

**PUBLIC CONTRACT FOR SERVICES**

**THIS PUBLIC CONTRACT FOR SERVICES** (the “Contract”) is made and entered into this \_\_\_\_\_ day of October 2024, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **DEVELOPMENTAL PATHWAYS, INC.** a nonprofit agency serving individuals with disabilities in Douglas, Arapahoe, and Elbert Counties, authorized to do business in Colorado (the “Contractor”). The County and the Contractor hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

**RECITALS**

**WHEREAS**, the County is undertaking certain activities for The Care Compact (TCC) and Youth Care Compact (YCC), enhanced care coordination programs serving individuals with complex mental health needs, substance use needs, and intellectual and developmental disabilities; and

**WHEREAS**, the County desires to engage the Contractor to render certain professional services and assistance in connection with such undertakings of the County related to the Douglas County Mental Health Division (DCMHD), its Community Response Team (CRT) and The Care Compact (TCC) programs and the County’s intent to increase the capacity of these programs to serve more people in need; and

**WHEREAS**, the DCMHD will work together with the Contractor, the designated Case Management Agency, and Community Centered Board for Douglas County; 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. LINE OF AUTHORITY:** Barbara Drake, (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Contractor under this Contract.

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

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

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

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

**4. MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **TWO HUNDRED EIGHTY-THREE THOUSAND FOUR HUNDRED TWELVE DOLLARS AND NO CENTS** (\$283,412.00) for the term. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Contractor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

**5. TERM:** It is mutually agreed by the Parties that the term of this Contract shall commence as of 12:01 a.m. on **October 1, 2024**, and terminate at 12:00 a.m. on December 31, 2026. This Contract and/or any extension of its original Term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding Term.

**6. INVOICING PROCEDURES:** Payments shall be made to the 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 an officer of the Contractor shall appear on all invoices certifying that the invoice has been examined and found to be correct.

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

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

**8b. FOR PROFESSIONAL NEGLIGENCE:** The Contractor shall indemnify and hold harmless the County and any of its commissioners, officials, officers, directors, agents and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Contract. The Contractor is not obligated under this sub-section 8b to indemnify the County for the negligent acts of the County or any of its commissioners, officials, officers, directors, agents and employees.

**9. INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be and remain at all times, employees of the Contractor for all purposes. The Contractor and its employees are not entitled to Workers' Compensation or Unemployment Benefits through the County. The Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract relationship.

**10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

**11. ASSIGNMENT:** The Contractor covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Contractor hereunder.

**12. COUNTY REVIEW OF RECORDS:** The Contractor agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract

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 Contract.

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

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

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

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

by the Contractor to: Leandra Montoya, Care Compact Supervisor  
4400 Castleton Court  
Castle Rock, CO 80109  
Ph: (303) 688-4825  
Email: [lmontoya@douglas.co.us](mailto:lmontoya@douglas.co.us)

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

and by the County to: Matt VanAuken, Executive Director & CEO  
Developmental Pathways  
14280 East Jewell Avenue, Suite A  
Aurora, CO 80012  
Ph: (303) 360-6600

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

**17. NONDISCRIMINATION:** In connection with the performance of work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

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

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

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

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

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

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

- 1<sup>st</sup> This Contract, Sections 1 through 28
- 2<sup>nd</sup> Request for Proposal (if applicable)
- 3<sup>rd</sup> Exhibit C - Insurance Requirements
- 4<sup>th</sup> Exhibit A - Scope of Services
- 5<sup>th</sup> Exhibit B - Method of Payment
- 6<sup>th</sup> Response to Request for Proposal (if applicable)
- 7<sup>th</sup> Adult Care Compact Memorandum of Understanding (MOU) and Youth Care Compact MOU

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

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

**26. INSURANCE:** The 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 Contract.

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

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

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

**DEVELOPMENTAL PATHWAYS**

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

**ATTEST: (if a corporation)**

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

\_\_\_\_\_

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

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

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

**Signature of Notary Public Required:**

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

)

ss.

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

)

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

Witness my hand and official seal

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

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

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

**BY:** \_\_\_\_\_  
**George Teal, Commissioner**

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

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

**APPROVED AS TO FISCAL CONTENT:**

**APPROVED AS TO LEGAL FORM:**

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

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

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

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



Exhibit A  
**SCOPE OF SERVICES**

A portion of Douglas County’s American Rescue Plan Act (ARPA) funding is dedicated to the expansion of The Care Compact (TCC) and the Youth Care Compact (YCC) programs including increased capacity to serve Douglas County adults and youth. To receive this funding, TCC partner organizations must be a signing party of the Adult and/or Youth Care Compact Memorandum of Understanding and assign an employee or employees to offer dedicated support, case management, and/or care coordination to Douglas County residents served by TCC.

The expectations for the case manager role include the following:

- Receive and submit TCC/YCC referrals for eligible clients. Referrals may come from Care Compact partners, community organizations, families, and individuals. For referrals received by the Contractor, the Contractor shall respond to communications within two to four business days.
- Ongoing participation in Care Teams via staffing and/or electronic communications, including encrypted email and Julota, a County-purchased, cloud-based integrated case management and data reporting software.
- Support TCC/YCC clients via agency-specific programming and services and/or supporting internal eligibility/enrollment processes and document progress in Julota.
- Take on role of Lead Care Coordinator to drive Care Compact cases forward, when appropriate. The Lead role entails directing focus or emphasis on client-centered priorities, goals, and needs for the team to address, as well as keeping Care Team members informed of client progress or status changes
- Utilize Julota software for information sharing, reporting data points (accessible and specific to organization) and case collaboration with partners to include:
  - Uploading relevant collateral information and documents that are necessary to the whole person care goals for the client and Care Team, such as service plans, application forms, or assessments, etc.
  - Sharing accessible data relevant to program evaluation (e.g., needs addressed, goals met, appointments kept, etc.).
  - Inputting all interactions with clients, or those made on behalf of clients (i.e., communications with internal or external resources) in Julota to inform Care Team members of progress and updates on mutual clients.
  - Executing closure within Julota by completing closure summary or working with TCC or YCC Navigator to complete closure process. Prior to case closure or moving a client to “observation”, a Care Team shall mutually decide on the action and determine the circumstances for the Care Team to reconvene.
  - Provide updates on action items and be in regular/frequent communications with the Care Team regarding shared client cases.

- Provide information/education on services/resources available within representative organization, eligibility and service connection processes, and other relevant areas of expertise to the Care Team.
- Offer recommendations and suggestions based on information available to shape the direction of the care plan, with client's strengths and expressed goals/needs in mind.
- Commit to culturally competent care, health equity, and be willing to address client needs via flexibility and accommodations when necessary to improve access to care.
- Partners will make reasonable efforts to provide and/or collect the Universal Release of Information (and/or their organization-specific ROI) for TCC/YCC referrals.

#### A. General Provisions

In addition to adhering to the guidelines listed above, the Contractor shall comply with the following:

1. All applicable federal and state laws including but not limited to 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.
2. Ensure program activities are conducted in compliance with all local, state, and federal laws including, but not limited to, those duties created by the Health Information Portability and Accountability Act (HIPAA), and within 42 CFR Part II.
3. Comply with all mandatory abuse and neglect reporting laws and policies outlined in CRS § 19-3-307.
4. Ensure confidentiality and privacy is maintained for all clients. All client information is confidential and may only be released with the proper written and signed consent of the client and in accordance with the governing laws.
5. Provide formal and information training opportunities to the Case Manager position(s) in alignment with Contractor policy.
6. Provide the logistical and supervisory support necessary to maintain the Case Manager position(s), including supervision, review of documentation and care plans, feedback, coaching, employee engagement in monthly case consultation with a multi-disciplinary treatment team, engagement with TCC/YCC.
7. Provide active involvement and engagement in clinical and legal staffing decisions with respect to clients engaged in TCC/YCC for those clients managed by the Case Manager.
8. Attend periodic meetings or calls to discuss overall service delivery, data collection and reporting, and specific case issues as requested.
9. Attend meetings as requested by the Department or DCMHD to review contract performance, funding requirements, or related issues should they arise. This will be the individual listed in the Contract, paragraph 16 Notices, or the Contractor's designee(s).
10. Participate in data collection and reporting in addition to entering day-to-day information in Julota as detailed above.
11. Provide reimbursement rates for service as requested.

## B. Licensure, Qualifications, and Ability to Perform Work

1. Contractor shall perform background checks consistent with their own internal hiring policies, and as required by law for a CCB and CMA.
  - i. The Case Manager must:
    - a. Hold a Bachelor's degree in a health/behavioral health area of focus such as Social Work, Psychology or Sociology;
    - b. Have a minimum of two years of experience in case management, care coordination, system navigation, or community health;
    - c. Have a minimum of two years of experience working with diverse populations in a community, physical or behavioral health setting; and
    - d. Meet the key technical skills and knowledge, competencies, and job fit criteria outlined in the Contractor's job descriptions for said position(s).
    - e. Knowledge of area mental/behavioral health and social determinant of health resources and services is preferred but not required.

## C. Assignment and Performance

1. The Contractor will immediately supervise the Contractor's employees.
2. The Department has the right to accept or reject the Contractor's employee(s) under this Contract prior to the commencement of work.
3. The Department shall have the right to review the employment files prior to granting approval of employment.
4. The Contractor's employees must review the Contract, paragraph 7 Conflict of Interest in its entirety prior to work commencing.
5. The Contractor and its employee(s) shall remain in good standing with the appropriate licensing authority(ies). Temporary suspension, permanent loss, or any change of a license status that renders the person(s) ineligible to provide service at any time during this Contract is considered a breach of contract. Payment may not be rendered for any services performed when required licensure was not in effect and good standing and may result in termination of this Contract.

## D. Duties Specific to Case Manager Role

1. The Case Manager(s) will perform and promote efficient coordination of client care for individuals served by the TCC and YCC programs with multiple, complex and/or chronic areas of need. This role will support and track enhanced engagement (client and system), follow-up, and solutions for addressing unmet needs that are vital to improved health outcomes (specific to disabilities and the Contractor's specialty areas). This will include following clients throughout the process of referral, intake, eligibility, enrollment, and to ongoing case management to provide continuity in cases for TCC and YCC clients and Care Teams.
2. The Case Manager will utilize Julota that is HIPAA, 42 CFR Part II and Criminal Justice Information Services (CJIS) compliant to track interactions, services, and action items associated with clients served. The Case Manager will complete Julota training(s) as

needed and develop competency in TCC workflows. All data entry, to include at a minimum the bulleted areas specified on page nine and 10 of this Exhibit A Scope of Services, will be done by Contractor's Case Manager within three business days of any interaction or work associated with a client's engagement with TCC.

3. For the purposes of this Contract, and to support the enhancement and coordination of the safety net system serving Douglas County, the Case Manager and Contractor's leadership supervising these positions will:
  - i. Commit to developing a referral and/or outreach process that clarifies when TCC and YCC could/should engage the Case Manager for support with TCC clients, as well as any other referral or engagement relationships that should be established to benefit the clients served by this collaboration.
  - ii. Collaborate with TCC Navigator, YCC Navigator (Navigators), and Care Compact Supervisor to prioritize a small, intensive and complex caseload of individuals with serious mental illnesses, substance use disorder, intellectual and developmental disabilities and safety net/basic needs, particularly those with disabilities, with high utilization of crisis and emergency systems due to behavioral health needs, multi-system involvement and in transition from an inpatient setting to the community. Contractor leadership managing this contract, clinical support and/or the Case Manager will meet monthly at a minimum with the Navigators and/or Supervisor to review existing cases.
  - iii. Assist TCC and YCC networks and Navigators in leveraging Contractor's existing resources for healthcare and social needs, identify barriers to care, and provide recommendations for the utilization of Care Compact discretionary funding to reduce or remove said barriers.
  - iv. Improve engagement and support for individuals with complex needs and barriers to navigating services provided by the Contractor's agency.
  - v. Provide critical "bridge" support including face-to-face, community-based outreach and/or telephonic outreach for clients and/or families if and when there are gaps between services, during eligibility and enrollment determinations for waiver services, or between a crisis and follow-up appointments. Within the transition, identify rising risk or the need for more immediate support to maintain stability within the community and proactively communicate these needs to TCC care teams and/or CRTs as indicated. Make updates directly to Care Teams as soon as possible then update in Julota.
  - vi. Participate and contribute to CRT, TCC and DCMHI meetings, case staffings, and working groups as needed and requested by the County to ensure the coherent coordination of services and strategies of the DCMHI and its programs.
  - vii. Assist in the continued development of the safety net system for individuals in Douglas County by supporting higher quality and comprehensive care coordination through established and effective partnerships and processes.
  - viii. Uphold standards of person-centered care and TCC goals of improving outcomes for vulnerable individuals by removing barriers to care, improve efficient access to quality services and resources, improve safety and stability, and participate in

regular communication with clients, their support network (as appropriate), and Care Teams to ensure continuity of care.

- ix. Respond rapidly, as soon as possible, to requests from TCC partners to support continuity of care especially in situations where a high risk, high need individual is discharging from the emergency department, an inpatient setting, or the jail.

#### E. Federal Reporting and Data

1. The Contractor agrees to provide such financial, performance, and compliance reporting, and/or records, in such form, as may be requested by the County, including, but not be limited to, the following:
  - i. Quarterly report due two weeks following the end of each quarter providing the progress of the expenditure of funds to include the documentation of the funds used to date with a description of the expenditure, date of the expenditure, amount, vendor/payee, supporting information for the expense such as contracts, invoices, vouchers, receipts, or other official documentation.
  - ii. Upon written request from the County, additional reporting requirements associated with the provision of behavioral health services, including appropriate output measures (number of citizens served, number of services rendered, or similar) and outcome measures as determined by the recipient.

#### F. Other Reporting

1. Based on the federal reporting schedule noted above, the Contractor agrees to provide the County with the following output measures for the purpose of evaluation and continuous quality improvement of TCC:
  - i. # of total clients served by the Contractor
  - ii. # of new clients served (each quarter)
  - iii. # of waiver services connected to client (aggregate number)
  - iv. # of waiver enrollments completed
  - v. # of intakes completed
  - vi. # of referrals from Developmental Pathways to TCC and YCC
2. The Contractor shall keep adequate records as may be requested by the County for a minimum period of five years starting December 31, 2026, or the date of the last expenditure of funds, whichever is later. The records shall definitively establish that the funds were used in a manner consistent with this Contract.

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Exhibit B  
**METHOD OF PAYMENT**

The County has allocated a portion of its American Rescue Plan Act (ARPA) funds to support the expansion of The Care Compact (TCC). Developmental Pathways is a beneficiary of the County ARPA funds and is dedicating two half-time employees (case manager, care coordinator, or care navigator) to support the work of the Adult and Youth Care Compacts.

- A. Reimbursement and budget are described herein. These are all federal funds provided via ARPA and designated by the County as Categorical.
- B. For services outlined in Exhibit A (Scope of Services), the Contractor shall generate monthly documentation that is sufficiently detailed to substantiate expenses and support service provision and maintain all documentation in an organized and auditable manner for four years (See Federal Reporting and Data above).
- C. Payments under the Contract shall not exceed the Contract, paragraph 4 Maximum Contract Expenditure for the Contract, paragraph 5 Term.
- D. The Contractor shall bill monthly and be reimbursed each Term for approved expenses related to duties outlined in the Contract Exhibit A, Scope of Services.
- E. Funding in each subsequent year is contingent upon satisfactory performance in the previous year, as determined by the County. Therefore, the Contractor should expect the County’s annual review of this Contract.
- E. Each year includes a 3.5% cost of living increase.

	. 5 FTE Youth	.5 FTE Adult	Year 1 Total*	Year 2 Total**	Year 3 Total**
Salary (.5 FTE each)	\$29,000	\$28,000	\$14,250	\$58,995	\$61,060
Benefits & Fringe	\$5,069	\$4,898	\$2,492	\$10,316	\$10,677
Cost of Supervision	\$6,954	\$6,954	\$3,477	\$14,395	\$14,899
Overhead and Operating	\$2,009	\$2,009	\$1005	\$4,018	\$4,018
M & G	\$10,929	\$10,924	\$5,464	\$21,848	\$21,848
Additional Salary (+.1)***	\$5,800	\$5,600	\$2,850	\$11,400	\$11,400
Additional Operating & Admin Support***	\$2,000	\$2,000	\$1,000	\$4,000	\$4,000
	\$61,761	\$60,385	\$30,538	\$124,972	\$127,902
<b>Total (Y1+Y2+Y3)</b>					<b>\$283,412</b>

\*Year 1 total includes pro-rated amount for remainder of 2024 (October through December; 3 months).

\*\*Years 2 and 3 salaries include 3.5% cost of living increase.

\*\*\*Additional salary increase of 10% and additional operating may be utilized with permission first from DCMHD Manager and TCC Supervisor.

F. Invoices and back-up documentation may only be sent via: a) secure email to [mhaccounting@douglas.co.us](mailto:mhaccounting@douglas.co.us) and the Douglas County Mental Health Division Manager at [lciancone@douglas.co.us](mailto:lciancone@douglas.co.us), or b) mailed to:

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

The Contractor must email [mhaccounting@douglas.co.us](mailto:mhaccounting@douglas.co.us) and [lciancone@douglas.co.us](mailto:lciancone@douglas.co.us) if/when new invoices have been mailed to Douglas County Human Services.

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Exhibit C  
INSURANCE REQUIREMENTS

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** 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 CONSULTANT or 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

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

**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 CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**Primary Coverage.** For any claims related to this contract, the 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 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 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.

**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 Consultant 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 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. 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 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, officials, officers, directors, agents and employees.

**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.