

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the “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 **YOU ARE NOT ALONE LLC MOM 2 MOM AKA YANA M2M** (the “Beneficiary”), a not-for-profit organization authorized to do business in Colorado The County and the Beneficiary are hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

RECITALS

WHEREAS, the County is undertaking certain activities for suicide prevention; and

WHEREAS, the County desires to engage the Beneficiary to render certain professional services and assistance in connection with such undertakings of the County; and

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

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

1. LINE OF AUTHORITY: Laura Ciancone, Douglas County Mental Health Division Manager (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Beneficiary under this Contract.

2. SCOPE OF SERVICES: All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by the Beneficiary. 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 Beneficiary’s compensation, which are mutually agreed upon between the County and Beneficiary, shall be in writing and shall become part of this Contract upon execution.

The Beneficiary 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 Beneficiary 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 Beneficiary and the County for the use and occupancy by the Beneficiary 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 Beneficiary, and the Beneficiary 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 **ONE HUNDRED EIGHTY THOUSAND NINE HUNDRED SIXTY DOLLARS AND NO CENTS (\$180,960.00)** for fiscal year 2025. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for the Beneficiary. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure. Funding in year two of the Term is dependent upon performance in year one of the Term. Funding in year three of the Term is dependent upon performance in year two of the Term.

5. TERM: It is mutually agreed by the Parties that the Term of this Contract shall commence as of 12:01 a.m. on **January 1, 2025**, and terminate at 12:00 a.m. on **December 31, 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.

6. INVOICING PROCEDURES: Payments shall be made to the Beneficiary in a lump sum each Term for the total amount budgeted in that year. Payments will be made to the Beneficiary within thirty (30) days, or within a mutually agreed upon period after the County has received a completed invoice from the Beneficiary. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Beneficiary's activities and services rendered, as the County deems appropriate to support the payments to the Beneficiary. The signature of an officer of the Beneficiary shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. CONFLICT OF INTEREST: The Beneficiary 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 Beneficiary 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 Beneficiary by placing the Beneficiary's own interests, or the interest of any party with whom the Beneficiary 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 Beneficiary or any other person or entity whatsoever, for any purpose whatsoever. The Beneficiary 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 Beneficiary need not indemnify or save

harmless the County, its commissioners, officials, officers, directors, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents and employees.

9. INDEPENDENT CONTRACTOR: The Beneficiary is an Independent Contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Beneficiary to perform work under this Contract shall be, and remain at all times, employees of the Beneficiary 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 Beneficiary and/or its designated agent(s). The Beneficiary acknowledges that it and its employees are not entitled to Workers' Compensation benefits or Unemployment Insurance benefits from the County, unless the Beneficiary or a third party provides such coverage, and that the County does not pay for or otherwise provide such coverage. The Beneficiary 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.

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 Beneficiary 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 Beneficiary 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 Beneficiary hereunder.

12. COUNTY REVIEW OF RECORDS: The Beneficiary 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 its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Beneficiary 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 Beneficiary in connection with this Contract shall be the property of the County.

14. ASSIGNMENT OF COPYRIGHTS: The Beneficiary 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 Beneficiary waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

15. TERMINATION: The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Beneficiary of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Beneficiary pursuant to this Contract shall become the County's property. The Beneficiary 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 Beneficiary 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 Beneficiary.

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

by the Beneficiary to: Laura Ciancone, Douglas County Mental Health
Division Manager
4400 Castleton Court
Castle Rock, CO 80109
Ph: (720) 520-2497
E-mail: lciancone@douglas.co.us

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

and by the County to: You Are Not Alone LLC Mom 2 Mom
(YANAM2M)
Attn: Nikki Brooker
7173 S. Havana Street Suite 600-220
Centennial, CO 80112
Ph: (303) 229-3678
Email: yanam2mhr@gmail.com

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

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

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

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

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

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

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

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

- 1st This Contract, Sections 1 through 28
- 2nd Request for Proposal (if applicable)
- 3rd Exhibit E- Insurance Requirements
- 4th Exhibit A- Scope of Work
- 5th Exhibit B- Method of Payment
- 6th Exhibit C- Project Budget

- 7th Exhibit D- Project Workplan
- 8th Response to the grant application (if applicable).

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

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

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

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

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

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

YOU ARE NOT ALONE MOM 2 MOM (YANAM2M)

BY: Nichole Brooker

ATTEST: (if a corporation)

Printed Name _____

Title: _____

Title: _____

DATE: _____

Signature of Notary Public Required:

STATE OF _____)

)

ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____.

Witness my hand and official seal

Notary Public

My commission expires: _____

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

BY: _____
George Teal, Chair

DATE: _____

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

Andrew Copland
Director of Finance

Arielle J. Denis
Assistant County Attorney

DATE: _____

DATE: _____

APPROVED AS TO INSURANCE REQUIREMENTS:

Megan Datwyler
Risk Manager

DATE: _____

Exhibit A SCOPE OF WORK

The County is partnering with the Beneficiary, a non-profit based in Highlands Ranch, Colorado, through the Douglas County American Rescue Plan Act (ARPA) Suicide Prevention Grant Program to implement suicide prevention strategies targeting postnatal mothers and families. YANA M2M received \$80,000.00 in year one and, \$180,400.00 in year two, and is receiving \$180,960.00 in year three. Excerpts from YANA M2M’s scope of work response in the grant application are included in Exhibit A to describe the elements that will be funded through this grant program. The County expects this scope of work to be executed during the funding term.

A. General Provisions

Year three is a continuation of the Strong Mamas, Thriving Babies (SMTB) program, to include the activities completed in years one and two.

Year 3:

YANA M2M will continue the SMTB program at UC Health Highlands Ranch, Castle Rock Adventist and Parker Adventist hospitals in 2025.

SMTB is a program that will change the world, one mom at a time. We believe there is no harder job than motherhood. Just when you think you have the job figured out, the requirements change, the human being you are taking care of changes, and you start all over again trying to “reinvent” how you will take care of this human being. When things change rapidly, it is sometimes very difficult to adjust, pivot, and figure out how to best proceed. With support from other moms, who are going through the same things at the same time, motherhood becomes more of a “village” activity instead of an individual one. Without a village of support, being a mom is lonely, overwhelming, frustrating, and all-consuming. With SMTB, EVERY mom, no matter what their economic status, background, or location, will have the ability to be a part of a support system of their peers. The SMTB program will include:

- One-to-one visits
- In-person weekly gatherings
- Online portal (App)
- 3-, 6-, 9-, 12-month check-ins
- Evaluation and data reporting

One-on-one Visit:

Every new mom will receive a personal visit from an *SMTB* program representative to welcome them into the village of support, explain the program, and provide registration information. Moms will have the opportunity to ask questions, read through the information and make the choice of whether to participate or not. The program is open to them if they conclude later that they want to participate but didn’t from the beginning. This village of support is not a one-size-fits-all program, so it is important that all moms have the choice to opt into the program

later in their motherhood journey. The SMTB program information will be available through www.yanam2m.org as well as on the hospital's postpartum support website.

In-person *SMTB* Weekly Gathering Program:

Our in-person gatherings are held weekly at the hospitals where any mom in our program is welcome to attend and connect with other moms. We hold these for two hours every week at each hospital, allowing moms to connect, create connections, build relationships and learn from community experts. We ask community experts (whom we have vetted) to present resources to the moms that they can utilize on a weekly basis and give moms what they sometimes don't even know is available.

Week 1: We focus on getting to know one another, discussing motherhood, discussing common motherhood struggles, and normalizing the fact that you will NOT love every second of motherhood and that's ok. Every mom is allowed to speak and connect. We discuss how the program will proceed and everyone will be given the information on how to proceed with the online portion of the program (StrongMamas App).

Week 2 & 3: After we have an opening connection time, we invite our community experts to speak. We have speakers who educate moms on sleep and its importance to mental health, mindfulness and how positive mental health goals are important for all moms, the importance of moms staying true to themselves, and whatever goals and aspirations they might have had before they were a mom. We discuss identity crises and how they can derail motherhood and contribute to negative mental health. Mental health is discussed with the purpose of normalizing how the mental health of moms needs to be addressed, given the attention it deserves and the consequences that could become dire when it is not monitored.

Week 4's topic is "what's next" for the group of moms. SMTB has created a village of moms who are all going through the same thing at the same time and can be peer-to-peer support for each other. We help the moms create further communication such as Facebook, WhatsApp and text groups so the moms create their own communities.

Online Portal (App):

With the need for things to be both in-person and online, we have an online portion of the program. Our app is called StrongMamas and is available on both the Apple and Google stores. This allows the moms to chat with one another, create a calendar of events, have side groups with conversations about topics like cloth vs. disposable diapers or breast vs. bottle feeding or co-sleeping opinions and thoughts. These conversations help moms understand that motherhood can be a "team sport" and with the support, advice, and a peer-to-peer system, having a village can truly change the motherhood journey.

Postpartum Call Check-ins:

Another portion of the program begins when moms are in their third month of motherhood. Moms participating in the program receive a peer-to-peer mom support check-in.. After giving

birth, babies are given an APGAR score to assess how well they are doing outside the mother's womb. This APGAR score is the first time the baby's health is assessed. Babies are constantly assessed after birth. This attention is necessary for the health and well-being of the baby, but no one is taking the time to assess the health of moms. Moms are assessed while in the hospital, after giving birth, and then one more time at their six-week postpartum OB GYN/Midwife visit. Often moms are still in the euphoria of becoming a new mom at their six-week postpartum visit and don't know that what they are going through could be more than just the "baby blues." These phone calls are a mom support check-in so they know that 1) someone cares about THEM and 2) after talking through their feelings they will be advised whether what they are going through is probably normal but if it isn't, the caller gives them resources to help navigate their needs.

The caller has lists of resources available to give to moms (local mental health professionals who are accepting new patients, suicide hotlines, other mental health resources if needed). Notes are taken by the caller so that every mom's progress is followed.

The mama call program changes how moms are supported after changing their entire identity. After giving birth, women often lose their own identity, and when they feel as though no one is checking in on them or that they are allowed to say, "what about me," their chances of experiencing postpartum depression are much higher. According to the Mayo Clinic, Postpartum depression can be a combination of physical changes as well as emotional issues. "You may feel less attractive, struggle with your sense of identity or feel that you've lost control over your life. Any of these issues can contribute to postpartum depression."

(<https://www.mayoclinic.org/diseases-conditions/postpartum-depression/symptoms-causes/syc-20376617>).

This portion of SMTB changes how moms are supported after giving birth. These phone calls are another form of mental health wellness protocol with better screening of more serious postpartum depressive episodes and further mental health interventions. There is an online database kept for each phone call made so that all discussions are documented for further scrutiny and/or interventions if needed. These are kept in a confidential database through our HIPAA compliant Salesforce account for callers to have the opportunity to review previously made phone calls. This allows the callers to have topics to discuss with each mom from their history. This also allows moms to feel more comfortable with their phone calls because the caller will have prior knowledge regarding their background. Every phone call has a specific protocol of leading questions to allow moms to share how they are feeling and discover if what they are experiencing is normal or within normal ranges. These conversations are NOT considered a diagnostic tool but instead a check-in on moms who may or may not have the support they need after giving birth. We believe these calls change how postpartum care is defined and how moms are cared for in the first year postpartum.

Evaluation and Data Reporting:

Every mom who attends an in-person gathering is given the Mom Survey. These sliding scale surveys are recorded in a data collection software to quantify the progress moms make as the program continues and moms are given the support they deserve. This survey is a 1-10 sliding scale that measures the following information for each mom:

- I feel confident in my ability to be a good mom.
- I feel that I have all the support that I need to be a good mom.
- I feel happy most of the time.
- My baby makes me happy.
- I feel that Strong Mamas, Thriving Babies will make a positive impact on my ability to be a mom.
- I am excited about the opportunity to create a village to help me through motherhood.
- Having this program has positively affected my postpartum journey.

The information collected from the surveys is compiled to create data points to ensure program efficacy and continued improvement of services. The emotional and mental well-being of moms in the SMTB program is assessed every time they attend an in-person gathering. The program is modified and improved based on the surveys collected as well as any additional comments regarding the program provided by participants. We value the suggestions and comments of our participants and therefore will utilize them for program improvement.

Data collection and analysis takes place monthly after each cohort finishes their four-week in-person portion of SMTB. This data helps us modify and improve the program to meet the needs of the community where the program takes place, therefore truly making this program community based.

YANA M2M utilizes the funding from this grant to fund the program with skilled staffing, online community, systems to manage the application of the program, marketing, IT support, legal support, community events, insurance, administration expenses, continued education and training, etc.

Year three (2025) goals, objectives, and activities are described in Exhibit D.

B. Reporting and Data

- a. The Beneficiary will prepare and provide a progress report which captures activities, outputs and outcomes identified in the Workplan as required by the County, and metrics from the 2021-2026 Douglas County Public Health Improvement Plan, if indicated, on a bi-annual basis, by July 30th for January to June activities, and by January 31st for July to December activities. The Beneficiary is required to report only activities, outputs and outcomes related to the funding received. The Beneficiary shall also prepare and provide a progress report ahead of contract renewal, if applicable, by October 31st each year.
- b. YANA M2M is a Beneficiary of ARPA Revenue Replacement funds. Treasury Guidance (SLFRF Final Rule FAQs) indicate that, “Treasury is not collecting subaward data for projects categorized under Expenditure Category Group 6,

“Revenue Replacement.” Treasury has determined that there are no subawards under this eligible use category. The Beneficiary acknowledges that these reduced reporting standards are subject to change at the discretion of the US Department of Treasury, and agrees to provide such financial, performance, compliance reporting and/or records in such form as may be requested by the County.

For this Contract, the County staff shall:

- A. Schedule, at a minimum, twice a year check-in with the Beneficiary, or as needed to address any Beneficiary questions, or issues as they arise, for example, billing, reporting, etc.
- B. Oversee contract management to include oversight and adherence to terms, reporting, amendments, and contract renewals.
- C. Review the Beneficiary’s invoices, ensure compliance with award requirements, and submit all invoices for approval and payment.

**Exhibit B
METHOD OF PAYMENT**

- A. Reimbursement and budget are described herein. These are all federal funds provided via the American Rescue Plan Act (ARPA) and designated by the County as Revenue Recovery.
- B. For services outlined in Exhibit A, the Beneficiary shall generate documentation monthly that is sufficiently detailed as defined by the County to substantiate expenses and support service provision and maintain all documentation in an organized and auditable manner for four (4) years.
- C. Payments under the Contract shall not exceed the Contract Paragraph 4 Maximum Contract Expenditure for the Contract Paragraph 5 Term. The Beneficiary shall bill annually and be paid in a lump sum for the total annual budget each Term and for approved expenses outlined below and in the Project Budget described in Exhibit C. The Beneficiary will reimburse the County its unspent funds unless given permission by the County to roll unspent funds from one year to the next.
- D. The Beneficiary will be provided a lump sum for services rendered as outlined below to the County’s satisfaction. The Beneficiary may seek reimbursement for the items outlined in Table 1: 2025 below for the respective calendar year and expense category.

Table 1: 2025 (Approximate period of performance: January 1, 2025 – December 31, 2025)

Budget Category	Program Director – Overseeing and managing SMTB Program	Taxes and expenditures for employees	Assistant Program Director	Program Director Deputies – Sub for Directors as needed (hourly) x2 (1/hospital)	App maintenance and HIPAA Compliant Cloud Hosting	TOTAL
Personnel Services/ Salaried	\$90,000.00	\$10,000.00	\$60,400.00	\$5,560.00		\$165,960.00
Contractors/ Consultants					\$15,000.00	\$15,000.00
TOTAL*						\$180,960.00

- E. Invoices and back-up documentation may only be sent via: a) secure email to mhaccounting@douglas.co.us and the County Mental Health Division Manager at lciancone@douglas.co.us, b) posted to the County’s ARPA Suicide Prevention Grant Teams site to the Beneficiary’s private channel, or c) mailed to:

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

The Beneficiary will email lciancone@douglas.co.us when new invoices have been added to the Teams site or existing documents are edited on the Teams site.

Exhibit C
PROJECT BUDGET

Included as an attachment

Exhibit D
WORK PLAN

Included as an attachment

Exhibit E INSURANCE REQUIREMENTS

The Beneficiary 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 Beneficiary, Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if Beneficiary 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 Beneficiary’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 agreement are sufficient to cover the obligations of the Beneficiary 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 Beneficiary 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 Beneficiary’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the Beneficiary’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 Beneficiary’s insurance.

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

Waiver of Subrogation. The Beneficiary hereby grants to the County a waiver of any right to subrogation which any insurer of said Beneficiary may acquire against the County by virtue of the payment of any loss under such insurance. The Beneficiary 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 Beneficiary 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 Beneficiary 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 Beneficiary 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 Beneficiary must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

Verification of Coverage. The Beneficiary 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 Beneficiary'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 Beneficiary 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 Beneficiary shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and the Beneficiary shall ensure the County is an additional insured on insurance required from subcontractors.

Failure to Procure or Maintain Insurance. The Beneficiary 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 Beneficiary 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.