

**MASTER SERVICES AGREEMENT (MSA)**  
**MANNA RESOURCE CENTER**

**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 **MANNA RESOURCE CENTER**, 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 County released Request for Qualifications (RFQ) #043-22 *Human Services Client and Staff Services* and the Contractor responded; and

**WHEREAS**, the County selected the Contractor as a preferred vendor during the RFQ process; and

**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. BADGE ACCESS TO COUNTY FACILITIES:** This contract requires access to multiple facilities within Douglas County, including law enforcement and judicial buildings that may contain Criminal Justice Information (CJI) material. As such, Douglas County will perform prescreening background checks of Contractor and associated personnel. In addition,

Contractor and associated personnel must pass state and federal fingerprint and background checks prior to the start of work and access to any Douglas County facility. To complete the fingerprinting and background checks, Contractor and associated personnel must set up vendor accounts with the Colorado Bureau of Investigations (CBI): <https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/new-accounts>. Depending on access requirements, the Contractor and associated personnel may be required to sign an additional CJIS security addendum. Douglas County reserves the right to refuse to credential Contractor and associated personnel, at its sole discretion, should any concerns arise during this process.

**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.

**9. 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.

**10. 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.

**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 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.

**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 Agreement, or any subsequent agreement subject to this Agreement, 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 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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](mailto: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: Erin White, Director  
Manna Resource Center  
[ewhite@mannaresourcecenter.org](mailto:ewhite@mannaresourcecenter.org)  
3900 Grace Boulevard  
Highlands Ranch, CO 80126  
Telephone: (720) 485-1008

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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**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. 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.

**26. 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.

**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. 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 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.

**29. 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.

**30. 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.

**31. 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

**32. 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.

**33. 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.

**34. 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.

**35. 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:

- 1<sup>st</sup> This Agreement, Sections 1 through 37
- 2<sup>nd</sup> Exhibit A – SOSA (Block) and subsequent agreements and amendments (Inclusive of Exhibits A1-A2 and Attachments A1-A2)  
Exhibit B- SOSA (TANF) and subsequent agreements and amendments (Inclusive of Exhibits B1-B2 and Attachments B1-B3)
- 3<sup>rd</sup> Exhibit C – Insurance
- 4<sup>th</sup> Request for Qualifications (#043-22)
- 5<sup>th</sup> Response to Request for Qualifications

**36. 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.

**37. 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.

(Remainder of Page Intentionally Blank)



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

# MANNA RESOURCE CENTER

**BY:** \_\_\_\_\_  
Erin White, 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**

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**Notary Public**

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

**EXHIBIT A**  
**SCOPE OF SERVICES AGREEMENT 2025-2026**  
**MANNA RESOURCE CENTER**

**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 **MANNA RESOURCE CENTER**, 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 A1, 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 Eighty Thousand Dollars (\$280,000.00) for the Term. Payment terms are as described in Exhibit A2. 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 A1, 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.

The Contractor will make reasonable efforts to review requirements to become a Medicaid provider and invoice all Medicaid services accordingly should they become a

Medicaid provider. The Contractor will reimburse the Department for any funds paid by the Department for a service previously or subsequently paid for by Medicaid.

In the event that third-party payment is available for any service described in Exhibit A1 and the Contractor agrees to accept that payment, said compensation is payment in full. The Contractor will not subsequently invoice the County for any shortfall in third-party payments. Examples of third-party payors include Medicaid or Children's Health Plan from any state, private health insurance, victim's compensation, trust fund or disability trust, or settlement. Amounts paid by third-parties do not count against the Maximum Contract Expenditure.

In select circumstances if the Contractor accepts private insurance for a service described in Exhibit A1 and as mutually agreed upon between the Contractor and the County, should a client co-pay or deductible be due to the Contractor, the County will pay the client's co-pay and/or deductible. Such payments do count against the Maximum Contract Expenditure. Prior to this being considered, the Contractor agrees to verify allowable covered benefits, co-pays, and/or deductibles. The County will provide written approval should this circumstance be approved.

4. **TERM:** It is mutually agreed by the parties that the term of this SOSA shall commence as of 12:01 a.m. on July 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.

**MANNA RESOURCE CENTER**

**BY:** \_\_\_\_\_  
Erin White, Director

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

## **Exhibit A1**

### **Overview**

The Department of Human Services (Department) with various community agencies participated in development of the Douglas County Child Abuse and Maltreatment Prevention Plan (Plan). One of the Plan's goals was to establish a family resource center as well as increase awareness of existing home visiting programs available in the County. Contractor co-established the Family Center of Douglas County (FCDC) with Catholic Charities of Central Colorado, and the FCDC became operational in 2021. In 2024, The Manna Resource Center is assuming the work and responsibilities of the FCDC and the name Family Center of Douglas County will be dissolved.

The Department intends to support the Manna Resource Center by making quarterly payments to Contractor as outlined in Exhibit A2 B. Permitted uses for these quarterly payments include but may not be limited to:

- 1) Salary and benefits for two and a half Family Support Coaches, and a pro-rated portion of their Supervisor's and/or Manager's salary and benefits, Hiring and retention expenses for Family Support Coaches, and a pro-rated portion of their Supervisor's and/or Manager's,
- 2) Family Support Coaches mileage and uniforms,
- 3) Training and conference attendance for Family Support Coaches as required by the Department or directly related to this work, and a pro-rated portion of their Supervisor's and/or Manager's training and conference attendance,
- 4) General office supplies and equipment for Family Support Coaches, and a pro-rated portion of their Supervisor's and/or Manager's supplies and equipment,
- 5) Marketing and promotional materials,
- 6) Enhancement of community partnerships for client referrals,
- 7) Development and operation of a Parent Café (a parent support/education group that meets in the community),
- 8) A pro-rated portion of rent and building related expenses (as applies to the Family Support Coaches and their direct Supervisor and/or Manager),
- 9) A pro-rated portion of general overhead, e.g., operational insurances, background checks, payroll processing, human resources and general management costs (as applies to the Family Support Coaches and their direct Supervisor and/or Manager),

It is incumbent upon the Contractor to verify that a specific expense not listed above is allowed. If an expense is not listed below but determined by the Department to be a permissible expense, the Department's written approval will be retained in the Contractor's file and does not require an Amendment. Expressly non-permitted uses for these funds include, but may not be limited to:

- 1) Alcohol, food, gifts or supplies for staff events such as anniversary/retirement parties or holiday celebrations,
- 2) Any proselytization or contributions to religious institutions or for religious activities,
- 3) Lobbying activities, events or fees,
- 4) Direct financial assistance or third-party payments for non-Douglas County residents,
- 5) Payment for any work, e.g., case management, or expense related to serving non-Douglas County residents, and
- 6) Payment for any work or cost that is otherwise reimbursed under Exhibit A or covered by any other Department, County, State or Federal funding source.

## Services

The Manna Resource Center seeks to strengthen families through connections to community resources and supports. The primary services offered are a comprehensive needs assessment, case management, mental health counseling, resource navigation, referrals, and enrollment in human services benefits. Resources and referrals provided to families will fall into 5 categories based on the Strengthening Families Protective Factors: parental resilience; parenting and child development; social connections; concrete support; and social and emotional competence of children.

Department staff will provide virtual or on-site assistance at each location for families seeking public assistance benefits as available and practical.

Family Support Coaches will be provided a County email for County network access purposes. Contractor may use either the County email address or their own organization's email to conduct work performed under this Contract.

The Manna Resource Center is located in Highlands Ranch and serves all of Douglas County. The Center will be open 4-5 days per week during the course of this Contract. Families will be able to walk in or schedule in-person or virtual appointments. Staff invoiced under this Contract must be employed by Contractor and no other partner.

### 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. Retain confidentiality of all client information. This includes all verbal, written, and electronic communication, and all service delivery information. Unless prior written approval is provided by the Authorized Representative, the Contractor may not release any information about the program and its applicants beyond what is outlined in Recitals 15 and 23 of the Master Services Agreement (MSA). All client data must be sent via secure email, secure file transfer or US mail between the Department and Contractor.
- d. Contractor will notify the Department if/when any criminal misdemeanor, or felony offenses or criminal charges occur that could impact assigned staff's fitness or ability to execute the work assigned in this Contract, or that violate a law, e.g., Adam Walsh Act, or program requirement.
- e. Comply with Douglas County and/or Department required training, including but that may not be limited to: 1) mandatory reporter, 2) building safety and security, 3) cyber and data security, and 4) Fulfill fingerprinting requirements in accordance with Term 17 of the Master Service Agreement (MSA) and Attachment A2, both of which are incorporated into this Agreement.
- f. Contractor will meet with the Department as needed throughout the Contract to review performance, discuss the developing program and ensure consistency of work, invoicing, approach and related items.

- g. Provide appropriately skilled, continuous supervision of staff and appropriate overall management.
  - h. Notify the County in writing of any change in the persons authorized to bind this Contract.
  - i. Participate in any Federal, State or County audits or performance reviews, and allow access to all related records and systems, including an on-site visit if requested.
2. Recruitment and Supervision
- a. Contractor will recruit for and hire Family Support Coaches during Contract term. Depending on when the person is hired, if ample time remains within this Contract, Contractor and Department will meet to complete a six (6) month performance review. If there is not ample time within this Contract for the performance review, Contractor and Department will meet to review performance to determine if that person should continue and a subsequently prepared Contract.
  - b. Family Support Coaches work under the direct supervision of Contractor. As needed, the Department will coordinate with Contractor.
  - c. Department will provide training, resource connections, and program information when appropriate.
3. 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.
- 4. 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 8 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.
- 5. Education, Training, and Other Requirements
  - a. Education and experience strongly preferred includes:
    - i. Bachelor's degree in human services, social work, or related field,
    - ii. Two years of full-time experience working with direct client/family interaction in a human service-related field, and
    - iii. Demonstrated knowledge of the Child Welfare system.
  - b. Family Support Coach must:
    - i. Successfully complete (or be waived by the Colorado Department of Human Services) all mandatory new Child Welfare Caseworker training within the first four (4) months of employment, and
    - ii. Complete required 40 hours annual child welfare training, and any State or County required Child Welfare or Adult Protection training.
  - c. Various other requirements include:
    - i. Continuously hold a valid driver's license.
    - ii. Demonstrated ability to interact in a culturally appropriate manner with all clients, co-workers, volunteers, partner agencies, and other community members,
    - iii. Demonstrated excellent verbal and written communication; problem solving skills including the ability to locate and access resources and services; and ability to listening and form and maintain positive relationships.
    - iv. bilingual English/Spanish is preferred.
- 6. Deliverables
  - a. Contractor will refer to Attachment A1
- 7. Systems
  - a. Use Colorado's Child Welfare computer system (Trails) to document status updates with regard to family engagement in services offered.
  - b. Update empowOR database regarding all key elements of case work and status.
- 8. Location and Space
  - a. Contractor must fulfill all fingerprinting requirements in accordance with Term 7 of the MSA and Attachment A2, both of which are incorporated into this Agreement in order to receive building access.
  - b. For periodic use, Family Support Coaches will be provided a County badge and standard cube at the Department's location and have access to a phone, copier/scanner, and other basic office furniture and supplies. Family Support Coaches may schedule interview rooms to meet with clients using the County's email system.

9. Services and Deliverables

- a. Services and deliverables are listed in Attachment A1.
- b. The Contractor will ensure staff are appropriately credentialed. This includes:
  - 1) required training, certifications and licenses;
  - 2) insurance; and
  - 3) background checks as required by law and specified in this Contract, to render these services.
- c. Missing or incomplete deliverables with insufficient detail will result in slower invoice review and payment processing due to additional follow-up. Required deliverable(s) never provided or late deliverable(s) are subject to non-payment.

During the course of this Contract, the Department will:

1. Provide a County email address and access to Douglas County network and HSCARES, and Colorado child welfare computer systems, i.e., Trails.
2. Use appropriate funding streams and will solely determine the appropriate eligibility for services and applicable funding streams.
3. Provide clients information regarding rights and fair hearings.
4. Monitor the provision of services which includes various expenditure and outcomes analyses, practice enhancements, and meetings with Contractor.
5. Schedule meetings with Contractor as needed.

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**Exhibit A2**  
**METHOD OF PAYMENT**

1. The Contractor will provide service(s) and deliverable(s) for the rate(s) listed in Attachment A1 and accept any and all forms of payment.
2. Rates outlined in Table 1 constitute payment in full and the Contractor will not be paid for any additional fees, amounts, or costs. The Contractor will not be paid more than one time for the same service as outlined under the term Maximum Contract Liability in paragraph 3 of the Exhibit A, Scope of Services Agreement (SOSA).
3. Contractor may not request any pre-payment of expenses or pre-payment of a monthly invoice.

**Table 1.**

<b>Services</b>	<b>Budget</b>
Exhibit A1 - Manna Resource Center (Program Operations)	Contractor will invoice for twelve (12) monthly payments as outlined below. Funds are to be used for expenses outlined in Exhibit A1, “Overview”, paragraph 2, items 1 through 9.  \$23,333.33 per month (June 2025 – May 2026) (11 months) \$23,333.37 (June 2026) (Final month)
<b>Total</b>	<b>\$280,000.00</b>

4. Monthly payments listed in Table 1 constitute payment in full and Contractor will not be paid for any additional fees, amounts, or costs.
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. No expense or cost provided under this contract may not also be an invoiced and reimbursed expense covered by a separate contract with this Department. If requested, Contractor will provide within 30 calendar days of the request a sufficiently detailed accounting to the Department outlining how this expense is not also included in any payment made under a separate contract with this Department.
9. Invoices must be submitted by the 15<sup>th</sup> of each month after the month in which service(s) were rendered, except June 2026 is due July 7, 2026. Complete invoices will only use the service names listed in Exhibit A1 and include the required deliverable(s) listed in

Exhibit A1. Failure to submit invoices timely or without required deliverables may result in non-payment. Invoices cannot include estimates or requests for pre-payment. Contractor will post invoices to the County's OneDrive folder.

4. 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.**
5. Invoices and back-up documentation may only be sent via:
  - a) secure email to [HSAccounting@douglas.co.us](mailto: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](mailto:HSAccounting@douglas.co.us) when new invoices have been added to OneDrive or existing documents edited in OneDrive.

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## ATTACHMENT A1 SERVICES, DELIVERABLES AND RATES

Invoices must be submitted by the 15<sup>th</sup> of each month after the month in which service(s) were rendered. Failure to submit invoices timely or without required deliverables may result in non-payment.

#	Service	Description	Deliverable(s)
1	Calling referred families for program enrollment, offering case management and program services using strength-based practices	Monthly written reports may include but are not limited to 1) Number of referrals received, 2) Number of families served, 3) Home visits completed, 4) Specific types of direct services provided, and 5) Other appropriate measures as required.  Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.	Service included in monthly rate.
2	Conducting initial and follow-up assessments	Written Intake/Assessment- Completed to determine appropriateness of services.	Service included in monthly rate.
3	Linking families to financial services and community resources	Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.	Service included in monthly rate.
4	Completing the needs assessment using the CFSA2, and following-up with contacts to assess goal attainment and need for further referrals and provide resources that may not be available in the community such as financial planning, parenting skills, and communication skills	Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.	Service included in monthly rate.
5	Conducting home visits or other convenient location at least monthly as determined by the family to	Monthly written reports may include but are not limited to 1) Number of referrals received, 2)	Service included in monthly rate.

	provide needs assessment, establish client rapport, set family-centered and strengths-based service plan, and provide direct services and follow-up to assigned families	Number of families served, 3) Home visits completed, 4) Specific types of direct services provided, and 5) Other appropriate measures as required.	
6	Collaborate with community partners (including but not limited to Child Welfare, juvenile justice, mental health, education, and medical) to ensure cohesive coordination of services	Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.	Service included in monthly rate.
7	Facilitating the connection to community referrals for services to maintain a safe environment and enhance child and family wellbeing. Referrals include meeting basic, safety, social, esteem, and cognitive needs of individuals within the family and/or the family as a whole. Intensive follow-up required for any referrals provided	Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.	Service included in monthly rate.
8	Develop case plans for families regarding parenting skills, family problems, economic stressors, parent/child relationships, and community connectedness. Work toward keeping children safe in their home and the community	Case Plan- Written report detailing specific family treatment objectives and outcomes including target dates.  Discharge Summary- Written summary following close of service. Report will include documentation of outcome of services, achievement of treatment objectives, and recommendations for family.	Service included in monthly rate.
9	Participating in ongoing trainings and being responsible for following quality standards for family strengthening and support and trauma-informed care	Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.	Service included in monthly rate.
10	Participating in state meetings and trainings with the approval of Contractor supervisor in order to implement new and ongoing rules and regulations	Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.	Service included in monthly rate.
11	Providing advocacy to entities involved with referred families, including but not limited to welfare and public	Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly	Service included in monthly rate.

	benefit agencies, landlords, and educational entities	outcome reports and utilization reviews.	
12	Board of County Commissioners Report	Contractor will provide a report (in Microsoft Word), 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 July 7, 2025 and must include: 1) Summary of services provided, 2) Number of clients served, 3) How service delivery was approached, and 4) Any additional data or information relevant to the services provided	Service included in monthly rate.

## Attachment A2

# FINGERPRINTING INSTRUCTIONS FOR VENDOR MANAGEMENET PROGRAM PARTICIPANTS

The following fingerprinting instructions must be followed by the vendor in order to obtain access to Douglas County buildings and/or systems.



**COLORADO**  
Bureau of Investigation

Department of Public Safety

690 Kipling Street  
Denver, CO 80215  
(303) 239-4201 | [www.colorado.gov/cbi](http://www.colorado.gov/cbi)

### Fingerprinting Instructions for Vendor Management Program Participants

The CBI implemented on September 24, 2018 the Colorado Applicant Background Services (CABS) program in response to Senate Bill 17-189. This bill authorizes, under the management of the CBI, third party vendors to print and submit non-criminal applicant fingerprints to the state.

Applicants are required to pre-enroll and schedule an appointment to have their fingerprints taken and submitted electronically to CBI for processing. To better serve all Colorado citizens, enrollment sites have been strategically placed throughout Colorado.

In the event an applicant resides outside of Colorado or is physically unable to visit an enrollment location, they will submit their fingerprints to our vendor for cardscan conversion processing (see link below for instructions). This process will convert physical fingerprint cards to allow these submissions to be processed electronically utilizing the CABS program.

	Website	Fees	Service Code	Mail-In Option
IdentoGo	<a href="https://enroll.identogo.com/workflow/25YR99">https://enroll.identogo.com/workflow/25YR99</a>	\$39.50 CBI fee + \$10.00 IdentoGo fee	25YR99	Visit <a href="https://enroll.identogo.com/workflow/25YR99/hardcard/his">https://enroll.identogo.com/workflow/25YR99/hardcard/his</a> for instructions.
Colorado Fingerprinting	<a href="http://www.coloradofingerprinting.com/cabs/">http://www.coloradofingerprinting.com/cabs/</a>	\$39.50 CBI fee + \$10.00 Colorado Fingerprinting fee	None	Applicants register online, select "out-of-state applicant" and pay for their order online. Mail fingerprint card with order receipt to Colorado Fingerprinting for processing at 110 16 <sup>th</sup> St, 8 <sup>th</sup> Floor, Denver, CO 80202.

Fingerprint processing times are typically less than 24 hours for the fingerprint processing; up to an additional week for further screening and authorization into the Vendor Management Program. Please bear in mind that, even if the fingerprint processing is complete, there is still an additional review process conducted by the CBI for enrollment into the program. An applicant to the Vendor Management Program is not considered authorized until the Vendor Administrator receives an email declaring them as such.

In the rare instance that fingerprints are rejected for poor print quality, the applicant will be notified and instructed to reschedule an appointment at no charge.

If your company has elected to set up an invoiced account with the CBI in the past, the CBI will no longer be invoicing you directly. Payment to cover CBI/FBI processing as well as the fingerprint capture fee will be collected by the fingerprint vendor.

For more information, visit the Colorado Bureau of Investigation website:

- Fingerprints and CABS: <https://www.colorado.gov/pacific/cbi/employment-background-checks>
- Vendor Management Program: <https://www.colorado.gov/pacific/cbi/cjis-vendor-management-program>

700 Kipling Street Suite 1000, Lakewood, CO 80215 [cdpsweb.state.co.us](http://cdpsweb.state.co.us)  
Jared Polis, Governor | Stan Hilkey, Executive Director





**EXHIBIT B**  
**SCOPE OF SERVICES AGREEMENT 2025-2026**  
**MANNA RESOURCE CENTER**

**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 **MANNA RESOURCE CENTER**, 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 B1, 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 Sixty Thousand Dollars (\$60,000.00) for the Term. Payment terms are as described in Exhibit B2. 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 B1, 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 July 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.

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

**MANNA RESOURCE CENTER**

**BY:** \_\_\_\_\_  
Erin White, Director

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

## **Exhibit B1**

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 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 purposes 1 & 2 above. This is considered a "non-emergency" service for the purposes of TANF eligibility, and Contractor will use the Affidavit in Attachment B2.

TANF eligibility for this Exhibit is as follows:

1. The household has gross annual income of under \$75,000,
2. The household has a dependent child under 18, and
3. Everyone 18 years or older must be U.S. citizens or lawfully present.

Contractor may provide the services described within this Exhibit and Attachment B1 to TANF eligible Douglas County families. The offer or receipt of services can never be contingent upon any participation in the church, donation to the church, or any proselytization; all client activities connected to the church must be voluntary and not a condition of receipt of these services.

Contractor will:

1. Notify anyone who is or may be eligible for these services but objects to receiving services from a religious organization that he or she should contact the Department to verify eligibility and they will be able to receive a benefit of comparable value. The contractor will facilitate this contact in a timely manner; and
2. Ensure that all recipients of this benefit are notified via: 1) a posted flyer (See Attachment B3), and 2) using the Affidavit provided in Attachment B2.)

### **A. Conducting Business**

- a. Retain confidentiality of all client information. This includes all verbal, written, and electronic communication, and all service delivery information. All client data must be sent via secure email, secure file transfer or US mail between the Department and Contractor.
- b. Notify the County in writing of any change in the persons authorized to bind this Contract.
- c. Contractor will meet with Department staff as needed to review contract performance, discuss new referral and coordination options, and other related items.

- d. Provide appropriately skilled, continuous supervision of staff and appropriate overall management.
- e. Not subcontract this work to any other entity.
- f. Participate in any Federal, State or County audits or performance reviews, and allow access to all related records and systems, including an on-site visit if requested.
- g. These services and all work related to it will be provided at the Contractor's address listed in term 17. NOTICES of the Master Service Agreement (MSA). However, if during an emergency the Department and Contractor mutually agree that work can be completed from Contractor's staff home or other location, the requirements and expectations outlined herein remain in effect. If any clarifications or modifications are required, the agreement(s) will be outlined in a letter from the Department to the Contractor (both parties outlined in term 17. NOTICES of the MSA. The agreements outlined in said letter will immediately become an enforceable attachment to this Contract. If needed, multiple letters may be prepared. Any second or subsequent letter will identify what, if anything, remains in effect from the prior letter(s).

#### B. Compliance with Laws, Rules and Policies

- a. Immediately report suspected child and adult abuse, neglect and exploitation. Contractor must receive the Department's mandatory reporter training.
- b. Abide by all applicable Federal, e.g., civil rights, HIPAA and Adam Walsh Act, and State laws, rules, and regulations.
- c. Contact the Department's Investigations Unit with any questions regarding possible or known client or provider fraud or abuse, and complete fraud referrals as appropriate.

#### C. Location of Services

- a. All services and related work shall be performed at 3900 Grace Boulevard, Highlands Ranch, CO 80126. Any proposed changes to this location must comply with Section A, Conducting Business, subsection (g) of this exhibit.

#### D. Client Financial Assistance

- a. Contactor may provide financial services as outlined below for any TANF eligible person or family as follows:
  - i. Non-emergency shelter assistance, e.g., rental or mortgage assistance, mobile home loan payments or lot fees
  - ii. Utility expenses, e.g., trash, water, electricity, natural gas
  - iii. Driver and vehicle expenses only to include:
    - 1) Driver's license fees,
    - 2) Vehicle registration (only if valid driver's license and ownership of the vehicle is verified), and
    - 3) Up to 6 months of car insurance (only if valid driver's license and ownership of the vehicle is verified and as long as it's paid in one installment).
  - iv. Transportation expenses only to include:
    - 1) car repair (up to \$2,000 and only if valid driver's license and ownership of the vehicle is verified),

- 2) emissions testing (only if valid driver's license and ownership of the vehicle is verified),
  - 3) tire purchases (up to \$1,000 and only if valid driver's license and ownership of the vehicle is verified), and
  - 4) gasoline gift cards, bus passes, taxi vouchers.
- v. If client assistance is sought that does not fall into categories i. thru iv., contractor will reach out to the Department for approval.
- b. Contractor is not limited to a family maximum but is encouraged to consider a family cap of \$3,000 so that available funding can be used across multiple families. Generally, payments will be made to the provider on behalf of clients, i.e., no direct payments to clients. However, direct payments to clients is permitted if the circumstances warrant it.
- c. Contractor may contact the County to discuss any requests not specifically mentioned in above that would assist the family with meeting one of the four federal purposes of TANF. The County will consider each request on a case-by-case basis, and if some other use is approved will provide written confirmation that outlines the use and any applicable cap or restrictions.
- d. Contractor will use the Affidavit in Attachment B2. If the Contractor later determines that a family falsely completed the Affidavit, the County will be contacted immediately to determine how costs already incurred will be managed. Contractor is only required to seek additional back-up verification if items noted on the Affidavit are believed to be inaccurate and will not be held responsible if the County later determines the Colorado Works Eligibility Affidavit to be falsely completed. If services have been provided in the past but the Affidavit is more than 12 months old, or if the Contractor is aware of any changes in household composition or income, then a new Affidavit must be obtained.
- e. Contractor will review and update the "TANF Partner Client Log" that resides on the Department's TANF Partner SharePoint site prior to issuing financial support to or on behalf of the client(s). If the client has received assistance consecutively in the three (3) prior months from this Contractor or any community partner, assistance shall not be provided with TANF funding for the fourth month.

#### E. Case Management

- a. Contractor will refer to Attachment A1

#### F. Staffing Requirements:

- a. Contractor's case management staff will have at least one (1) year of case management experience.
- b. Supervisory staff will have at least two (2) years of case management experience, and directly and exclusively supervised by Contractor.

#### G. Case Management Time

- i. Case Management provided under this Exhibit may not also be an invoiced and reimbursed expense covered by a separate contract with this Department. If requested, Contractor will provide within 30

calendar days of the request a sufficiently detailed accounting to the Department outlining how this expense is not also included in any payment made under a separate contract with this Department.

F. Reporting

- a. Contractor will refer to Exhibit B and Attachment B1.

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## **Exhibit B2**

### **METHOD OF PAYMENT**

1. The Contractor will accept any and all forms of payment. The Department will determine which funding stream(s) is appropriate for the services and may switch between funding streams if needed.
2. Rates outlined in Table 1 constitute payment in full and the Contractor will not be paid for any additional fees, amounts, or costs. The Contractor will not be paid more than one time for the same service as outlined under the term Maximum Contract Liability in paragraph 3 of this agreement.

Table 1.

#	Services	Budget	
1	Exhibit B1	Client Financial Assistance	\$25,000.00
		Case Management	<u>\$35,000.00</u>
		Total	<b>\$60,000.00</b>
		Actual hours worked will be reimbursed at a flat rate of \$34.00 per hour up to this item's budget cap.	

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. 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.
5. 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.
6. Invoices will be submitted monthly by the 15<sup>th</sup> of the month following the month in which the expense occurred except the invoice for June 2026 is due to the County by July 7, 2026 at noon. Invoices cannot include estimates or requests for pre-payment. Contractor will post invoices to the County's OneDrive folder.
7. 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](mailto:HSAccounting@douglas.co.us) when new invoices have been added to OneDrive or existing documents edited in OneDrive.

- a. 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.
- b. A complete invoice is defined as:
  - i. Invoice completed, printed off and signed;
  - ii. Complete invoices will include the required deliverable(s) listed in Attachment B1,
  - iii. All items listed in the Checklist below due that month:

#	Invoicing Requirements	Deliverable
1	Case Manager Expenses	Hours x Rate = Cost
2	Shelter Financial Assistance	Expense, proof of payment, signed TANF affidavit, valid ID for all adult household members and supporting documentation
3	Utility Financial Assistance	Expense, proof of payment, signed TANF affidavit, valid ID for all adult household members and supporting documentation
4	Transportation	Expense, proof of payment, signed TANF affidavit, valid ID for all adult household members and supporting documentation
5	Sales Tax	Dollar Amount
6	Monthly Report	Contractor will provide a monthly report. See Attachment B1 for report details.

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**Attachment B1**  
**SERVICES, DELIVERABLES AND SUBMISSION FREQUENCY**

Complete invoices will include the required deliverable(s) as defined in this Attachment B2. Failure to submit invoices timely or without required deliverables may result in non-payment.

#	Service	Description	Deliverable(s)	Rate & Unit
1	TANF eligibility determination	Contractor will determine TANF eligibility and maintain all documentation using the Affidavit, and valid id for adult household members.	See Attachment B2.	Monthly submission with invoice
2	Intake Assessment	If the minimum eligibility requirements are met, the adult(s) will be required to participate in an intake assessment with a case manager to determine the household's stability in various self-sufficiency and protective factors. Following this assessment, applicants will be either invited into the program, or provided referrals to community partners that are better able to provide assistance based on the family's needs.	Contractor will maintain all documentation.	Reference Exhibit B1
3	Care Plan	Applicants will work with their case manager to identify goals related to the domains that scored below the level of stability (score of 1 or 2 points on the Colorado Family Support Assessment or CFSA 2.0). The case manager will then create a "Care Plan" in empowOR where these goals will be documented. Each	Contractor will maintain all documentation.	Reference Exhibit B1

		Care Plan will have a maturity date that is 120 days from the date the Care Plan is created.		
4	Monthly Care Plan status meetings	<p>Once the Care Plan is established, the case manager meets regularly with the family, as often as necessary but no less than monthly, to review progress on their goals. The role of the case manager is to walk alongside the family as they work on their goals – encouraging action, celebrating successes and coaching through setbacks.</p> <p>The assessment tool can be used at any time to reassess the family’s situation but must be completed at least every 90 days. At the case manager’s discretion, the maturity date may be shortened or extended based on the circumstances.</p>	Contractor will maintain all documentation.	Reference Exhibit B1
5	Case Staffing	<p>Independent of conversations with the Client, internal case conferencing will be used to bring the collective wisdom of the case management team together to discuss challenges in case work and develop remediation strategies that promote the family’s success.</p> <p>Care Plan Reporting- Contractor will document whether or not each goal has been successfully completed by the maturity date of the Care Plan. For individual families and at the</p>	Contractor will maintain all documentation.	Reference Exhibit B1

		consolidated program level, empowOR reports can be generated to show the number and percentage of goals successfully achieved, and the incremental change in the household's assessment scores between the start and end dates of their Care Plans. Case managers may also enter case notes and action plans into the system in order to provide a narrative of the family's journey. Accompanying documentation, such as pay stubs, rental agreements, and reference documents are also stored in the data management system.		
6	Financial Assistance	Contractor may provide financial services as outlined in Exhibit A. SCOPE OF SERVICES, D. Client Financial Assistance.	TANF Affidavits- Contractor will provide TANF affidavits for all household members 18 and over.  Financial Assistance Documentation- Contractor will provide proof of the expense, proof of payment and a copy of the ID for all adult household members.	Financial Assistance Documentation provided at the time of monthly invoice.
7	Goal Tracking	Contractor must identify at least one goal to be quantifiably measured throughout the contract term.	Written correspondence to the Department identifying at least one goal to be quantifiably measured throughout the contract term.	Due at the time of first invoice submission of this contract term and no later than August 15, 2025
8	Monthly Report	Contractor will provide a monthly report (in Microsoft Word), suitable for distribution.	Report must include: 1) Summary of services provided, 2) Number of clients served,	The report is due no later than the 15 <sup>th</sup> of each

		No client identifying information may be used.	3) How funds were used.	month upon submission of the monthly invoice
9	Board of County Commissioners Report	<p>Contractor will provide a report (in Microsoft Word), cumulative of the Monthly Report and 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 July 7, 2026, and must include:</p> <ol style="list-style-type: none"> <li>1) Summary of services provided,</li> <li>2) Number of clients served,</li> <li>3) How service delivery was approached, and</li> <li>4) How funds were used</li> <li>5) Identification of all TANF purposes met</li> <li>6) At least one quantifiable measure related to the goal identified in #7</li> <li>7) Any additional qualitative goals, measures or information relevant to the services provided.</li> </ol>	Contractor will provide a report (in Microsoft Word), 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.	Report is due no later than July 7, 2026

**Attachment B2**  
**COLORADO WORKS ELIGIBILITY AFFIDAVIT**

The following notice must be continuously posted in a location reasonably visible to clients who will be seeking the services outlined in this contract.

The Douglas County Department of Human Services (Department) partners with Manna Resource Center to reimburse them for expenses paid on behalf of families that meet specific criteria: 1) Douglas County residents, 2) dependent child under 18 in the home, 3) adults and children 18 and over are U.S. citizens or lawfully present, and 4) annual combined household income is under \$75,000.

In order to determine what portion of the costs can be paid for by the Department, Manna Resource Center must provide a completed Affidavit for potentially reimbursable expenses. However, if you believe you are eligible but have an objection to receiving this service from a faith-based organization, please contact the Department at 303-688-4825 or come to our office at 4400 Castleton Court in Castle Rock, to review possible alternatives.

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## 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: \_\_\_\_\_

The Douglas County Department of Human Services (Department) partners with Manna Resource Center to reimburse them for expenses paid on behalf of families that meet specific criteria:

- 1) Douglas County residents,
- 2) dependent child under 18 in the home,
- 3) adults and children 18 and over are U.S. citizens or lawfully present, and
- 4) annual combined household income is under \$75,000.

In order to determine what portion of the costs can be paid for by the Department, Manna Resource Center must provide this completed Affidavit for potentially reimbursable expenses. However, if you believe you are eligible but have an objection to receiving this service from a faith-based organization, please contact the Department at 303-688-4825 or come to our office at 4400 Castleton Court in Castle Rock, to review possible alternatives.



## **Attachment B3**

### **CHARITABLE CHOICE NOTICE**

The following notice must be: 1) continuously posted in a location reasonably visible to clients who will be seeking financial services outlined in this contract, and 2) posted during the TANF eligibility sample survey period outlined in this contract.

The Douglas County Department of Human Services (Department) partners with Church of the Rock to provide meals to families that meet specific criteria: 1) Douglas County residents, 2) dependent child under 18 in the home, 3) adults or children 18 and over are U.S. citizens or lawfully present, and 4) annual combined household income is under \$75,000.

In order to determine what portion of the costs can be paid for by the Department, Church of the Rock periodically conducts a survey of all individuals who wish to receive the prepared meal. However, if you believe you are eligible but have an objection to receiving this service from a faith-based organization, please contact the Department at 303-688-4825 or come to our office at 4400 Castleton Court in Castle Rock, to review possible alternatives.

## **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](mailto: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.