

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (“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 **FAMILY TREE, INC.** (the “Contractor”) authorized to do business in Colorado.

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 Department of Human Services (Department) submitted to the U.S. Department of Housing and Urban Development (HUD) an Application for Community Project Funding (CPF) in which Family Tree, Inc. would renovate an existing building to provide supportive housing and implement the Generational Opportunities to Achieve Long-term Success (GOALS) program in that space; and

WHEREAS, the Department received the CPF funding for said building renovation, and Family Tree, Inc. was identified as the subgrantee for the work which is captured under a separate Subgrantee Agreement; and

WHEREAS, the Department now wishes to Contract with Family Tree, Inc. to provide the GOALS program for families eligible for Temporary Assistance for Needy Families (TANF); and

WHEREAS, the Contractor can 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: Daniel Makelky, (the “Authorized Representative”), is designated as the Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Contractor under this Contract.

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

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 Contractor's compensation, which are mutually agreed upon between the County and the Contractor, shall be in writing and shall become part of this Contract upon execution.

The Contractor 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 Contractor shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other Contract in effect during the Term

hereof between the Contractor and the County for the use and occupancy by the Contractor 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 the Contractor, and the Contractor 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 Two Hundred and Fifty Thousand Dollars (\$250,000.00) for the Term. 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. No part of this Contract is a limitation of liability for Contractor. Any potential payment or expenditure for this Contract outside the current fiscal year is conditional and 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 A, the Contractor attests by virtue of executing this Public Contract for Services 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.

5. 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.

6. TERM: It is mutually agreed by the Parties that the Term of this Contract shall commence as of 12:01 a.m. on September 1, 2024 and terminate at 12:00 a.m. on June 30, 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.

7. INVOICING PROCEDURES: Payments shall be made to the Contractor based upon complete invoices submitted by the Contractor, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Contractor within forty-five (45) days, or within a mutually agreed upon period after the County has received complete invoices and deliverables 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. Signature of an officer of the Contractor or someone reasonably able to verify the accuracy of the invoices shall appear on all invoices certifying that the invoice has been examined and found to be correct.

Late payment or delay in payment due to incomplete or incorrect invoices is not a Breach of Contract.

8. 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. Specifically, Contractor will notify Authorized Representative (or that person's designee) if anyone performing services outlined in Exhibit A: 1) is a past or current Human Services client, or 2) is related to or a close acquaintance of a past or current Human Services client. Providing services when a known or potential Conflict of Interest exists without previously informing the Authorized Representative and receiving approval, may be deemed a Breach of Contract.

9. INDEMNIFICATION: The County cannot and by this Contract 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 Contract; provided, however, that the Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents, and employees.

10. INDEPENDENT CONTRACTOR: The Contractor is an Independent Contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be, and remain at all times, employees of the Contractor for all purposes. The 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 Contractor and/or its designated agents. The Contractor acknowledges that it and its employees are not entitled to Workers' Compensation benefits or Unemployment Insurance benefits from the County, unless the Contractor or a third party provides such coverage, and that the County does not pay for or otherwise provide such coverage. The Contractor 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.

11. 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.

12. 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 Contract and all rights of the Contractor hereunder.

13. COUNTY REVIEW OF RECORDS: The Contractor agrees that, upon request of the Authorized Representative, at any time during the Term of this Contract, or four (4) 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 Contract for the purpose of making an audit, examination or excerpts. Under this item, records refer to the support documentation for expenses invoiced to the County and paid to the Contractor. The Contractor will retain any and all records, beyond the terms outlined above in this recital, as identified in a “litigation hold” notice provided by the County until receipt of a release from said hold.

14. OWNERSHIP OF DOCUMENTS: The Contractor owns all service delivery documents, case notes, and other client-based information, to include cyber and electronic communication, prepared and maintained by the Contractor as needed to perform professional services outlined in Exhibit A. The Contractor will make available appropriate items to parents, caretakers, legal guardians, counsel or others as required by law should a request be made. The County referrals and deliverables outlined in Exhibit A shall be owned by the County.

Except as provided under the term County Review of Records in paragraph 13 of this Contract, all such Contractor and County documents shall remain confidential and shall not be made available by the Contractor to any individual or entity without the consent of the Authorized Representative, or as permitted to parents, caretakers, legal guardians, counsel or others as required by law. Confidential material must be maintained in a secure physical and digital environment that ensures confidentiality. The Contractor will notify the County immediately of any breaches of security or confidentiality as they pertain to client data regardless of the data format.

15. ASSIGNMENT OF COPYRIGHTS: The Contractor 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 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.

16. TERMINATION: The County shall have the right to terminate this Contract, 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 documents and partial documents will be handled consistent with paragraphs 14 and 15 above. The Contractor 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 Contractor shall not be relieved of liability to the County for damages sustained by the County by any Breach of the Contract by the Contractor.

17. 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 Contractor to:

Daniel Makelky, Director
Department of Human Services
4400 Castleton Court
Castle Rock, Colorado 80109
Dmakelky@douglas.co.us

Phone: (303) 814-5395
Facsimile: (877) 285-8988

with a copy to:

Douglas County Attorney's Office
100 Third Street
Castle Rock, Colorado 80104
Phone: 303-660-7414

with a copy to:

Ruby Richards
Department of Human Services
4400 Castleton Court
Castle Rock, Colorado 80109
rarichar@douglas.co.us
Phone: (303) 814-5395

with a copy to:

Erin Johnson
Department of Human Services
4400 Castleton Court
Castle Rock, CO 80109
Ejohns01@douglas.co.us
Phone: (303) 814-5329

and by the County to:

Jill S. Farnham, Interim CEO
Family Tree, Inc.
3805 Marshall Street
Wheat Ridge, CO 80033
JFarnham@thefamilytree.org
Telephone: (303) 403-5898
Facsimile: (303) 422-4928

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, e-mail, or other method authorized in writing by the Authorized Representative. 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.

18. NONDISCRIMINATION: In connection with the performance of work under this Contract, 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.

19. 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, and 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.

20. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All work performed under this Contract 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 Contract.

21. 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.

22. 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.

23. 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 Contractor, 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.

24. 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.

25. PRIORITY OF PROVISIONS: If any term of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- | | |
|-----------------|--|
| 1 st | This Contract, Sections 1 through 32 (inclusive of Attachment A1 – A2) |
| 2 nd | Exhibit A - Scope of Services |
| 3 rd | Exhibit B - Method of Payment |
| 4 th | Exhibit C - Insurance Requirements |
| 5 th | HUD CPF Grant Award and any Amendment(s) |
| 6 th | HUD CPF Family Tree Subgrantee Agreement and Amendment(s) |

26. 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.

27. 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.

28. ENTIRE CONTRACT: The Parties acknowledge and agree that the provisions contained herein constitute the Entire Contract 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.

29. INSURANCE: The Contractor shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Contractor shall provide evidence upon request 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 Contract.

30. 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.

31. 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.

32. 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 Contractor have executed this Contract as of the above date.

FAMILY TREE, INC.

BY: _____

Jill S. Farnham, Interim CEO

DATE: _____

9/4/2024

ATTEST: (if a corporation)

BY: _____

(Print name and title)

SIGNATURE: _____

DATE: _____

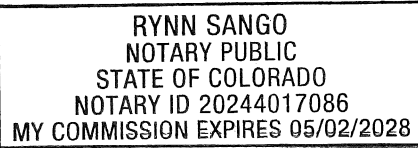
9/4/24

Signature of Notary Public Required:

STATE OF Colorado)

COUNTY OF Jefferson)

ss.



The foregoing instrument was acknowledged before me this 4th day of September, 2024, by Rynn Sango.

Witness my hand and official seal

Notary Public

My commission expires: 5/2/2028

Exhibit A

SCOPE OF SERVICES

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

Contractor agrees to provide support and services to families referred by the Department or DC GOALS who are either receiving Colorado Works/TANF Basic Cash Assistance (BCA) or are TANF eligible (as defined below) and are experiencing homelessness and in need of safe temporary housing, and case management services are needed to implement the Generational Opportunities to Achieve Long-term Success (GOALS) program. Housing and GOALS case management will be provided at 14997 East Oxford Avenue, Aurora, Colorado 80114 in the Evergreen building which is one of several buildings on this campus.

Contractor will provide services for Temporary Assistance for Needy Families (TANF) eligible pregnant individuals and families as outlined herein. The TANF program permits the use of federal funds as long as they relate to one or more of the four federal purposes:

1. To provide assistance to needy families so that children may be cared for in their own homes or the homes of relatives;
2. To end the dependence of needy parents on government benefits by promoting job preparation, work, and marriage;
3. To prevent and reduce out-of-wedlock pregnancies and to establish annual goals for preventing and reducing the incidence of these pregnancies; and
4. To encourage the formation and maintenance of two-parent families.

The Department determined these services at least meet TANF purpose 1 and 2 above. Services outlined in this Exhibit are considered "non-emergency" services for the purposes of TANF eligibility and the required Affidavit DC GOALS will use.

Families not already receiving BCA must be TANF eligible as follows:

1. The household has gross annual income of under \$75,000,
2. The household has a dependent child under 18, and
3. Anyone 18 and older must be lawfully present.

A. GOALS Program Description

1. GOALS is a Two-Generation (2Gen) housing program for families experiencing homelessness developed by Contractor. It provides families a private room while they develop long-term goals for stability and self-reliance. Families are provided a safe space to live for four (4) to nine (9) months.
2. GOALS helps stabilize families experiencing homelessness, empowering them to move from poverty and homelessness by focusing on services and opportunities that address the needs of all family members using a 2Gen approach. Through this empowerment method, the program helps families secure safe and stable housing; increase their overall health and well-being; improve employment situations and economic assets; better position children for academic success and enhance connections for these families within their community.
3. GOALS is designed to help a family work towards self-sufficiency while living on-site. The Department processes all applications for or continue to provide services, i.e., Medicaid, Child Care Assistance, Supplemental Nutrition

Assistance Program (SNAP), and TANF, while families participate in the program and help transition them back into independent housing upon completion of the program with support of non-profits and faith-based organizations.

4. GOALS will provide housing and case management for five (5) families at a time to participate in the program with a potential to add as the program expands.

B. DC GOALS Services

1. DC GOALS is a multi-agency collaboration managed by the Douglas County Department of Community Development. It provides vulnerable residents opportunities to achieve self-sufficiency by participating in a process to identify current issues and needs and assisting with addressing barriers.
2. DC GOALS partners will consider participation in the Contractor's housing and GOALS program for non-Basic Cash Assistance (BCA) TANF eligible families as defined above.
3. DC GOALS partners will have everyone in the household 18 or over complete a TANF Affidavit and determine initial TANF eligibility. (See Attachment 1.)
4. The Department may also refer TANF BCA enrolled families to the Contractor. In that instance, the Department's referral verifies eligibility, so no additional verification is required by Contractor.
5. DC GOALS is required to complete a new Affidavit(s) if they become aware that a family's eligibility has changed, and they may no longer be TANF eligible.
6. DC GOALS will complete Colorado Bureau of Investigations (CBI) and Child Protective Services (CPS) background checks. The following disqualify a family from being able to participate in this program:
 - i. Convicted Sex Offender on the Sex Offender Registry
 - ii. Current protection order between two adults in the household
7. DC GOALS and Contractor will review GOALS program specifics and forms to ensure there are no requirements that conflict with Federal and State TANF rules, and eligible activities and expenses. DC GOALS and Contractor must notify Department TANF Manager in advance of any subsequent program changes to verify they remain consistent with Federal and State TANF rules, and eligible activities and expenses.

C. Contractor Services

1. Upon receipt of a referral, Contractor will complete an intake process with all family members 18 or older. Contractor will have each person in the household 18 or older sign an agreement that outlines terms and requirements related to remaining in housing, and the process for addressing issues including removal from housing and the GOALS program. (See Attachment 2.)
2. Services shall minimally include the following:
 - i. Safe and secure temporary housing with no-cost access for participants.
 - ii. Dedicated Navigator to work individually with client households (adults and children), providing wide-ranging case management and support toward the accomplishment of self-sufficiency plan, to include assistance in locating and applying for various housing programs
 - iii. Early childhood education partnerships with Head Start and other early childhood programs
 - iv. Post-secondary adult education support and other pathways to employment

- v. Employment services or partnerships including soft skills training; computer training; careers preparations; access to professional clothing; and post-employment support to help sustain long-term employment
 - vi. Services and assistance that encourages building social networks within and outside the program
 - vii. On-site classes which may include parenting, finance and substance use peer groups
 - viii. Referrals for health care, specialty care, dental care, mental health care and substance abuse treatment
 - ix. Partnership connections for academic tutoring to help school-age children with schoolwork and other academic needs
3. During the client's involvement in the GOALS program, GOALS Navigator will include DC Case Manager in meetings with the client monthly to share progress of client, if client agrees via ROI to share information with referring agency. This ensures the referring agency's case manager stays informed about the client's progress in the GOALS program and facilitates a smooth transition back to the referring agency once the client completes the program.
 4. GOALS services will be available during normal business hours, i.e., Monday through Friday from 8:00 a.m. to 5:00 p.m. with on-site staffing presence 24 hours per day, seven days per week. Contractor is solely responsible for all housing related emergencies and family needs.
 5. If the Contractor removes a client from the program, or if the client elects to voluntarily leave the program, the Contractor will notify DC GOALS within two (2) business days.
 6. If the Contractor becomes aware that the family's eligibility has changed, and they may no longer be TANF eligible, the contractor will notify DC GOALS within two (2) business days.
 6. Health care, Head Start and childcare services only refers to access to these services, and the Department will not pay for any direct services, fees or expenses related to use of these services. If clients are eligible for and receive Medicaid, SNAP and/or CCCAP from the Department, payment for services will be managed via the established statewide systems.

D. Facility Requirements

1. "Facility" refers to the Contractor's leased Evergreen building mentioned in the introductory paragraph. This Contract does not cover any service or expenses related to other buildings on this campus.
2. Contractor is solely responsible for all facility and general campus expenses and requirements, including but not limited to, maintenance and repair, insurance, and occupancy certificates, permits, and all federal, state and local applicable housing requirements.
3. If any required insurance, certificate, license, permit or similar, or compliance within any applicable federal, state or local housing requirement is not in effect and in good standing at the time of this Contract's execution, and does not continuously remain in effect and in good standing during the course of this Contract, the Department may terminate the Contract for Breach of Contract.

E. Contractor Staff Background Checks

1. Various required checks are outlined in this section.

2. 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.
Contractor will notify the Department within two (2) business days of any staff charged with a disqualifying crime.
3. Contractor will complete Colorado Bureau of Investigations (CBI) and Federal Bureau of Investigations (FBI) background checks as follows:
 - i. Contractor shall ensure all employees, 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. If Contractor's Vice President of Human Resources deems any results received on the background checks warrant a background check review per Contractor's normal hiring processes and in accordance with 12 CCR 2509-8 and Colorado Department of Human Services Volume VII, 7.701.33, D. 7, the Department's Authorized Representative (or their designee) will be consulted as part of the review process.
 - iii. Results of these criminal background checks must be kept by Contractor in a secure location as directed by CBI and FBI guidance and be 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, intern, mentor and volunteer and kept in their secure file.
 - v. If these conditions cannot be met, Contractor will immediately notify the County Contract Representative.
4. Contractor will complete Colorado Department of Human Services (CDHS) background checks as follows:
 - i. Contractor shall also conduct a Child Abuse and Neglect background check through the Colorado Department of Human Services (CDHS), Office of Early Childhood (OEC), Background Investigations Unit (BIU) on all employees, subcontractors, interns, mentors and volunteers prior to them providing services to Department clients under this Contract.
 - ii. If any employee, or volunteer has findings of child abuse or neglect, Contractor shall consult with the Department's Authorized Representative (or their designee) regarding whether that individual may provide services under this Contract.
 - iii. Contractor must retain copies of these background check results in all employee, intern, mentor or volunteer secured files, for 3 calendar years after the date of the Contractor's final payment from the County under this Contract.
 - iv. Contractor will ensure that every five (5) years an updated Child Abuse and Neglect background check will be run on each employee, intern, mentor and volunteer.

5. Contractor will complete a Sexual Offender Registry check and receive, at minimum, preliminary results before assigning/hiring employees to perform under this contract.
6. Douglas County reserves the right to audit Family Tree GOALS with on-site inspections, without notice, to ensure that only approved staff are providing the appropriate services.

F. Contractor Reporting

1. Reporting outlined in this Contract is separate from the Contractor's HUD CPF Subgrantee Agreement with the County, and these reports will not be submitted to HUD.
2. The following goal(s) and corresponding measure(s) will be established and tracked by the Contractor:
 - i. Goal 1
 1. Goal = Children will be enrolled/engaged with school.
 2. Measure = Within two (2) months of entering housing at the GOALS program, 90% of children will be enrolled/engaged with school or quality early childhood education services.
 - ii. Goal 2
 1. Goal = Families will obtain housing.
 2. Measure = Upon exit of the GOALS program, 80% of families will exit to safe and stable housing.
 - iii. Goal 3
 1. Goal = Household will maintain or increase income
 2. Measure = Over time, as clients participate in the GOALS program, 70% of adults will either secure employment or enhance their income at their current job.
 - iv. Goal 4
 1. Goal = GOALS case management contributed to client success
 2. Measure = upon exit of the GOALS program 80% of clients will report that case management at GOALS contributed to improved outcomes.
3. Contractor will provide to the Department a monthly report that minimally includes the following:
 - i. A cumulative report for the contract term that includes the number of current residents, number of new families referred in that month and date of housing commencement, and number of residents that exited that month.
 - ii. Summary of case management plan for each family, and
 - iii. Identification of any program, referral or coordination issues that need to be addressed by the Department.
4. Reports will be submitted with each month's invoice.
5. The Contractor will provide a report (in Microsoft Word), cumulative of the Monthly Report at the end of this Contract that is suitable for distribution to the Board of County Commissioners and potentially shared at a public Board Business Meeting. No client identifying information may be used. The report is due no later than the date of the final invoice. The report must include:
 - a. Summary minimally inclusive of a description of services provided, number of clients served, how service delivery was approached, and how the funds were used,

- b. Identification of all TANF purposes met,
- c. Summary of goal(s) and corresponding measure(s) and outcomes, and
- d. Any additional qualitative goals, measures or information relevant to the services provided.

During the course of this Contract, the Department will:

- 1. Use appropriate funding streams and will solely determine the appropriate eligibility for services and applicable funding streams.
- 2. Review and approve invoices and reports.
- 3. Provide clients information regarding civil rights complaints and conduct all reviews.
- 4. Monitor the provision of services which includes various expenditure and outcomes analyses, practice enhancements, and meetings with Contractor.
- 5. Coordinate with DC GOALS and/or Contractor as needed.
- 6. Schedule meetings with Contractor and/or DC GOALS as needed.

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Exhibit B
METHOD OF PAYMENT

1. Contractor shall invoice monthly for services rendered pursuant to Exhibit A. No pre-payments or advances will be made.
2. Contractor will not be paid for any additional fees, amounts, or costs. The Contractor will not be paid for an expense previously paid as outlined under the term Maximum Contract Expenditure in paragraph 4 of the Contract.
3. Contractor may invoice for any of the following expenses:
 - a. Staff salary
 - b. Taxes and benefits
 - c. Program operating costs for the GOALS Evergreen building which may include:
 - i. Client food
 - ii. Household supplies
 - iii. Phone/Internet
 - iv. Facilities
 - d. Administrative expenses of 15% of total costs
4. Payments under this Agreement shall not exceed the amount in **4. MAXIMUM CONTRACT EXPENDITURE**.
5. 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.
6. In the event that any costs are shared by multiple clients, or a cost is shared across two or more contracts with Douglas County, the Contractor must prorate the expense(s). The Department will only reimburse the portion of the expense incurred for the execution of this Contract.
7. If the Contractor elects to simultaneously use any of the same staff members on this Contract and another contract with the Department, the Contractor must provide documentation that clearly identifies that the Contractor is not receiving more reimbursement for that expense than the appropriate share for each contract.
8. Invoices will be submitted monthly by the 15th of the month following the month in which the expense occurred except the invoice for June 2025 is due to the County by July 7, 2025 at noon. Invoices cannot be requests for pre-payment. Contractor will post invoices to the County's OneDrive folder.
9. Invoices and back-up documentation may only be posted to the Department's OneDrive contractor folder, or mailed to:

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

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

10. Contractor will submit a complete invoice and only complete invoices will be paid. If the invoice is not complete, the Department will reject the invoice by emailing the Contractor's Office Director and delete all documents from the OneDrive folder. The Contractor is responsible for reposting the correct and complete invoice once it is available.

11. A complete invoice shall include the following:

- i. Invoice completed, printed, signed and incorporates all invoicing requirements and deliverables identified in Table 1:

Table 1.

#	Invoicing Requirements	Deliverable
1	Staff Salary	Expense and proof of payment
2	Staff Benefits	Expense and proof of payment
3	Taxes	Expense and proof of payment
4	15% Administration Costs	Up to 15%
5	Operating Costs <ul style="list-style-type: none">• Client food• Household supplies• Phone/Internet• Facilities	Expense and proof of payment
6	Monthly Report	A cumulative report for the contract term that includes the number of current residents, number of new families referred in that month and date of housing commencement, and number of residents that exited that month.

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Exhibit C
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.

Attachment 1
COLORADO WORKS ELIGIBILITY AFFIDAVIT

The form found on the next page must be completed by anyone who is 18 or over in a household for which reimbursement will be requested. (A version in Spanish can be provided to DC GOALS and Contractor as needed. For any other languages, please contact the Department.)

Colorado Works Eligibility Affidavit

Receipt of Colorado Works (TANF):

_____ I am currently receiving Colorado Works (TANF) Basic Cash Assistance
_____ I am not currently receiving Colorado Works (TANF) Basic Cash Assistance
from any Colorado County

Residency in the United State (Please check one box below):

_____ I am citizen of the United States, or
_____ I am a Permanent Resident of the United States, or
_____ I can verify lawful presence in the United States, pursuant to state law, or
_____ None of the above

Family Income (Income from all family members living at your address who are 18 and over):

_____ Less than \$75,000/year
_____ Greater than \$75,000/year

Family:

of adult (18 and over) members in household _____
of children (under age 18) _____
of biological or legally adopted children (under age 18) who do not live in your house _____

Race/Ethnicity (Optional):

White _____ Black/African American _____
American Indian/Alaskan Native _____ Asian _____
Native Hawaiian/Other Pacific Islander _____
Other: (Please specify) _____

Ethnicity (Optional): Hispanic _____ Non-Hispanic _____

County of Residence: _____

AFFIDAVIT

I, _____, do hereby declare and represent the information provided above to be TRUE and CORRECT to the best of my knowledge on this date signed below. The information you provided above could be subject to verification.

Signature: _____ Date: _____

Attachment 2
GOALS AGREEMENT

The form found on the next page is completed during Contractor's intake process by anyone who is 18 or over in a household for which reimbursement will be requested.



Guidelines for GOALS program:

Clients at all Family Tree residential sites are to maintain the rules and requirements of the shelter they are occupying. Shelter services are meant to provide a safe place for children and families experiencing homelessness. Clients are expected to maintain the following guidelines and expectations:

- Clients understand that all Family Tree staff, interns, and volunteers are mandated by the state of Colorado to report any child abuse and/or neglect.
- Clients understand that all Family Tree staff, interns, and volunteers are mandated by the state of Colorado to report any elder abuse and/or neglect.
- There may be no alcohol or drug use on any shelter property. Use of prohibited items will lead to immediate exit of the shelter and program.
- Use of substances outside of shelter property are your decision, keeping in mind that you are responsible for the supervision of your child(ren). If you are unable to care for your children and are the primary care giver of your children, Family Tree Staff are required to report child abuse and neglect to the Colorado Child Abuse and Neglect Hotline.
- If you chose to use substances outside of shelter and return to property under the influence, you are expected to maintain responsible behavior. If you are not acting responsible, this may result in an exit from shelter.
- There may be no weapons in shelter or on shelter property. Possession or use of weapons on shelter property will lead to immediate exit of the shelter and program.
- Clients are expected to participate in chores and contribute to the overall well-being and maintenance of the shelter.
- Clients are expected to treat each shelter resident, Family Tree staff members, volunteers and donors with respect and consideration.

- Clients will not leave their child(ren) unattended unless there is a previous agreement with Family Tree staff i.e., a Teen Contract or Child-Care Contract.
- Clients may not open the shelter door to anyone. This includes other residents. Instead, clients should locate a Family Tree staff member to assist someone at the door.
- Clients understand that safety checks occur three times a day. Family Tree staff will knock on your door once in the morning and once in the evening and request a verbal response. Family Tree staff will knock on your door mid-day and clients will need to open the door for staff to look inside and view the room from the doorway. That safety checks occur three times a day. Family Tree staff will knock on your door once in the morning and once in the evening and request a verbal response. Family Tree staff will knock on your door at midday and clients will need to open the door for staff to look inside and view the room from the doorway.
- Clients are not permitted to have animals or pets of any kind in shelter unless the client has a service animal.
- For confidentiality reasons, clients understand that there may be no still photographs, audio or videotaped recordings taken of other clients, staff, volunteers, or interns. This includes posts on social media or images taken on cell phones.
- Client understands that they are required to meet with case managers and/or navigators at least once per week in order for staff to assist clients in their goals, needs, and keep them up to date about their remaining length of stay in shelter.
- Children under the age of 12 may not be left unattended, use the microwave on their own, and are altogether prohibited from using the stoves.
- Clients understand that attendance is required by each client to remain in shelter over-night. Clients may request up to three nights outside of shelter.
- All clients are responsible for keeping their rooms clean and safe.
- Client understands that shelter cannot accommodate any outside visitors at this time. Please visit family and friends outside of shelter. If client needs to request a meeting with a community partner, case worker, health care provider, physician, please make staff aware with notice, so that they can accommodate the visit to the best of their ability.
- Client understands that they cannot burn candles, incenses, cigarettes, vapes, or anything that produces smoke in shelters.

- Client agrees to respect observed quiet hours of the shelter. Quiet hours begin at 8:00pm and end at 7:00am
- Client understands that if there is a pattern of behaviors that disrupts the safety of the community and/or breaches these guidelines and expectations that a plan will be put into place between Family Tree staff and the client to find solutions for behavior that aligns more closely with the more closely with the needs of shelter.
- Client agrees to attend Family Voice meetings regularly.

By signing this document, the client acknowledges and understands these expectations and guidelines listed above. Family Tree staff agrees to work closely with the client in effort to help them become successful in Family Tree residential programs.

have read, in its entirety, the "Program Agreement" for Family Tree's residential program. I understand that I will work closely with Family Tree staff so that I am successful in shelter programs. I understand that if I feel that I have been or am currently being treated unfairly I will reach out to the shelter director and/or the Vice President of Residential Services.

Name: _____

Signature: _____

Date: _____