

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (“Contract”) is made and entered into this ____ day of _____, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), the **DOUGLAS COUNTY OPIOID COUNCIL** (the “Council”) and **CHILDREN’S HOSPITAL COLORADO**, a nonprofit corporation authorized to do business in Colorado (the “Contractor”). The County, the Council, and the Contractor hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

RECITALS

WHEREAS, the County and the Douglas County Opioid Council (“Council”) are undertaking certain activities to expand access to crisis stabilization services for children, youth, and families in Douglas County, consistent with the goals and objectives described in Request for Proposals (RFP) #001-26; and

WHEREAS, the County and the Council issued RFP #001-26 seeking a qualified provider to establish and operate crisis stabilization services within Douglas County; and

WHEREAS, the Contractor submitted a proposal in response to the RFP; and

WHEREAS, the County and the Council determined that the Contractor’s proposal was responsive and advantageous to the County in meeting the goals of the RFP; and

WHEREAS, the County and the Council desire to engage the Contractor to renovate the existing Children’s Hospital Colorado, South Campus, to provide a Mental Health Emergency Unit and Crisis Stabilization Services described in this Contract using Opioid Settlement Funds allocated by the Council for this purpose; and

WHEREAS, the Contractor represents that it has the professional expertise, experience, and organizational capacity necessary to perform the services set forth herein.

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

1. LINE OF AUTHORITY: Christie Guthrie, Douglas County Director of Finance, is designated as Authorized Representative (the “Authorized Representative”) of the County for the purpose of administering, coordinating and approving the work performed by the Contractor under this Contract.

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

The County or Contractor 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 Parties, 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 Parties 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:

(a) 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 **THREE MILLION FOUR HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$3,400,000.00)** ("Funds") for the Term of this Contract. In no event shall the County be liable for payment under the Contract for any amount in excess thereof, except as otherwise provided herein in Exhibit B. The County is not under obligation to make any future apportionment or allocation to the Contract, nor is anything set forth herein a limitation of liability for the 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 outside of the funds discussed in this Contract.

(b) Partnership Commitment. The County and the Contractor recognize and affirm the collaborative nature of this Agreement and share a commitment to expanding access to pediatric crisis stabilization services in Douglas County. It is the mutual anticipation and intent of the Parties that the Mental Health Emergency Unit ("MHEU") constructed pursuant to this Agreement shall remain open and continuously operational for no less than five (5) years following its opening, serving the children, youth and families of Douglas County in accordance with the clinical and operational standards described herein. The Parties agree to work cooperatively and in good faith to support the ongoing viability and sustainability of the MHEU, including through coordination of funding, staffing, and community partnerships as applicable.

(c) Penalty for Failure to Operate. In the event the Contractor fails to open or ceases to operate the MHEU for reasons within the Contractor's reasonable control, or a reduction of clinical crisis stabilization services materially below the operational standards described in Section 3 of Exhibit A listed in the Contract, or failure of the Contractor to reinstate such services within 60 days' written notice from the County describing the alleged deficiency with specificity ("Failure to Operate"), shall result in the Contractor's obligation to repay and such failure is not excused under subsection (d) below, the Contractor shall pay to the County a monthly penalty of Ten Thousand Dollars (\$10,000.00) per month ("Monthly Penalty"). The Monthly Penalty shall commence thirty

(30) days following the date on which the MHEU was first opened and operational (“Opening Date”) and shall continue each month thereafter during with the Failure to Operate persists, subject to the cap and sunset provisions set forth herein. The total aggregate Monthly Penalties payable by the Contractor under this subsection shall not exceed Six Hundred Thousand Dollars (\$600,000.00). The obligation to pay the Monthly Penalty shall automatically terminate and be of no further force or effect upon the earlier of : (i) the date the MHEU resumes full operation; or (ii) the date that is sixty (60) months following the Opening Date regardless of the total amount of penalties accrued to that point. For clarity, the penalty period expires sixty (60) months after the Opening Date, and no Monthly Penalties shall accrue or be owed after such date.

(d) Exceptions to Penalty. The Monthly Penalty set forth in subsection (c) above shall not apply where a Failure to Operate results from (i) force majeure events as defined in Section 27 below; (ii) applicable regulatory, licensing, or accreditation requirements; (iii) patient safety considerations as determined by the Contractor in its clinical judgment; (iv) public health emergencies; or (v) actions or inactions of the County or its partners, agents, or contractors. In any such excepted circumstance, the Parties agree to work in good faith to resume MHEU operations as soon as reasonably practicable.

(e) Operations and Management Agreement. Within ninety (90) days following the Opening Date of the MHEU, the Parties agree to enter into a separate written Operations and Management Agreement (“OMA”) that shall specifically address the ongoing operation, management, governance, and performance standards of the facility constructed pursuant to this Agreement. The OMA shall include, at minimum, provisions addressing clinical staffing and operational standards; reporting and oversight obligations; dispute resolution procedures with respect to operations; and any other matters the Parties mutually agree are necessary or appropriate to govern the long-term operation of the MHEU. The Parties shall negotiate the OMA in good faith. Until the OMA is fully executed, the relevant provision of this Agreement shall continue to govern the relationship of the Parties with respect to the MEHU.

5. TERM: It is mutually agreed by the Parties that the Term of the Contract shall commence upon approval of the Board of County Commissioners at a business meeting or as of 12:01 a.m. on **JUNE 1, 2026** and terminate at 11:59 p.m. on **JANUARY 31, 2028**. 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. The Contractor shall use commercially reasonable, good faith efforts to open the Mental Health Emergency Unit (“MHEU”) by **January 31, 2028**. Failure to meet this opening date shall not constitute a default or trigger any repayment obligation if such failure results, in whole or in part, from permitting, licensure, construction delays, workforce shortages, funding timing, force majeure events, or other causes beyond the Contractor’s reasonable control. In such circumstances, the opening date shall be equitably extended upon written notice to the County.

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 the County has received complete invoices from the

Contractor. The County reserves the right to require 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,. 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 the County.

8. INDEMNIFICATION: The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever, unless allowed under the Colorado Governmental Immunity Act. The Contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all third party claims, demands, suits, actions or proceeding, including Workers' Compensation claims, resulting from or arising from the services rendered by Contractor under this Contract; provided, however, that the Contractor's obligation to indemnify shall not apply to claims or damages arising out of or resulting from the negligent acts or omissions or willful misconduct of the County, its commissioners, officials, officers, directors, agents or employees, and the Contractor's indemnification obligations shall be proportionate to the Contractor's degree of fault.

9. INDEPENDENT CONTRACTOR: The Contractor is an Independent Contractor and is free to perform services for other clients. The County shall have no responsibility for any federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees of the Contractor and/or its designated agents or in relation to services to be completed under this Contact. The Contractor acknowledges that it and its employees and/or subcontractors are not entitled to Workers' Compensation benefits or Unemployment Insurance benefits from the County, unless the Contractor or a third party provides such coverage, and that the County does not pay for or otherwise provide such coverage. The Contractor shall provide and keep in force Workers' Compensation (and provide proof of such insurance when requested by the County) and Unemployment Compensation insurance in the amounts required by law, and shall be solely responsible for its own actions, its employees and require that any of its subcontractors provide the such coverages for their own employees.

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, 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 which the Contractor has the legal authority to provide 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 Contractor.

14. TERMINATION: The Parties shall have the right to terminate this Contract, with cause, by giving written notice to the other Party of such termination and specifying the effective date thereof, which notice shall be given at least sixty (60) days before the effective date of such termination. The Parties shall treat the sixty-day notice period as time to cure and resolve any issues related to the notice of termination. In such event that termination of this Contract occurs, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Contract shall be made available to the County for internal review or to comply with any County, State or Federal audit. The Contractor shall be entitled to receive compensation in accordance with this Contract for any 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.

15. 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: Douglas County Government, Finance Department
Attn: Christie Guthrie
100 Third Street, Suite 130
Castle Rock, Colorado 80104
Phone: 303-663-6175
E-mail: cguthrie@douglasco.gov

with a copy to: Douglas County Attorney's Office
100 Third Street, 3rd Floor
Castle Rock, Colorado 80104

Phone: 303-660-7414
E-mail: attorney@douglasco.gov

and by the County to:

Children's Hospital Colorado
Attn: Michele Lueck, Director
Community Partnerships and Prevention
13123 East 16th Avenue
Aurora, CO 80045
Phone: 970-948-4284
E-mail: Michele.Lueck@childrenscolorado.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 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.

16. 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.

17. 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.

18. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under the 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.

19. 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.

20. 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 Parties, 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.

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

22. 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:

- 1st This Contract, Sections 1 through 27
- 2nd Request for Proposal (RFP) #001-26
- 3rd Exhibit C - Insurance Requirements
- 4th Exhibit A - Scope of Services
- 5th Exhibit B - Method of Payment
- 6th Response to Request for Proposal (RFP) #001-26

23. 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.

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

25. 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 material changes in required coverage are made to the Contractor's insurance coverage during the Term of this Contract.

26. 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.

27. FORCE MAJEURE: No Party shall be liable for failure to perform hereunder if the 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 actions of government authorities.

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Exhibit A
SCOPE OF SERVICES

Professional Services and Purchased Goods

1. Contractor will engage qualified professionals for architectural, engineering, construction and related work needed to renovate space at the Children’s Hospital Colorado, South Campus to house a Mental Health Emergency Unit (MHEU) & Crisis Stabilization Services. Contractor is responsible for purchasing all goods and furnishings related to the renovation.
2. Contractor will develop and execute sub-contracts for such services and incorporate applicable and required elements from this contract into such sub-contracts.
3. Contractor will be reimbursed for these services as outlined in Exhibit B.

Project Oversight

1. Contractor assumes full responsibility for all professional services, renovations, direct project supervision and administration, and other related work performed by or on behalf of it under this Contract. This includes the staff, volunteers, subcontractors, and/or vendors selected for and assigned to the project, as well as selection and payment for all building furnishings or other items needed to complete the project.
2. Contractor assumes full responsibility to ensure that any and all applicable building, zoning, or licensing requirements are obtained. Contractor will obtain all required insurances and occupancy certificates.
3. Contractor’s sub-contractors and vendors may not directly invoice the County. Contractor assumes full responsibility for hiring, training and adequately staffing the MHEU once it is completed as discussed herein.
4. To the extent any Funds provided to the Contractor under this Contract are not expended, not earned for services which are not provided, or any costs are later refunded to the Contractor, the Contractor agrees to return all such unused or refunded Funds to the Council by the end of the Contract Term, December 31, 2027. Accordingly, the provision of Funds by the Council does not waive the Contractor’s obligation to comply with this Contract or any applicable laws, regulations, or rules. Furthermore, it shall not be construed as a waiver or estoppel of the Contractor’s obligation to repay any Funds that are subsequently determined to have been used for ineligible expenses, outside the approved Scope of Work, or in violation of this Contract or applicable law.

Reporting Requirements

Contractor will provide quarterly written status reports to the County that identify all the tasks completed related to this project during that quarter and specify any current or potential project-related issues. Status reports will begin in the quarter in which this contract is executed and end in the quarter in which the last invoice is submitted to the County.

Documentation and Recordkeeping

Contractor shall maintain a complete set of books and records documenting its use of funds, and its supervision and administration of the project. Records are to include documentation verifying selection of professional services, e.g., architect and construction firms; contracts for professional services; documentation of satisfactory completion of all applicable Federal, state and local government building, renovation, zoning, environmental, and related compliance rules and laws; and financial and other administrative aspects involved in performing the project.

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South Campus Mental Health Emergency Unit & Crisis Stabilization Services for Douglas County Youth

Administrative Summary

Project: South Campus Mental Health Emergency Unit (MHEU) & Crisis Stabilization Services

Parties Involved: Douglas County Department of Human Services, Mental Health Division and Children's Hospital Colorado

Effective Date: Upon full execution of the Agreement

Term: June 1, 2026 – January 31, 2028

1) Purpose & Background

Douglas County has awarded funding to support the design, construction, and activation of a pediatric MHEU and crisis stabilization services at Children's Colorado South Campus in Highlands Ranch. The project expands the existing Emergency Department to create a psych-safer, five-room suite (approx. 2,200 sq. ft.) built for crisis screening, assessment, brief interventions, and up to 72-hour observation level of care, enabling stabilization close to home for Douglas County children and teens residents and other patients. Target completion and Go-Live: October 2027 based upon contracting, permitting and procurement estimates.

2) Objectives

Increase local access to pediatric crisis services, reducing unnecessary out-of-county transfers.

Create psych-safer spaces and workflows to improve safety, and experience, for mental health presentations.

Enable acute crisis stabilization or care to treat mid-acuity patients and facilitate safe transitions to the appropriate level of care.

Coordinate as applicable and allowed with Douglas County partners (Community Response Team, co-responders, schools, community providers) to strengthen the continuum of care.

3) Scope of Services

3.1 Capital Design & Construction

Expand ED to build a 5-room MHEU suite including:

- High-acuity room
- Nurse/staff station with visibility to rooms
- Consult room
- Secured search/dressing area

- Secure restroom/shower
- Medication/nourishment stations
- Rooms which enable telehealth visits and care
- Fixtures supporting patient/guardian co-stay
- Safety features present within the constructed suite which are designed to 2022 FGI Behavioral Health Crisis Unit standards
- Deliver furniture, fixtures & equipment (FF&E), IT/telehealth, medical equipment, commissioning, and life-safety readiness.

4) Partnership & Care Coordination

Following the date of execution and consistent with Children's Colorado's clinical model and applicable professional, regulatory, and licensing requirements, the Contractor will use reasonable efforts to:

- (a) facilitate coordination between behavioral health clinicians working in the MHEU and the Douglas County Community Response Team (CRT) and co-responder teams for purposes of joint case assessment and clinically appropriate diversion, where such coordination is consistent with patient safety, applicable law (including HIPAA and 42 CFR Part 2), and the Contractor's internal clinical policies;
- (b) support transitions of care and aftercare coordination, as appropriate and as permitted by applicable law and patient consent, with primary care providers, schools, community mental health providers, SUD partners, and Regional Accountable Entities (RAEs).

The coordination activities described in this Section represent clinical best practices and partnership goals; they are not intended to create enforceable staffing obligations or minimum service-level commitments for purposes of the repayment provision in Section 4 of this Contract. The County acknowledges that ongoing clinical staffing, operations, and care coordination activities will be funded through payer reimbursement, grants, and philanthropy, and are not within the scope of the capital funding provided under this Contract. Notwithstanding the foregoing, it is the Parties intent to negotiate and execute an additional agreement on the operation and administration of the facility pursuant to Section 4(e) of this Public Contract for Services.

5) Final Deliverable

Completion of the design, construction and activation of dedicated space for crisis stabilization services at the South Campus location of Children's Hospital Colorado in Highlands Ranch.

6) Project Schedule (High-Level – all dates tentative based on procurement and permitting)

Contract Finalization: May-June 2026

Design & Construction Documents: April–August 2026

Permitting: September 2026-March 2027

Construction: April 2027 - November 2027

Anticipated Opening Date: January 2028

Actual dates may shift due to contracting, permitting, supply chain, and inspection variables.

7) Roles & Responsibilities

Children's Hospital Colorado:

Design, construction, procurement, commissioning, and activation; manage general contractor.

Coordinate life-safety, licensure, and clinical workflows.

Conduct staff training and simulations.

Implement crisis model and care transitions.

County:

Provide grant funding disbursements

Facilitate County partner connectivity (e.g., CRT/co-responder alignment) as needed.

8) Assumptions & Dependencies

Construction and equipment costs/timelines are based on current estimates and market conditions; materials, labor, and permitting timelines may vary.

Clinical model staffing is funded via payer reimbursement, grants, and philanthropy (not County capital grant).

Suite will conform to current FGI Behavioral Health Crisis Unit standards and applicable CDPHE/CDPS, life-safety, and local code requirements.

9) Reporting & Meetings

Quarterly Progress Reporting

10) Budget, Funding & Invoicing

Total Project Cost (Est.): \$7.1M (construction + soft costs + escalation).

County Grant Contribution: \$3.4M toward capital; Children's Colorado to secure the remaining gap (~\$3.5M) via philanthropy/other sources.

Indirects: Within County requirements ($\leq 10\%$ of eligible drawdown) as reflected in the construction budget.

11) Compliance, Privacy & Security

Children's Colorado will comply with all applicable federal and state regulations, including HIPAA and, where applicable, 42 CFR Part 2 for SUD information; internal policies for data protection; and CDPHE/CDPS licensing and life-safety requirements

12) Change Control

Material changes to scope, budget allocation, deliverables, or schedule will be documented via written Change Requests, including rationale, impact assessment, and revised milestones.

13) Points of Contact**Children's Colorado:**

Project Executive: Katie Denman katie.denman@childrenscolorado.org

County:

Contracting Officer/Program Manager: Laura Ciancone

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Exhibit B

METHOD OF PAYMENT

1. Payments under this Agreement shall not exceed the Contract Maximum Contract Expenditure in the amount of \$3,400,000.00.
2. Contractor shall submit monthly invoices to the County for services rendered pursuant to Exhibit A, Scope of Services. No pre-payments or advances will be made.
3. Contractor will not be paid by County for any additional fees, amounts, or costs above the Contract Maximum Contract Expenditure discussed herein.
4. In the event that any of the Contractor's costs are shared by multiple clients of the Contractor, or a cost is shared across two or more contracts the Contractor has with Douglas County, the Contractor must prorate the expense(s) and submit supporting documentation to the County. The County will only reimburse the portion of an expense incurred for the execution of this Contract.
5. Contractor shall submit complete invoices to the County by the 15th of the month following the month in which the expense occurred. If an invoice is not complete, the County will reject the invoice via email to the Contractor.
6. Contractor invoices shall not include any requests for pre-payment.
7. **The Final invoice is due no later than March 15, 2028.**
8. Invoices and back-up documentation may only be sent via: a) email to cguthrie@douglasco.gov or b) mailed to:

Douglas County Government, Finance Department
Attn: Christie Guthrie
100 Third Street
Castle Rock, CO 80104

Proposed Budget for Douglas County Opioid Council Funds

This budget supports the construction of the South Campus Mental Health Emergency Unit at Children’s Hospital Colorado. The total construction project cost is \$6,685,690.72 inclusive of escalation. Direct construction (hard) costs remain \$4,941,594.11 and include demolition, structural and interior construction, mechanical, electrical, plumbing, fire suppression, utilities, and specialized healthcare construction necessary for a pediatric behavioral health emergency facility.

The Douglas County Opioid Council has committed \$3.4 million in opioid settlement funds, which will be applied specifically toward these construction hard costs, directly supporting the physical build-out of the unit. The remaining project costs, including the balance of hard costs not covered by opioid funds as well as all soft costs totaling \$1,610,365.23, will be fully supported through philanthropic funding.

Soft costs include furniture, fixtures, and equipment (FF&E), medical and IT equipment, hospital procurement and project management services, commissioning, security, owner contingencies, indirect costs, and transition and move-related expenses. Together, these investments ensure the facility is fully operational, code-compliant, and clinically prepared to deliver critical pediatric mental health emergency services upon completion.

Item	Item Description	Cost
CONSTRUCTION HARD COSTS		
CONSTRUCTION DIRECT COST		
	COST OF WORK: Includes	\$ 3,266,280.00
	Demolition	
	Concrete	
	Masonry	
	Metals, woods, and plastics	
	Thermal and moisture protection	
	Openings	
	Finishes	
	Equipment	
	Furnishings	

Special Construction			
Conveying Equipment			
Fire Suppression			
Plumbing			
Mechanical			
Building Automation			
Electrical			
Communication			
Electronic Safety and Security			
Utilities			
GENERAL CONDITIONS AND GENERAL REQUIREMENTS			\$ 698,225.96
General Conditions			\$ 391,953.60
Direct contractors-non general contractor			\$ 142,958.36
General Requirements			\$ 163,314.00
TOTAL DIRECT CONSTRUCTION COSTS			\$ 3,964,505.96
CONSTRUCTION INSURANCE & FEE COSTS		%	
INSURANCE/BONDS/PERMITS			
Subcontractor Bonds and Default Insurance	1.250%	\$	47,769.35
General Liability Insurance	1.450%	\$	55,412.44
Builder's Risk	1.000%	\$	38,215.48
Permits, Fees, Assessment, Other	1.950%	\$	81,126.30
FEE			
Preconstruction Fee	1.250%	\$	47,769.35
Construction Fee (general)	10.000%	\$	401,071.42
TOTAL CONSTRUCTION INSURANCE AND FEE COSTS			\$ 671,364.34
CONTINGENCY		%	
ESTIMATING & CONSTRUCTION CONTINGENCY			\$ 305,723.81
Estimating Contingency	3.000%	\$	114,646.43
Construction Contingency	5.000%	\$	191,077.38
TOTAL DIRECT + INSURANCE AND FEES + CONTINGENCY			\$ 4,941,594.11
COSTS			\$ 4,941,594.11

Item	Item Description	Cost
CONSTRUCTION SOFT COSTS		
SOFT COSTS		%
	FURNITURE, FIXTURES & EQUIPMENT	\$ 830,187.80
	I.T. Equipment & Services	8.50% \$ 420,035.50
	Head in equipment/software	6.00% \$ 296,495.62
	Equipment (Computers, printers, phones, routers, etc.)	2.50% \$ 123,539.85
	Medical Equipment	1.50% \$ 74,123.91

Major	0.00%	\$	-
Movable Equipment	1.50%	\$	74,123.91
Furniture, Fixtures/Art/Signage, & Equipment (FF&E)	6.80%	\$	336,028.39
Furniture	5.00%	\$	247,079.70
Signage	1.00%	\$	49,415.94
Non-Med Equipment (appliances)	0.80%	\$	39,532.75
HOSPITAL PROCURE SERVICES		\$	333,557.60
Project Management	1.50%	\$	74,123.91
Planning Design and Construction			
Transition/Temp Space Setup/CHCO Equipment Planner	2.00%	\$	98,831.88
Project Security/Fire Watch/Terminal Clean/Move Costs	2.00%	\$	98,831.88
Commissioning Fees	1.25%	\$	61,769.93
Mechanical, HVAC, and electrical			
Commissioning	0.75%	\$	37,061.96
Fire Alarm Commissioning	0.50%	\$	24,707.97
Owner Contingency	2.10%	\$	137,529.83
Project Contingency	1.50%	\$	98,235.59
Facilities Improvement Design			
Allowance	0.30%	\$	19,647.12
Operational/Clinical Design Allowance	0.30%	\$	19,647.12
Indirect Costs		\$	309,090.00
SUBTOTAL SOFT COSTS		\$	1,610,365.23

TOTAL COST			
SUBTOTAL FULL CONSTRUCTION COST		\$	6,551,959.34
Escalation	2.00%	\$	133,731.38
SUBTOTAL CONSTRUCTION PROJECT COSTS w/ ESCALATION		\$	6,685,690.72

FUNDING SOURCES			
Total to be invoiced to Douglas County			
Opioid Funds		\$	3,400,000.00
Total remaining to be paid by Children's Hospital Colorado philanthropy			
		\$	3,285,690.72
SUBTOTAL CONSTRUCTION PROJECT COSTS w/ ESCALATION		\$	6,685,690.72

Exhibit C
INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Workers’ Compensation:** Insurance as required by the State of Colorado for Contractor’s employees, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
3. **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. 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, are to be covered as additional insureds on the CGL policy with respect to Contractor’s liability arising out of work - performed by - 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 to which Contractor is liable, to the extent of such liability, 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 or as described herein.

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 the Go Live contained in the contract.
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. All of Contractor's 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. Failure on the part of the Contractor to provide insurance certificates within ten (10) working days of receipt of the written request; which there will be no more than one (1) written request per calendar year, 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 any notices, within twenty (20) days of -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@douglasco.gov

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, after first discussing such breach with Contractor and allowing a period of time to cure any perceived defect.

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.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the Parties have executed this Contract as of the above date.

CHILDREN'S HOSPITAL COLORADO

BY: [Signature]

ATTEST: (if a corporation)

Printed Name Jeffrey Harrington

Title: CFO

Title: _____

DATE: 5/11/2026

Signature of Notary Public Required:

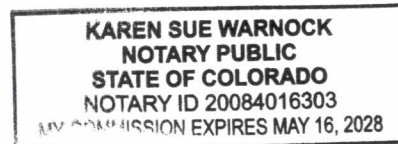
STATE OF Colorado

COUNTY OF Adams

The foregoing instrument was acknowledged before me this 11 day of May, 2026, by Jeffrey Harrington.

Witness my hand and official seal

[Signature: Karen Sue Warnock]
Notary Public



My commission expires: 5-16-2028

INSTRUCTIONS

Print out this page and then attach the signed and notarized page to this attachment icon.

**PUBLIC CONTRACT FOR SERVICES
DOUGLAS COUNTY GOVERNMENT and the
REGION 12 OPIOID COUNCIL
and CHILDREN'S HOSPITAL COLORADO**

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

By: _____
GEORGE TEAL, Chair

ATTEST:

By: _____

APPROVED AS TO CONTENT:

By: _____
**DOUGLAS J DEBORD,
COUNTY MANAGER**

DATE: _____

APPROVED AS TO CONTENT:

By: _____
**ABE LAYDON
REGION 12 OPIOID COUNCIL CHAIR**

DATE: _____

APPROVED AS TO FISCAL CONTENT:

By: _____
**CHRISTIE GUTHRIE,
DIRECTOR OF FINANCE**

DATE: _____

APPROVED AS TO LEGAL FORM:

By: _____
**ARIELLE J. DENIS,
ASSISTANT COUNTY ATTORNEY**

DATE: _____

INSURANCE REQUIREMENTS:

By: _____
**MEGAN DATWYLER,
RISK MANAGER**

DATE: _____