

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (“Contract”) is made and entered into this _____ day of _____, 2024, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **SHILOH HOME, INC. dba SHILOH HOUSE** (the “Contractor”) authorized to do business in Colorado. The County and the Contractor hereinafter referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the County is undertaking certain activities in its role as the local Human Services Agency, in accordance with Colorado State laws and mandates; and

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

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

WHEREAS, the County is participating in a Multi County Assessment project with Contractor, Colorado Department of Human Services (CDHS) and five other Counties [Adams, Arapahoe, Boulder, Denver, and Larimer], and Douglas is the fiscal agent for the project; and

WHEREAS, the Contractor can assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

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

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

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

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

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

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

4. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is Nine Hundred and Ninety-Seven Thousand, Four Hundred and Sixty-Eight Dollars and Eighty Cents (\$997,468.80) for the Term. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract. No part of this Contract is a limitation of liability for Contractor. Any potential payment or expenditure for this Contract outside the current fiscal year is conditional and subject to future annual appropriation of funds for any such proposed expenditure.

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

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 A 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 A 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.

5. SUSPENSION AND DISBARMENT: The County may not pay any vendor who is suspended or disbarred from receiving federal funds. The Contractor attests by virtue of executing this Contract that: a) it is not suspended or disbarred at the time services begin or Contract execution, b) it has no knowledge of or reason to believe suspension or disbarment is pending or forthcoming, c) it will report within three (3) business days to the Department any changes in items a or b; and d) it understands that it may be required to repay all funds received if the Department learns the Contractor was suspended or disbarred at any time during service

delivery or while under Contract, or that the Contractor failed to report any pending or forthcoming suspension or disbarment.

6. TERM: It is mutually agreed by the Parties that the Term of this Contract shall commence as of 12:01 a.m. on June 1, 2024 and terminate at 11:59 p.m. on June 30, 2025. This Contract and/or any extension of its original Term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding Term.

7. INVOICING PROCEDURES: Payments shall be made to the Contractor based upon complete invoices submitted by the Contractor, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Contractor within forty-five (45) days, or within a mutually agreed upon period after the County has received complete invoices and deliverables from the Contractor. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Contractor's activities and services rendered, as the County deems appropriate to support the payments to the Contractor. The signature of an officer of the Contractor or someone reasonably able to verify the accuracy of the invoices shall appear on all invoices certifying that the invoice has been examined and found to be correct. Late payment or a delay in payment is not Breach of Contract.

8. CONFLICT OF INTEREST: The Contractor agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A Conflict of Interest shall include transactions, activities or conduct that would affect the judgment, actions, or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of County. Specifically, Contractor will notify Authorized Representative (or that person's designee) if anyone performing services outlined in Exhibit A: 1) is a past or current Human Services client, or 2) is related to or a close acquaintance of a past or current Human Services client. Providing services when a known or potential Conflict of Interest exists without previously informing the Authorized Representative and receiving approval, may be deemed a Breach of Contract.

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

10. INDEPENDENT CONTRACTOR: The Contractor is an Independent Contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be, and remain at all times, employees of the Contractor for all purposes. The County shall have no responsibility for any federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees of the Contractor

and/or its designated agents. The Contractor acknowledges that it and its employees are not entitled to Workers' Compensation benefits or Unemployment Insurance benefits from the County, unless the Contractor or a third party provides such coverage, and that the County does not pay for or otherwise provide such coverage. The Contractor shall provide and keep in force Workers' Compensation (and provide proof of such insurance when requested by the County) and Unemployment Compensation insurance in the amounts required by law, and shall be solely responsible for its own actions, its employees and agents.

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

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

13. COUNTY REVIEW OF RECORDS: The Contractor agrees that, upon request of the Authorized Representative, at any time during the Term of this Contract, or four (4) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. Under this item, records refer to the support documentation for expenses invoiced to the County and paid to the Contractor. The Contractor will retain any and all records, beyond the terms outlined above in this recital, as identified in a "litigation hold" notice provided by the County until receipt of a release from said hold.

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

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

15. ASSIGNMENT OF COPYRIGHTS: The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly.

The Contractor waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

16. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all documents and partial documents will be handled consistent with paragraphs 14 and 15 above. The Contractor shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by any Breach of the Contract by the Contractor.

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

by the Contractor to:	Daniel Makelky, Director Department of Human Services 4400 Castleton Court Castle Rock, Colorado 80109 Dmakelky@douglas.co.us Phone: (303) 814-5395 Facsimile: (877) 285-8988
with a copy to:	Douglas County Attorney's Office 100 Third Street Castle Rock, Colorado 80104 Phone: 303-660-7414
with a copy to:	Ruby Richards Department of Human Services 4400 Castleton Court Castle Rock, Colorado 80109 rarichar@douglas.co.us Phone: (303) 814-5395
and by the County to:	Steven Ramirez, CEO Shiloh Home, Inc. dba Shiloh House 6588 West Ottawa Avenue Littleton, CO 80128 ceo@shilohhouse.net Phone: (303) 933-1393 Facsimile: (303) 933-8216

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, e-mail, or other method authorized in writing by the Authorized Representative. Notices shall be deemed effective upon receipt or three (3) days after

the date of mailing, whichever is earlier. The Parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

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

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

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

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

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

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

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

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

- 1st This Contract, Sections 1 through 32
- 2nd Exhibit A - Scope of Services
- 3rd Exhibit B - Method of Payment
- 4th Exhibit C - Insurance Requirements
- 5th Request for Qualifications (#043-22)
- 6th Response to Request for Qualifications

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

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

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

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

30. BREACH OF CONTRACT: Failure to perform according to the specifications of this Contract will be considered a Breach of Contract and may be subjected to legal action, termination of contract and/or any additional applicable legal remedies available to the County.

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

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

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

SHILOH HOME, INC. dba SHILOH HOUSE

BY: *Steven Ramirez* CEO
Steven Ramirez, CEO

DATE: *July 9 2024*

ATTEST: (if a corporation)

BY: _____
(Print name and title)

SIGNATURE: _____

DATE: _____

Signature of Notary Public Required:

STATE OF *Colorado*)
) ss.
COUNTY OF *Jefferson*)

The foregoing instrument was acknowledged before me this *9* day of *July*, 2024, by *Steven Ramirez*.

Witness my hand and official seal

Sheila Tabuchi
Notary Public

My commission expires: *July 6, 2025*

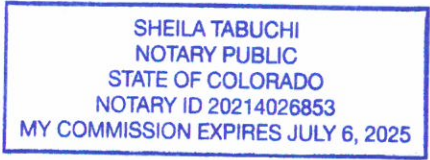


Exhibit A
SCOPE OF SERVICES

The Contractor agrees to provide service(s) and deliverables outlined herein and specifically listed in Attachment A1. Services provided outside of this Exhibit A will be deemed gratuitous to and are subject to non-payment by the Department of Human Services' (the "Department") discretion.

This Exhibit A only becomes effective when all of the other project Counties agree to participate as demonstrated by signing an Intergovernmental Agreement (IGA) with Douglas County, and the IGA between Douglas and the other five (5) Counties is approved on a Douglas Board of County Commissioners' Business Meeting.

1. General Provisions

- a. The Contractor will comply with all applicable federal and state laws including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; and the regulations of the U.S. Department of Health and Human Services issued pursuant to the above statutes at Title 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, and Title 28 CFR Part 35.
- b. The Contractor will comply with all mandatory child abuse and neglect reporting laws and policies outlined in §§ 19-3-307 and 19-3-304, C.R.S.
- c. Client missed appointments shall be reported to the Department as soon as possible but no more than forty-eight (48) hours after the missed appointment.
- d. Any safety concerns or events considered clinically significant, i.e., family deaths, discovery of new relevant mental health issues, or other events that could be considered pertinent to client welfare shall also be reported to the Department as soon as possible but no more than forty-eight (48) hours after the Contractor becomes aware of such issue or information; and may require immediate action determined by legal mandated reporting responsibilities.
- e. 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.
- f. 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.
- g. The Contractor's internal policies do not supersede or replace any terms contained within this Contract.

2. Staff Background Checks

- a. Various required checks are outlined in this section. The Department reserves the right to review all background checks at any time. The costs of the background checks are not reimbursable under this Contract. The Contractor accepts the disqualifying offenses as listed in 12 CCR 2509-8 and Colorado Department of Human Services Volume VII, 7.701.33, D. 7. The Contractor will notify the Department within two (2) business days of any staff charged with a disqualifying crime.

- b. The Contractor will complete Colorado Bureau of Investigations (CBI) and Federal Bureau of Investigations (FBI) background checks as follows:
 - i. The Contractor shall ensure all employees, subcontractors, interns, mentors and volunteers who may have client contact or provide services under this Contract have submitted to and passed a fingerprint-based CBI and FBI criminal background check prior to commencing provision of services under this Contract.
 - ii. Any items listed in the results of the background checks must be communicated by the Contractor to the Authorized Representative (or their designee) and cleared prior to allowing the subject of the background check to have contact with clients.
 - iii. Confirmation of results or clearance letters of these criminal background checks must be kept by the Contractor in a secure location as directed by CBI and FBI guidance. Results must be made available for review by the Department upon request and maintained for three (3) calendar years after the date of the Contractor's final payment from the County under this Contract.
 - iv. Contractors eligible for automatic CBI and FBI updates, i.e., with five (5) or more employees, will timely review updates and inform the Department of any changes. Contractors that are not eligible for or are not receiving automatic CBI and FBI updates for any reason will ensure that every five (5) years an updated fingerprint-based CBI and FBI criminal background check will be run on each employee, subcontractor, intern, mentor and volunteer, and kept in their secure file for review by the Department.
 - v. If these conditions cannot be met, the Contractor will immediately notify the County's Authorized Representative.
- c. The Contractor will complete Colorado Department of Human Services (CDHS) background checks as follows:
 - i. The Contractor shall also conduct a Child Abuse and Neglect background check through the Colorado Department of Human Services (CDHS), Office of Early Childhood (OEC), Background Investigations Unit (BIU) on all employees, subcontractors, interns, mentors and volunteers prior to them providing services to Department clients under this Contract.
 - ii. The Contractor shall notify the Authorized Representative (or their designee) of any employee, subcontractor, or volunteer who has findings of child abuse or neglect; the Authorized Representative will provide a decision on whether the Department will allow that individual to provide services under this Contract.
 - iii. The Contractor must retain copies of all background check results in the employee, subcontractor, intern, mentor or volunteer secured files; copies must be available for review upon the Department's request and be maintained for three (3) calendar years after the date of the Contractor's final payment from the County under this Contract.
 - iv. The Contractor will ensure that every five (5) years an updated Child Abuse and Neglect background check will be run on each employee, subcontractor, intern, mentor and volunteer.
- d. The Contractor shall retain copies of employee credentialing qualifications from Colorado Department of Regulatory Affairs (DORA) in personnel files and make such records available to the County Representative upon request. The Contractor

shall immediately notify the County of any suspension or revocation by DORA of an employee or subcontractor.

- e. The Contractor will complete a Sexual Offender Registry check and receive, at minimum, preliminary results before assigning and/or hiring employees, subcontractors, interns, mentors or volunteers to perform under this Contract.
3. Staff Assignments and Performance
 - a. The Department has the right to approve or disapprove the Contractor's employees, subcontractors, interns, mentors or volunteers performing services under this Contract prior to the commencement of the work and shall have the right to review the employment files prior to granting approval. The Contractor will ensure said staff are familiar with the term Conflict of Interest in paragraph 8 of this Contract prior to commencing work under this Contract.
 - b. If the Department becomes dissatisfied with the Contractor's performance (inclusive of employees, subcontractors, interns, mentors or volunteers), the Department will notify the Contractor. Disciplinary measures, if any, will be the sole responsibility of the Contractor. However, if the concerns are not resolved to the Department's satisfaction, the Contractor's staff will not be allowed to provide services under this Contract.
 - c. The Contractor and its employees, subcontractors, interns, mentors or volunteers shall remain in good standing with the appropriate licensing authority(ies) if applicable to performance of service provided. Temporary suspension, permanent loss, or any change of a license status that renders the person ineligible to provide service at any time during this Contract is considered a Breach of Contract, and payment will not be rendered for any services performed when required licensure was not in effect and good standing and may result in Contract termination.
 4. Program Description (of combined Shiloh House and Savio House services)
 - a. The Multi County Assessment Project will initially focus on: 1) youth that are arrested, do not screen to Level 1 Secure Detention, do not require treatment in a Qualified Residential Treatment Program (QRTP), and cannot go home, and/or 2) youth that are arrested and ordered by the court to have a placement and service evaluation after the detention hearing (Eligible Youth). Eligible Youth not in county custody, will remain in their parent's/guardian's custody and need authorization for their stay in the assessment bed.
 - b. Savio House will provide clinicians and specialists to complete a suite of assessments and observations for Eligible Youth to determine community-based services and supports that may help them return and remain home or in family-like settings in their community as soon as possible, as further described below. Shiloh House will provide bed space for four (4) Eligible Youth at a time to stay for up to thirty (30) days during the global assessment period, as further described below. Douglas County will be responsible for ensuring Savio House and Shiloh House's performance of these services in accordance with the terms of their respective Contracts.
 - c. Through the Contracts, Douglas County will require Savio House and Shiloh House to handle any confidential or sensitive information regarding the Parties or Eligible Youth securely and in compliance with all applicable laws, and to use such information solely as needed to perform the services that they are engaged to provide under their respective Contract. Douglas County will not provide any services to Eligible Youth or complete any case management work of any kind.

- d. The comprehensive assessment and observation are designed to create a plan for Eligible Youth to return home or to a family-like setting in the community. Instead of placing Eligible Youth involved with Human/Social Services, this project aims to assess for service needs to allow them to go home and be successful in the least-restrictive setting, as soon as possible.
- e. If this project is successful, the Parties expect to see better outcomes for Eligible Youth compared to those that are placed outside of the project. This may include: 1) reduction in out-of-home placements, 2) timelier reunification with family and/or community, and 3) better service outcomes that support the youth and family and prevent further penetration in the child welfare and juvenile justice systems.
- f. The six (6) participating Counties will share the four (4) beds and the corresponding assessment throughout the Project. If a specific County's bed is available for any period of time, the "giving" County may elect to make it available to any other County. In that instance all arrangements (including any costs) are solely determined between the "giving" and "receiving" Counties. The "giving" and "receiving" Counties understand that there is no change in how Douglas invoices (as outlined below) and the two Counties will need to agree on any separate cost recovery related to the relinquished bed.

5. Services

- a. Contractor will provide bed space for four (4) youth at a time to stay for up to thirty (30) days during the global assessment period.
- b. During the day, Contractor will provide up to two (2) staff in the event youth are not able to attend their home school. Staff will work with youth and set them up for online schooling and supervise during this time.
- c. After school when youth are not with their specialist/therapist, Contractor will ensure youth participate in activities to keep them engaged. Contractor staff will work with Savio staff to understand youth's interests in order to keep them engaged when they are not in treatment. There will be up to two (2) Contractor staff for the after school hours to ensure that while youth are in the program, they receive individualized attention in order to best support them. Activities will be reviewed with youth's team to ensure appropriateness, and may include:
 - i. hiking,
 - ii. video games,
 - iii. arts/painting,
 - iv. working out,
 - v. games with peers, and
 - vi. other individualized interests.
- d. Overnight there will be up to two (2) Contractor staff on the milieu during the overnight hours. Since the program is under Shiloh House's license, they are responsible for clinical documentation as well as Council of Accreditation standards.

6. Savio House

- a. Savio House will provide the assessments associated with these youth and beds.
- b. Contractor will work in conjunction with Savio House and all partners on this program, and communicate timely with all partners as appropriate.

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Exhibit B
METHOD OF PAYMENT

1. The Contractor will provide service(s) and deliverable(s) for the rate(s) listed below and accept any and all forms of payment.
2. Rates outlined below constitute payment in full and Contractor will not be paid for any additional fees, amounts, or costs.
3. Contractor will invoice an all-inclusive, flat rate as follows:

Nightly Bed Rate	Month	Totals
\$384.00	June, July and August of 2024	\$141,312.00
\$706.40	September 2024 thru June 30, 2025	\$856,156.80

4. Contractor shall not exceed the maximum contract expenditure of \$997,468.80.
5. Invoices must be submitted by the 15th of each month after the month in which service(s) were rendered, except June 2025 is due July 5, 2025. Failure to submit invoices timely may result in non-payment.
6. 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.
7. Invoices and back-up documentation may only be sent via: a) secure email to CWAccounting@douglas.co.us, b) posted to the Department's OneDrive contractor folder, or c) mailed to:

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

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

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Exhibit C
INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form ISO CG 20 01 04 13 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

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

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

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

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

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

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

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

Verification of Coverage. The Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the

Contractor to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which the County may immediately terminate this Contract.

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

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

Subcontractors. The Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and the Contractor shall ensure the County is an additional insured on insurance required from subcontractors.

Failure to Procure or Maintain Insurance. The Contractor will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which the County may immediately terminate this Contract.

Governmental Immunity. The Parties hereto understand and agree that the County is relying on and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to the County, its commissioners, officers, officials, employees or volunteers.

Special Risks or Circumstances. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.