of Contractor's organization, will attend meetings as requested by the Department to review contract performance or related issues should they arise.
- f. If subpoenaed, the Contractor will accept service of the subpoena via e-mail and will sign and return a Waiver of Service regarding the subpoena. The Contractor will provide the Department a curriculum vitae for any person subpoenaed within two (2) business days of receipt of the subpoena.

- g. The Contractor's internal policies do not supersede or replace any terms contained within this Contract.

2. Staff Background Checks

- a. Various required checks are outlined in this section. The Department reserves the right to review all background checks at any time. The costs of the background checks are not reimbursable under this Contract. The Contractor accepts the disqualifying offenses as listed in 12 CCR 2509-8 and Colorado Department of Human Services Volume VII, 7.701.33, D. 7. The Contractor will notify the Department within two (2) business days of any staff charged with a disqualifying crime.
- b. The Contractor will complete Colorado Bureau of Investigations (CBI) and Federal Bureau of Investigations (FBI) background checks as follows:
 - i. The Contractor shall ensure all employees, subcontractors, interns, mentors and volunteers who may have client contact or provide services under this Contract have submitted to and passed a fingerprint-based CBI and FBI criminal background check prior to commencing provision of services under this Contract.
 - ii. Any items listed in the results of the background checks must be communicated by the Contractor to the Authorized Representative (or their designee) and cleared prior to allowing the subject of the background check to have contact with clients.
 - iii. Confirmation of results or clearance letters of these criminal background checks must be kept by the Contractor in a secure location as directed by CBI and FBI guidance. Results must be made available for review by the Department upon request and maintained for three (3) calendar years after the date of the Contractor's final payment from the County under this Contract.
 - iv. Contractors eligible for automatic CBI and FBI updates, i.e., with five (5) or more employees, will timely review updates and inform the Department of any changes. Contractors that are not eligible for or are not receiving automatic CBI and FBI updates for any reason will ensure that every five (5) years an updated fingerprint-based CBI and FBI criminal background check will be run on each employee, subcontractor, intern, mentor and volunteer, and kept in their secure file for review by the Department.
 - v. If these conditions cannot be met, the Contractor will immediately notify the County's Authorized Representative.
- c. The Contractor will complete Colorado Department of Early Childhood (CDEC) background checks as follows:
 - i. The Contractor shall also conduct a Child Abuse and Neglect background check through the Colorado Department of Early Childhood (CDEC), Background Investigations Unit (BIU) on all employees, subcontractors, interns, mentors and volunteers prior to them providing services to Department clients under this Contract.
 - ii. The Contractor shall notify the Authorized Representative (or their designee) of any employee, subcontractor, or volunteer who has findings of child abuse or neglect; the Authorized Representative will provide a decision on whether the Department will allow that individual to provide services under this Contract.

- iii. The Contractor must retain copies of all background check results in the employee, subcontractor, intern, mentor or volunteer secured files; copies must be available for review upon the Department's request and be maintained for three (3) calendar years after the date of the Contractor's final payment from the County under this Contract.
 - iv. The Contractor will ensure that every five (5) years an updated Child Abuse and Neglect background check will be run on each employee, subcontractor, intern, mentor and volunteer.
 - d. When applicable, Contractor shall retain copies of employee credentialing qualifications from Colorado Department of Regulatory Affairs (DORA) in personnel files and make such records available to the County Representative upon request. The Contractor shall immediately notify the County of any suspension or revocation by DORA of an employee or subcontractor.
 - e. The Contractor will complete a Sexual Offender Registry check and receive, at minimum, preliminary results before assigning and/or hiring employees, subcontractors, interns, mentors or volunteers to perform under this Contract.
- 3. Staff Assignments and Performance
 - a. The Department has the right to approve or disapprove the Contractor's employees, subcontractors, interns, mentors or volunteers performing services under this Contract prior to the commencement of the work and shall have the right to review the employment files prior to granting approval. The Contractor will ensure said staff are familiar with the term Conflict of Interest in paragraph 7 of the Master Service Agreement (MSA) prior to commencing work under this Contract.
 - b. If the Department becomes dissatisfied with the Contractor's performance (inclusive of employees, subcontractors, interns, mentors or volunteers), the Department will notify the Contractor. Disciplinary measures, if any, will be the sole responsibility of the Contractor. However, if the concerns are not resolved to the Department's satisfaction, the Contractor's staff will not be allowed to provide services under this Contract.
 - c. The Contractor and its employees, subcontractors, interns, mentors or volunteers shall remain in good standing with the appropriate licensing authority(ies) if applicable to performance of service provided. Temporary suspension, permanent loss, or any change of a license status that renders the person ineligible to provide service at any time during this Contract is considered a Breach of Contract, and payment will not be rendered for any services performed when required licensure was not in effect and good standing and may result in Contract termination.
- 4. Support Staff Duties and Deliverables
 - a. The job description in Attachment A1 outlines the support staff person's duties, experience and qualifications.
 - b. As recruitment begins (and should additional recruitment be needed during the course of this Contract), minor reasonable modifications may be made but no substantial changes may be made without prior IOG approval.
 - c. Substantial changes will require an Amendment or be documented in the IOG's meeting minutes specifying what changes will be made.

5. Program Manager Duties and Deliverables

- a. The job description is Attachment A2 outlines the support staff person's duties, experience and qualifications.
- b. As recruitment begins (and should additional recruitment be needed during the course of this Contract), minor reasonable modifications may be made but no substantial changes may be made without prior IOG approval.
- c. The IOG and Contractor may mutually agree to add, edit or amend the job description as needed during the course of the contract. Substantial changes will require an Amendment or be documented in the IOG's meeting minutes specifying what changes will be made.

6. Staff Equipment and Space

- a. Contractor will provide both staff a computer, and reasonable work equipment and supplies.
- b. Contractor will provide both staff reasonable workspace at its location. Either staff may use Department hotel cubes as available and as reserved by staff.

During the course of this Contract, the Department will:

1. Use appropriate funding streams,
2. Monitor expenditures and identify any concerns to the IOG,
3. Coordinate payment with Contractor and County Finance, and
4. Provide staff access to Colorado's Child Welfare computer system (Trails), Colorado courts database access, Douglas County email, and any Department and/or CMP network access needed.

During the course of this Contract, the IOG will:

1. Monitor both staff's work and provide feedback and direction as appropriate,
2. Provide any on the job training, guidance or resources as appropriate, and
3. Schedule meetings with Contractor as needed.

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Exhibit 2
METHOD OF PAYMENT

1. The Contractor will provide service(s) and deliverable(s) for the rate(s) listed in Exhibit 3 and accept any and all forms of payment.
2. Rates outlined Table 1 constitute payment in full and Contractor will not be paid for any additional fees, amounts, or costs. Contractor will not be paid more than one time for the same service as outlined in 4. MAXIMUM CONTRACT EXPENDITURE. Contractor will notify the Department if any grant or other funding becomes available to cover any expense outlined in Table 1. Contractor will provide information to the Department as to what expense(s) are covered by the grant or other funding, and may not also invoice the Department for the same expense(s).
3. Contractor will not charge any fees or co-pays for services to clients or use any part of payment made under this Contract as a co-pay or partial payment to any third-party.
4. Invoices must be submitted by the 15th of each month after the month in which service(s) were rendered, except June 2025 is due July 7, 2025. Complete invoices will only use the service names listed in Exhibit 3 and include the required deliverable(s) listed in Exhibit 3. Failure to submit invoices timely or without required deliverables may result in non-payment.
5. The Department does not receive federal or state reimbursement for delinquent claims. **Contractors are encouraged to reconcile their accounts every sixty (60) days** to ensure all services have been invoiced and paid. **Delinquent invoices are subject to non-payment.**
6. Invoices and back-up documentation may only be sent via:
 - a) secure email to HSAccounting@douglas.co.us,
 - b) posted to the Department's OneDrive contractor folder, or
 - c) mailed to:

Douglas County Human Services
Attn: Business Office
4400 Castleton Court
Castle Rock, CO 80109

The Contractor will email HSAccounting@douglas.co.us when new invoices have been added to OneDrive or existing documents edited in OneDrive.

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EXHIBIT 3 SERVICES

Funds may be spent on program costs and expenses listed below, not to exceed Maximum Contract Expenditure in paragraph 4 of the Contract.

#	Services
1	<p>Salary (Youth and Family Engagement Liaison is non-exempt); payroll periods are the 1st and 16th of the month; all paid time will be reimbursed, e.g., sick, vacation, holiday per Contractor's personnel policies or procedures)</p> <p>This is a variable cost. Contractor will submit back-up documentation, e.g., payroll register, that verifies the expense for each payroll period.</p>
2	<p>Salary (Collaborative Management Program Manager) is exempt; payroll periods are the 1st and 16th of the month; all paid time will be reimbursed, e.g., sick, vacation, holiday per Contractor's personnel policies or procedures)</p> <p>Program Manager will be paid the same amount semi-monthly. This is a fixed cost for July 2024 through June 2025. For the July 2025 invoice, Contractor will submit back-up documentation, e.g., copies of accounting records and/or work papers outlining how costs were pro-rated, that verifies the repeating expense. For all subsequent invoices, no back-up documentation is required unless the expense increases or decreases.</p>
3	<p>Support Staff and Program Manager Benefits (inclusive of FICA, Social Security, Medicare, liability insurance, unemployment insurance, Workers Compensation, retirement contribution and health insurance)</p> <p>This is a variable cost based on each pay period's salary cost. Contractor will submit back-up documentation, e.g., payroll register, that verifies the expense.</p>
4	Collateral- brochures, website content, or other educational materials supporting programming
5	<p>Cell phone stipend (incumbents will use their personal cell phone and receive a monthly payment as allowed per Contractor's personnel policies or procedures)</p> <p>This is a fixed cost. No back-up documentation is required since this is the amount provided per Contractor's personnel policies or procedures.</p>
6	<p>Laptop, docking station, two monitors, and any ancillary related items, e.g., keyboard, mouse, laptop stand</p> <p>These are one-time cost for reimbursement. Back-up documentation is required for reimbursement.</p>
7	<p>Mileage (reimbursed at the prevailing federal mileage rate)</p> <p>This is reimbursed for actual costs incurred. Back-up documentation required for reimbursement.</p>

8	<p>Training and Conferences</p> <p>This is reimbursed for actual costs incurred. Back-up documentation required for reimbursement.</p>
9	<p>Indirect or overhead (inclusive of office space, IT support which is a purchased service, and office manager's time all of which are pro-rated percentage of all Contractor's staff)</p> <p>This is a fixed cost for July 2024 through June 2025. For the July 2025 invoice, Contractor will submit back-up documentation, e.g., copies of accounting records and/or work papers outlining how costs were pro-rated, that verifies the repeating expense. For all subsequent invoices, no back-up documentation is required unless the expense increases or decreases.</p>
10	<p>Supervisor's time</p> <p>This is a fixed cost for July 2024 through June 2025. For the July 2025 invoice, Contractor will submit back-up documentation, e.g., copies of accounting records and/or work papers outlining how costs were pro-rated, that verifies the repeating expense. For all subsequent invoices, no back-up documentation is required unless the expense increases or decreases.</p>
	<p>Programming Expenses</p> <p>Programming expenses include Flex Funds, Connections, All Health Co-Responder, Education Resource Programming, Truancy Position, and Expansion of Manna Resource Center. This is a variable cost. Contractor will submit back-up documentation.</p>

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EXHIBIT 4

JOB DESCRIPTION – YOUTH FAMILY ENGAGEMENT LIASON

Advocates for Children CASA is a 501 (c)(3) non-profit organization that works to make sure that all children dream, thrive, and grow with a sense of belonging and empowerment to build a successful future. Our organization recruits, trains, and supports community volunteers who advocate for children who have open dependency & neglect cases, truancy cases, juvenile delinquency cases, need additional education advocacy, or are an adolescent that may need some additional support. Our compassionate Court Appointed Special Advocates, tutors, and mentors speak up for these children's best interests.

The Douglas County Collaborative Management Program (DCCMP) Support Specialist will directly support the DCCMP Coordinator with DCCMP Facilitated Meetings to include Family and Engagement Services (FACES) meetings, Strategic Planning Family Meetings (SPFMs), A2D Family Meetings, and other DCCMP facilitated meetings as they are developed.

Reports to: Routine supervision for this position will be provided by the Employer of Record (Advocates for Children CASA) and the DCCMP Executive Committee. This position requires bi-monthly supervision meetings with the Advocates for Children CASA supervisor, and quarterly supervision with the DCCMP Executive Committee. Salary, benefits, and human resources will be provided by Advocates for Children CASA. Advocates for Children CASA will be a member of the DCCMP Interagency Oversight Group (IOG) Executive Committee and will be kept informed of this position's performance. This position will receive training from the DCCMP Coordinator.

Salary: \$61,818.00

Hours: This is a 40-hour/week position. Hours will be generally Monday-Friday during the hours of 8am-5pm, with occasionally night and weekend hours during outreach events, volunteer trainings and agency events. This position will be based out of the Advocates of Children CASA office located at 16965 Pine Lane, Suite #120, Parker, Colorado 80134, with the option of co-locating at partnering IOG member offices.

Transportation: A valid driver's license, personal transportation, and proof of insurance is required for this position. Must have the ability and willingness to perform local job-related travel.

Description of Duties: (The following examples are illustrative only and are not intended to be all-inclusive.)

- DCCMP Facilitated Meetings
 - Pre-meeting correspondence (availability questions, scheduling, calendar invites, distribution of documents)
 - Facilitation of family meetings
 - Support to the CMP Coordinator during professional meetings

- Post-meeting correspondence (distribution of case plans, provides resources, etc.)
 - Participation in meeting process workgroups
 - Data entry as it relates to facilitated meetings.
- Performs other duties as assigned by the DCCMP Executive Committee and/or the Employer of Record that promote the mission of the DCCMP.

Independent Judgment:

This position requires a moderate level of independent judgement regarding daily tasks such as communication with DCCMP Partners, data entry and meeting notifications. This position requires a high level of independent judgement when facilitating family meetings and providing resources to the community. This position depends on supervisory guidance and approval related to any programmatic changes or funding related inquiries.

Minimum Qualification Requirements:

- This position requires a bachelor's degree in a human services or juvenile justice related field (Social Work, Psychology, Sociology, Criminology, etc.) as the scope of this work entails interacting with and providing services to professionals and community members in this field- inclusive of facilitating family meetings, professional meetings and providing resources.
- Two years of experience in Human Services related field.
- Preferred Qualifications: Bilingual (Spanish speaking preferred) and meeting facilitation experience preferred.

Skills and Experience:

- Knowledge of/familiarity with laws, legal codes, court procedures, precedents, government regulations, executive orders, agency rules, and child welfare and juvenile justice systems and related practices.
- Knowledge of community resources. Understand goals and objectives of human services and juvenile justice.
- Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.
- Proficient in Microsoft Office Applications- Outlook, Word, Excel, PowerPoint. Proficient in data entry systems.
- Proficient in virtual meeting platforms.
- Requires good verbal and written communication skills.
- Requires good customer service skills.
- Experience bringing others together and trying to reconcile differences.
- Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.
- Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions, or approaches to problems.
- Analyzing information and evaluating results to choose the best solution and solve problems.

- Ability to think creatively when solving problems.
- Ability to establish and maintain effective working relationships.
- Ability to be flexible with constant interruptions or requests.
- Ability to defuse tense situations and facilitate meetings through a strengths-based and solution-focused lens.
- Requires the ability to manage multiple tasks.
- The ability to combine pieces of information to form general rules or conclusions.

Essential Qualities:

- Encourages and practices critical thinking
- Is self-reflective and empathic
- Is committed to remaining current on research and best practice standards
- Recognizes the influence of workplace relationships on outcomes and results
- Maintains a respectful and accepting approach to others
- Awareness of the influence of the larger context on individual behavior
- Collaboratively and creatively supports the work efforts of families and colleagues at all levels
- Encourages and practices self-care
- Encourages and practices healthy professional boundaries
- Values ethical practice
- Honors commitments
- Practices blameless problem-solving

Applying:

- To apply, please send a cover letter, resume, and references to Victoria Raphael, Executive Assistant to the COO, at one_casa@adv4children.org. No phone calls please.

EXHIBIT 5

JOB DESCRIPTION – PROGRAM MANAGER

Advocates for Children CASA is a 501 (c)(3) non-profit organization that works to make sure that all children dream, thrive, and grow with a sense of belonging and empowerment to build a successful future. Our organization recruits, trains, and supports community volunteers who advocate for children who have open dependency & neglect, truancy, or juvenile delinquency cases, need additional education advocacy, or an adolescent that may need some additional support. Our compassionate Court Appointed Special Advocates, tutors, and mentors advocate for these children's best interests.

The Douglas County Collaborative Management Program (DCCMP) Manager will provide case coordination, project and data management for the Douglas County HB1451 Collaborative Management Program. The DCCMP is charged with collaboratively serving Douglas County's children, youth, and families in an efficient and effective way by assisting each person to build upon their own individual and collective strengths, breaking down barriers and providing the right services at the right time, with the goal of autonomy within the family structure. The DCCMP Manager assists the CMP members as they work together to fill in the gaps in the service continuum, reduce duplication and fragmentation, and aid in the successful completion, or prevention of, system involvement. The intention is for the Douglas County Collaborative Management Program to become the hub of community-based resources and services, with a creative lens of support and hope for a better tomorrow. The DCCMP Manager will supervise the DCCMP Youth & Family Engagement Liaison and ensure the execution of Facilitated Meetings to include Family and Children's Engagement Services (FACES) meetings, 360 Meetings, The Resource Bed (TRB) Family Meetings, and other DCCMP facilitated meetings as they are developed. The DCCMP Manager works directly with the elected DCCMP executive committee and will support and manage the work of the DCCMP interagency oversight group (IOG), which is made up by members of the larger DCCMP community.

Reports to: Executive Director

Salary (Non-Exempt): \$38.46-40.87/hr (depending on relevant experience), which is equivalent to \$80,000-85,000/annually

Benefits: Vacation, Holiday Pay, Paid Time Off, 401(k), Medical Insurance and Dental Plan

Hours: This is a 40-hour/week position. Hours will be generally Monday-Friday during the hours of 8am-5pm, with occasional night and weekend hours during outreach events, volunteer trainings and agency events. This position will be based out of the Advocates of Children CASA office located at 16965 Pine Lane, Suite #120, Parker, Colorado 80134, with the co-locations at partnering CMP agencies.

Transportation: A valid driver's license, personal transportation, and proof of insurance is required for this position. Must have the ability and willingness to perform local job-related travel.

Background Checks: Background checks will be ran on finalists, with hiring contingent on return of clear background checks. Advocates for Children CASA reserves the right to refuse employment to individuals who have a criminal history, are on the National Sex Offender Registry or Government Watchlist, have been convicted of a DUI or DWAI within the past ten years or appear on the child abuse and neglect registry. Background checks are renewed every four years after hiring.

Description of Duties: (The following examples are illustrative only and are not intended to be all-inclusive.)

- Manage and facilitate Interagency Oversight Group (IOG) and its stakeholders, IOG Executive Committee and various workgroups.
- Facilitate the scheduling and execution of monthly Executive Committee meetings and bi-monthly (six times a year) full IOG meetings, in addition to an annual Strategic Planning Meeting.
- Annually complete or review a Memorandum of Understanding, IOG bylaws, IOG annual reports and maintain a database for all youth served within the fiscal year.
- Ensure maintenance and accuracy of CMP data and documents. The coordinator will collect and maintain data from internal CMP databases as well as applicable external CMP partnering agencies.
- Identify and pursue funding opportunities to sustain and expand CMP programs and services.
- Ensure CMP compliance with all programmatic, statutory and funding requirements.
- Membership and participation in Juvenile Services Planning Committee (JSPC) and Student Attendance Review Board (SARB) meetings. Participation may expand on an as needed basis to various community meetings for program development and monitoring.
- Manage funding requests which include blending funding and funding resources for families in need of services.
- Supervise and support the DCCMP Youth & Family Engagement Liaison and ensure the execution of the multi-disciplinary teams' process of assessment and treatment goal setting with clients and youth targeted through HB1451 and Crossover Youth Practice Model which take place during Facilitated Meetings, to include Family and Engagement Services (FACES) meetings, Strategic Planning Family Meetings (SPFMs), A2D Family Meetings, and other DCCMP facilitated meetings as they are developed.
- Support Youth & Family Engagement Liaison in ensuring referrals for CMP services and resources are processed referrals coming from any of the following systems: Mental Health, Department of Youth Services, Douglas County Department of Human Services, Juvenile Justice (including Pre-Trial and Probation), Douglas County Schools, or other systems as may be approved for inclusion.
- Coordinate with Youth & Family Engagement Liaison to provide case management and care coordination with providers of service including but not limited to family members, Human Services caseworkers, Probation Officers, CYDC staff, legal representatives,

school personnel, primary care physicians, and other mental health and community partners.

- Demonstrate strong customer service focus, effective communication and professionalism with children, youth and families, co-workers and outside personnel in order to provide high quality services and to enhance community relationships.
- Demonstrate initiative, organization, and flexibility. Work involves collaboration with Directors of Human Services, Probation, CYDC, School District, Judicial and CMP stakeholders.
- Interpret the needs of the volunteers and program, and present professional recommendations to Advocates for Children CASA & DCCMP Leadership.
- Devote time to professional development.
- Duties specifically relating to Advocates for Children CASA:
 - Follow all Advocates for Children CASA Policies and Procedures as applicable to this position, including those related to confidentiality, release of information and record keeping.
 - Attend regularly scheduled staff and internal program meetings.
 - Attend training introductions and swearing-in ceremonies for new volunteers, as well as all other events where staff presence is mandatory.
 - Assist with the planning and execution of additional program activities (i.e., holiday project, volunteer recognition, continuing education).
 - Adhere to office procedures, practices, expectations, and policies of the organization
 - Effectively implement all policies as adopted by the Board.
 - Communicates effectively and accurately to the Chief Operating Officer personal progress and needs on a regular basis.

Independent Judgment:

This position requires a moderate level of independent judgement regarding daily tasks such as communication with DCCMP Partners, data entry and meeting notifications. This position requires a high level of independent judgement when facilitating family meetings and providing resources to the community.

Minimum Qualification Requirements:

- This position requires a bachelor's degree in a human services or juvenile justice related field (Social Work, Psychology, Sociology, Criminology, etc.) as the scope of this work entails interacting with and providing services to professionals and community members in this field- inclusive of facilitating family meetings, professional meetings and providing resources.
- Two years of experience in Human Services related field.
- Preferred Qualifications: Bilingual (Spanish speaking preferred) and meeting facilitation experience preferred.
- Minimum of 21 years old

Skills and Experience:

- Knowledge of/familiarity with laws, legal codes, court procedures, precedents, government regulations, executive orders, agency rules, and child welfare and juvenile justice systems and related practices.
- Knowledge of community resources. Understand goals and objectives of human services and juvenile justice.
- Experience with grant writing and grant compliance and management.
- Proficient in Microsoft Office Applications- Outlook, Word, Excel, PowerPoint. Proficient in data entry systems.
- Proficient in virtual meeting platforms.
- Ability to communicate effectively both verbally and in writing
- Experience bringing others together and trying to reconcile differences.
- Gives full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.
- Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions, or approaches to problems.
- Able to analyze information and evaluate results to choose the best solution and solve problems.
- Ability to think creatively when solving problems.
- Ability to establish and maintain effective working relationships.
- Ability to be flexible with constant interruptions or requests.
- Ability to defuse tense situations and facilitate meetings through a strengths-based and solution-focused lens.
- Requires the ability to manage multiple tasks.
- The ability to combine pieces of information to form general rules or conclusions.
- Capacity to work with people of diverse educational, professional, socioeconomic, and ethnic backgrounds
- Experience in creating and conducting presentations for large groups of professionals
- Excellent organizational skills
- Demonstrated ability to project a positive image and attitude

Essential Qualities:

- Encourages and practices critical thinking
- Is self-reflective and empathic
- Is committed to remaining current on research and best practice standards
- Recognizes the influence of workplace relationships on outcomes and results
- Maintains a respectful and accepting approach to others
- Awareness of the influence of the larger context on individual behavior
- Collaboratively and creatively supports the work efforts of families and colleagues at all levels
- Encourages and practices self-care
- Encourages and practices healthy professional boundaries

- Values ethical practice
- Honors commitments
- Practices blameless problem-solving

Applying:

- To apply, please send a cover letter, resume, and references to Victoria Raphael, Executive Assistant to the COO, at one_casa@adv4children.org. No phone calls please.

Exhibit B
INSURANCE REQUIREMENTS

The Contractor 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 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):** Insurance 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 the Contractor 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 Contractor’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 Contract are sufficient to cover the obligations of the Contractor 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 Contractor 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 Contractor’s insurance (at

least as broad as ISO Form ISO CG 20 01 04 13 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 Contractor's 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 Contractor's insurance.

Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with a 30-day notice to the County.

Waiver of Subrogation. The Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of Contract work.

Verification of Coverage. The Contractor 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 Contractor'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 Contractor 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

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

Failure to Procure or Maintain Insurance. The Contractor 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 Contractor 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.