

# Master Services Agreement Staff Report

**Date:** March 11, 2025

**To:** Douglas County Board of County Commissioners

**Through:** Douglas J. DeBord, County Manager

**From:** Jennifer L. Eby, AICP, Director of Community Services

**CC:** Steven M. Dodrill, Community Programs Administrator  
Allison E. Cutting, Community Services Supervisor  
Rand M. Clark, CCAP, NCRT, Assistant Director of Community Services

**Subject:** **2025 Master Services Agreement with Tessa for Domestic Violence Safehouse Operation in the amount of \$350,000**

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**Board of County Commissioners' Business Meeting**

**March 25, 2025 @ 1:30 p.m.**

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## **I. EXECUTIVE SUMMARY**

In October 2024, a Request for Information (RFI) was released to identify a provider to operate a Domestic Violence (DV) safehouse in Douglas County. After a comprehensive review process, staff recommends Tessa, a nonprofit organization based out of Colorado Springs, as the operator for the safehouse. The 2025 Master Services Agreement (MSA) with Tessa for domestic violence safehouse operation in the amount of \$350,000 has been drafted for consideration by the Board of County Commissioners (BCC).

## **II. REQUEST**

Staff requests approval by the BCC of the 2025 MSA between Tessa and Douglas County for operation of the domestic violence safehouse in the amount of \$350,000.

## **III. BACKGROUND**

In 2023, Douglas County commissioned a Domestic Violence Needs Assessment (Assessment) to better understand the needs of individuals and families experiencing DV. Increased physical safety and improved access to housing were identified as the top priorities by survey respondents.

On November 5, 2024, the County purchased a facility currently used to provide DV shelter services with the goal of increasing its capacity to serve victims. The County's DV safehouse aims to provide a safe, supportive environment with 22 beds, that can accommodate large families. The DV safehouse will offer structured stays of up to seven weeks and provide trauma-informed transitional services.

The RFI outlined project goals and requirements identified in the Assessment including licensing, 24/7 emergency availability, trained staff, and comprehensive support services. Tessa was selected due to their extensive experience in managing DV shelters, comprehensive program offerings, and strong partnerships with law enforcement and community organizations.

**IV. DISCUSSION**

The MSA for DV safehouse operation has been drafted for the 2025 budget year. The contract establishes a maximum liability of \$350,000 for operating the DV safehouse and providing the necessary supportive services through December 31, 2025. Funding for this contract will come from ARPA funds for facility provision and services, as well as County general funds and child welfare funds.

Under this agreement, Tessa will operate a trauma-informed safehouse program and a 24/7 hotline to support survivors of domestic violence, sexual assault, stalking, and human trafficking. The safehouse will provide shelter for individuals and families in imminent danger, offering 20 beds, with an additional 2 emergency beds. Through a structured, collaborative approach, residents will have access to supportive services that promote safety, stability, and long-term self-reliance. Tessa will help survivors secure permanent housing through navigation services and connect them with community resources.

Tessa will provide monthly reports to Douglas County which track program utilization, referrals, and outcomes, ensuring survivors receive the support needed to rebuild their lives.

**V. RECOMMENDED ACTION**

The County Attorney’s Office has reviewed the MSA and it complies with all State requirements and the County’s procedural guidelines. Staff recommends approval by the BCC of the 2025 MSA between Tessa and Douglas County for operation of the domestic violence safehouse in the amount of \$350,000.

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**MASTER SERVICES AGREEMENT (MSA)**  
**TESSA**

**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 TESSA, 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 desires to engage the Contractor to render certain professional services and assistance for domestic violence shelter services in connection with such undertakings of the 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. 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 January 1, 2025 and terminate at 11:59 p.m. on December 31, 2027. This Agreement and any SOSA executed that references this Agreement shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

**6. INVOICING PROCEDURES:** Payments shall be made to the Contractor based upon invoices submitted by the Contractor, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Contractor within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Contractor. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Contractor's activities and services rendered, as the County deems appropriate to support the payments to the Contractor. The signature of a Contractor Representative shall appear on all invoices certifying that the invoice has been examined and found to be correct.

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

**8. INDEMNIFICATION:** The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other

person or entity whatsoever, for any purpose whatsoever. The Contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting solely from the negligence of the County's commissioners, officials, officers, directors, agents, and employees.

**9. INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Agreement, all personnel assigned by the Contractor to perform work under this Agreement shall be and remain at all times, employees of the Contractor for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

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

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

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

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

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

**15. TERMINATION:** Either party shall have the right to terminate this Agreement, with or without cause, by providing written notice to the other party specifying the effective date of termination, which shall be at least ten (10) days from the date of notice. In the event of termination, all finished or unfinished documents, data, studies, and reports prepared pursuant to this Agreement shall become the property of the County. The Contractor shall be entitled to compensation in accordance with this Agreement and any subsequent SOSA for satisfactory work completed prior to the date of termination notice. Notwithstanding the foregoing, termination shall not relieve either party of liability for any breach of this Agreement or damages sustained as a result thereof.

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

by the Contractor to: Jennifer Eby Director  
Department of Community Services  
100 Third Street  
Castle Rock, CO 80104  
Telephone: (303) 814-4355  
E-Mail: [jeby@douglas.co.us](mailto:jeby@douglas.co.us)

with a copy 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:

Anne Markley, Chief Executive Officer  
TESSA  
435 Gold Pass Heights  
Colorado Springs, CO 80906  
Telephone: (719) 332-8330  
E-Mail: [amarkley@tesssacs.org](mailto:amarkley@tesssacs.org)

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

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

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

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

**20. COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Agreement by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement. Consistent with the above, the parties will comply with, including but not limited to, all provisions of the Health Insurance Portability and Accountability Act (“HIPAA”) and Criminal Justice Information Services (“CJIS”) Security Policy when handling information that may fall under these statutes.

**21. SEVERABILITY:** In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of

this Agreement it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

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

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

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

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

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

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

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



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

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

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

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

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

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

- 1<sup>st</sup> This Agreement, Sections 1 through 35
- 2<sup>nd</sup> Exhibit A - SOSA and subsequent agreements and amendments (inclusive of Exhibit 1)
- 3<sup>rd</sup> Exhibit B – Insurance
- 4<sup>th</sup> Request for Information (#40-24)
- 5<sup>th</sup> Response to Request for Qualifications

**35. BREACH OF CONTRACT:** Failure to perform according to the specifications of this Contract will be considered a Breach of Contract. In the event of a breach, either party shall be entitled to pursue legal action, termination of the contract, and/or any additional applicable legal remedies available under the law.

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

(Remainder of Page Intentionally Blank)



**EXHIBIT A**  
**SCOPE OF SERVICES AGREEMENT 2025**  
**TESSA**

**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 **TESSA**, 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 released a Request for Information (RFI) #040-24 *Domestic Violence Shelter Services* and the Contractor responded; and

**WHEREAS**, the County selected the Contractor as a preferred vendor during the RFI process; 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.
- 2. SCOPE OF WORK:** All services described in Exhibit 1, attached hereto and incorporated herein, shall be performed by Contractor.
- 3. MAXIMUM CONTRACT LIABILITY:** Any other provisions of this SOSA notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000.00) for the Term. Payment terms are as described in Exhibit 2. The County is not under obligation to make any future apportionment or allocation to this SOSA. Any potential expenditure for this SOSA outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

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

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 1 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 1 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 January 1, 2025 and terminate at 11:59 p.m. on December 31, 2025. 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. **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): [CBI Vendor Account Link](#). Depending on access requirements, the Contractor and associated personnel may be required to sign an additional CJIS security addendum.
6. The Contractor shall supply a complete list of associated personnel to Douglas County with at least two potential alternative workers who will be responsible for performing services under this contract. Only these individuals will be allowed on Douglas County premises to perform services once confirmed to have passed background checks and CJIS Training.
7. **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.

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

**TESSA**

**BY:** \_\_\_\_\_  
Anne Markley, Chief Executive Officer

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

**ATTEST: (if a corporation)**

**BY:** \_\_\_\_\_  
(Print name and title)

**SIGNATURE:** \_\_\_\_\_

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

## EXHIBIT 1

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

### Program Summary

TESSA, in collaboration with Douglas County, will provide trauma-informed, client-centered shelter services for survivors of domestic violence, sexual assault, stalking, and human trafficking. These services will prioritize safety, empowerment, and holistic care, tailored to meet the diverse needs of survivors while fostering long-term independence. This partnership combines TESSA's expertise in trauma-informed care with the County's resources to establish a well-coordinated Safehouse that upholds the highest standards of security, accessibility, and comprehensive client support.

The program will feature an efficient intake and referral process developed in partnership with County agencies to ensure individuals in crisis are quickly connected to shelter and wraparound services. TESSA's 24/7 Safeline team will work with County representatives and local referral sources to provide immediate, secure housing, with a focus on high-risk individuals referred by hospitals and law enforcement. This collaborative model minimizes delays, creating a safe and supportive environment where residents can begin their journey to recovery.

Additionally, the program will engage with local nonprofits, civic organizations, healthcare providers, housing programs, educational institutions, and workforce development initiatives. By connecting survivors with these resources, the partnership will support long-term stability and self-sufficiency, reinforcing its commitment to comprehensive, survivor-centered care.

#### A. General Provisions

1. 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.
2. 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.
3. The Contractor's staff will attend periodic meetings or calls to discuss overall service delivery, utilization, and specific case issues as requested. The Contractor as listed under the term Notices in paragraph 17 of this Contract, and/or senior member(s) of Contractor's organization, will attend meetings as requested by the Department to review contract performance or related issues should they arise.
4. If subpoenaed, the Contractor will accept service of the subpoena via e-mail and will sign and return a Waiver of Service regarding the subpoena. The Contractor will provide the Department a curriculum vitae for any person subpoenaed within two (2) business days of receipt of the subpoena.
5. The Contractor's internal policies do not supersede or replace any terms contained within this Contract.

## B. Staff Background Checks

1. 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.
2. The Contractor will complete Colorado Bureau of Investigations (CBI) and Federal Bureau of Investigations (FBI) background checks as follows:
  - a. 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.
  - b. 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.
  - c. 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.
  - d. 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.
  - e. If these conditions cannot be met, the Contractor will immediately notify the County's Authorized Representative.
3. The Contractor will complete Colorado Department of Early Childhood (CDEC) background checks as follows:
  - a. 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.
  - b. 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.
  - c. 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.



- d. 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.
4. 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.
5. 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.
6. 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. Staff Assignments and Performance

1. The Department has the right to approve or disapprove the Contractor's employees, subcontractors, interns, mentors or volunteers performing services under this Contract prior to the commencement of the work and shall have the right to review the employment files prior to granting approval. The Contractor will ensure said staff are familiar with the term Conflict of Interest in paragraph 7 of the Master Service Agreement (MSA) prior to commencing work under this Contract.
2. 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.
3. 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.

#### D. Emergency Shelter Services:

1. Contractor will operate a 20-bed shelter with 2 emergency beds (22 beds total), to accommodate survivors, their families and service animals. Contractor will development partnerships with local nonprofits to house pets if needed during a family's shelter stay.
2. Contractor will provide a secure, confidential environment with 24/7 supervision and support.
3. Contractor will implement a structured seven (7) week stay model in the Safehouse. While nineteen (19) days is the average length of stay, the Contractor will remain flexible and with County approval, may offer an extended stay option for those who may need additional support in securing long-term housing or navigating complex legal issues.

E. Supportive Stay Structure:

1. Contractor will implement a clear set of rules and policies that establish a safe, respectful, and structured environment and will conduct regular resident meetings, where staff communicate basic Safehouse rules, expectations, and policies to ensure clarity and consistency.
2. Residents will have the opportunity to engage in individual and group activities designed to promote healing, resilience, and personal growth.
3. Congregate meals will be offered to foster community among residents.

G. Support Services

1. Case Management

a. Risk and Needs Assessment

- i. Upon engaging with the Contractor, each resident will undergo an initial intake process that includes a comprehensive lethality, risk, and needs assessment conducted by a trained case manager. These assessments help identify the resident's immediate risk status, safety needs, as well as long-term goals in areas such as legal assistance, housing, financial stability, health care, and emotional well-being.

b. Case Plans

- i. Based on the assessment, case managers will work closely with residents to develop individualized case plans that outline specific steps toward achieving their goals. This will ensure that each resident's unique needs are addressed, and they are connected to relevant services within the Contractor's network, such as legal advocacy, therapy, housing support or financial assistance.

2. Supportive Stay Structure

a. Legal Services and Advocacy:

- i. Clients in the shelter will be regularly referred to the Contractor's Legal Services Program, which will assist with legal issues that may include, protective orders, custody arrangements, divorce proceedings, and immigration matters. Case managers will ensure clients understand their legal rights and are supported throughout the legal process.

b. Therapeutic and Counseling Services:

- i. All shelter residents will be offered the opportunity to participate in trauma-informed therapy and counseling sessions, either individually or through group therapy. These services are designed to help survivors process trauma, rebuild self-esteem, and address emotional challenges in a safe, supportive environment.
- ii. Specialized therapy groups will be available for teens who have experienced or witnessed violence.

c. Children's Programming:

- i. Residents with children will be provided access to safe, trauma-informed childcare services, tailored to meet children's emotional and developmental needs.
- ii. This programming may include structured routines, security measures, behavioral support, and age-appropriate activities designed to foster stability and resilience for children who have experienced or witnessed violence.

- iii. Children will be offered therapeutic support, and families can participate in programs like family nights, which promote bonding and healing.
- d. Economic and Employment Assistance:
  - i. The Contractor’s case managers will support shelter residents in improving their economic self-sufficiency by connecting them with workforce development programs, job readiness training, financial literacy workshops, and local resources for employment and financial assistance. These efforts aim to equip clients with tools needed to achieve stability after leaving the shelter.

## H. Transitional Services

- 1. Transitional Housing Support:
  - a. As part of their stay, residents will be actively engaged in planning for their transition out of the shelter. The Contractor’s housing navigators will work closely with shelter residents to identify and secure safe, affordable housing. Case managers help with housing applications, rental assistance, and identifying long-term housing options, ensuring clients can move toward stability once their shelter stay is complete.
- 2. Ongoing Case Management and Follow-Up:
  - a. After residents leave the shelter, the Contractor will provide ongoing case management and follow-up services. This includes safety planning, access to economic relief programs, and continuous monitoring of their progress. Former shelter residents are encouraged to remain connected with the Contractor’s supportive services such as counseling, legal advocacy, and group therapy, ensuring they continue to receive the help they need as they transition to independence.

## I. Operational Requirements

- 1. Staffing:
  - a. Contractor will provide the following staff to operate the Safehouse shelter:
    - 1. One (1) Safehouse Manager
    - 2. Three (3) Case Managers
    - 3. One (1) Court Advocate
    - 4. One (1) Safeline Advocate
  - b. Provide overnight and weekend staff to ensure continuous programming and safety.
- 2. Facility Management:
  - a. Contractor will ensure private accommodations for families, communal living areas, and designated quiet spaces.
  - b. Contractor will be responsible for all janitorial services
  - c. Routine maintenance will be coordinated with Douglas County Facilities staff
  - d. Utilities, water, sewer, landscaping, snow removal and security systems will be the responsibility of Douglas County.
- 3. Facility Requirements
  - a. “Facility” refers to the Contractor’s use of the County’s building designated for the Safehouse shelter. This Contract does not cover any service or expenses related to other buildings utilized by the Contractor.
- 4. Vacate the Premises Clause

- a. By entering into this contract, the parties mutually agree that the Contractor is permitted to occupy and utilize the County-owned Safehouse facility for the duration of the agreement. In the event that this contract is terminated for any reason, pursuant to the notice requirements outlined in Section 15 of the Master Services Agreement, the Contractor shall vacate the Safehouse facility within thirty (30) calendar days from the effective date of termination.
  - b. During this 30-day period, the Contractor shall:
    - i. Ensure the orderly transition of any ongoing services or resident care to minimize disruption to residents;
    - ii. Remove all personal property, equipment, and materials owned by the Contractor while leaving the premises in a clean, orderly, and operable condition;
    - iii. Return the facility to similar condition to what it was in prior to occupancy by tenant; and
    - iv. Conduct a joint walkthrough inspection of the facility with a County representative to assess the condition of the property and document any required repairs or outstanding concerns.
5. Failure to vacate the premises within the specific timeframe may result in additional costs or legal actions as determined appropriate by the County. This clause does not absolve either party from fulfilling any remaining obligations or responsibilities outlined in the Master Services Agreement or this contract.
6. Technology:
- a. Contractor will establish computer stations for virtual therapy and court sessions.
  - b. Contractor will provide IT support for secure communication systems.
7. Safety and Security:
- a. Contractor will develop a detailed security plan in coordination with the Douglas County Sheriff's Office, ensuring protocols are in place to address a wide range of scenarios, including but not limited to unauthorized access, contraband discovery, and emergency evacuations. This plan must be reviewed and updated annually or as needed.
  - b. Maintain strong partnerships with local law enforcement agencies to ensure rapid response capabilities. Regular communication and training sessions with law enforcement will be established to enhance preparedness for potential threats for rapid response and protective services.
  - c. Establish comprehensive child safety measures to protect the youngest residents of the shelter including conducting background checks on all staff pursuant to Section B. Staff Background Checks listed above, securing all child play and activity areas with additional barriers and supervision protocols and providing regular child safety training for staff.
8. Cultural Competency:
- a. Contractor will integrate culturally competent and inclusive practices, ensuring all services meet the diverse needs of survivors. Staff will be trained in cultural sensitivity and trauma-informed care.

#### J. Community Engagement

1. Contractor will forge partnerships with local organizations, healthcare providers, and educational institutions to expand support networks.
2. Contractor will leverage volunteer support for legal advice, shelter needs, and donation management.

#### L. Reporting and Evaluation

1. Contractor will implement feedback mechanisms, including surveys and partner consultations, to continuously improve services. Reports detailing outcomes and performance metrics will be submitted to Douglas County if requested.
2. Contractor will provide to the Department a monthly report that minimally includes the following:
  - a. A cumulative report for the contract term that includes the number of current residents, number of new families referred in that month and date of housing commencement, and number of residents that exited that month.
  - b. Reports will be submitted with each month's invoice.
3. The Contractor will provide a report (in Microsoft Word), cumulative of the Monthly Report at the end of this Contract that is suitable for distribution to the Board of County Commissioners and potentially shared at a public Board Business Meeting. No client identifying information may be used. The report is due no later than the date of the final invoice. The report must include:
  - a. Summary minimally inclusive of a description of services provided, number of clients served, how service delivery was approached, and how the funds were used,
  - b. Number of referrals by source, ie. Law Enforcement, Human Services, Medical Healthcare Providers, Community Organizations, Self-Referrals and Other.
  - c. Total number of days stayed by each client and client under the age of 18 years old upon exit from the shelter
  - d. Outcome Tracking to include services utilized or declined.
  - e. Any additional qualitative goals, measures or information relevant to the services provided.
4. Actionable Steps:
  - a. Develop a standardized referral tracking form to collect consistent data from all sources.
  - b. Offer training for referral partners on shelter services and eligibility criteria
  - c. Conduct periodic meetings with key referral entities to share feedback and discuss collaboration.
  - d. Use collected data to adjust outreach efforts and ensure equitable access to services across demographics and regions.

During the course of this Contract, the Department will:

1. Provide clients information regarding rights and fair hearings;
2. Monitor the provision of services which includes various expenditure and outcomes analyses, practice enhancements, and meetings with the Contractor; and
3. Schedule meetings, inclusive of background check reviews, with the Contractor as needed.

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**Exhibit 2**  
**METHOD OF PAYMENT**

1. Contractor shall invoice monthly for services rendered pursuant to Exhibit A. No pre-payments or advances will be made.
2. Contractor may invoice for any of the following expenses:
  - a. Douglas County Safehouse Personnel/Staff salary
  - b. Administrative to be as follows:

<b>Staff Title</b>	<b>Percentage</b>
CEO	10% of time for oversight
Finance Director	10% of time for accounting/operations
Development Director	10% of time for outreach/grant writing

- c. Taxes and benefits
  - d. Staff mileage at IRS business use mileage rate for corresponding year
  - e. Program operating expense for the Safehouse which may include:
    - i. Phone/Internet
    - ii. Computer Program licenses and subscriptions
    - iii. Safehouse Supplies (Groceries and janitorial)
    - iv. Household and janitorial supplies
  - f. Administrative expenses at a rate of 15% of the total costs incurred under this agreement.
3. Payments under this Agreement shall not exceed the amount in **3. MAXIMUM CONTRACT EXPENDITURE.**
4. 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.
5. 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.
6. 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.
7. Invoices must be submitted by the 15<sup>th</sup> of each month after the month in which service(s) were rendered, except June 2025 is due July 7, 2025. Invoices cannot be requests for pre-payment. Contractor will post invoices to the County's OneDrive folder.
8. 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.**

9. Invoices and back-up documentation may only be sent via:
- secure email to [HSAccounting@douglas.co.us](mailto:HSAccounting@douglas.co.us),
  - 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

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.

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

11. A complete invoice shall include the following:
- Invoice completed, printed, signed and incorporates all invoicing requirements and deliverables identified in Table 1:

Table 1.

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

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## **EXHIBIT B INSURANCE REQUIREMENTS**

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

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

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

### **OTHER INSURANCE PROVISIONS**

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

**Additional Insured Status.** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at



least as broad as ISO Form ISO CG 20 01 04 13 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

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

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

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

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

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

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

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

**Verification of Coverage.** The Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be

received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the Contractor to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which the County may immediately terminate this Contract.

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

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