


## Public Contract for Services Staff Report

**DATE:** SEPTEMBER 30, 2024  
**TO:** DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS  
**THROUGH:** DOUGLAS J. DEBORD, COUNTY MANAGER  
**FROM:** TERENCE T. QUINN, AICP, DIRECTOR OF COMMUNITY DEVELOPMENT   
**CC:** STEVEN DODRILL, COMMUNITY PROGRAMS ADMINISTRATOR  
RAND CLARK, CCAP, NCRT, COMMUNITY SERVICES MANAGER  
JENNIFER EBY, AICP, ASSISTANT DIRECTOR OF COMMUNITY SERVICES  
**SUBJECT:** 2024 PUBLIC CONTRACT FOR SERVICES FOR UP TO \$135,000 BETWEEN DOUGLAS COUNTY AND THE CRISIS CENTER

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**BOARD OF COUNTY COMMISSIONERS MEETING:**

**October 8, 2024 @ 1:30 p.m.**

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**I. EXECUTIVE SUMMARY**

Douglas County supports community efforts to address domestic violence through access to prevention, intervention, and advocacy services. This 2024 Public Contract for Service (Contract) between the County and the Crisis Center will provide up to \$135,000 for emergency shelter costs, client therapy, community-based advocacy, and legal advocacy services for residents.

**II. REQUEST**

Approval of the 2024 Public Contract for Services for up to \$135,000 between Douglas County and the Crisis Center.

**III. BACKGROUND**

Domestic violence is a leading cause of homelessness for residents in Douglas County. The Crisis Center provides the only local shelter and domestic violence support services such as counseling, legal assistance, and advocacy to help families achieve positive change.

Based on extensive research and known community needs, the Crisis Center shifted to long-term client advocacy and transitional housing models to improve client-outcomes. Their efforts are focused on evidence-based community centered programs, such as the

Lethality Assessment Program (LAP), working in close partnership with law enforcement agencies.

**IV. DISCUSSION**

Past contracts between Douglas County and the Crisis Center have been for a fixed amount. The proposed contract is established on a fee for service basis and allows the Crisis Center to invoice Douglas County for eligible services provided to Douglas County residents. Eligible services and rates are as follows:

<b>Service</b>	<b>Description</b>	<b>Rate</b>
Emergency Shelter	Emergency shelter operations expenditures including food, daily essentials, personal hygiene items, and transportation to resources and agency partners.	\$185.00 per day
Client Therapy	Masters level clinicians provide individual and group therapy for adults and children impacted by domestic violence.	\$40.00 per hour
Client Community based advocacy	Community-based advocates assist clients with protecting themselves and their children from further violence by utilizing the community resources that clients report needing. Advocates assist in developing safety plans, provide case management, support, and advocacy.	\$35.00 per hour
Legal Advocacy	Legal advocates provide information and assistance through the civil legal process.	\$35.00 per hour

**IV. RECOMMENDED ACTION**

It is staff's recommendation that the 2024 Public Contract for Services for up to \$135,000 between Douglas County and the Crisis Center be approved by the Board of County Commissioners.

**ATTACHMENTS**

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## PUBLIC CONTRACT FOR SERVICES

**THIS PUBLIC CONTRACT FOR SERVICES** (the “Contract”) is made and entered into this \_\_\_ day of September \_\_\_\_\_, 2024, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and The Crisis Center, a non-profit Corporation authorized to do business in Colorado (the “Contractor”). The County and the Contractor hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

### RECITALS

**WHEREAS**, the County is undertaking certain activities to ensure access to prevention, intervention, and advocacy services for victims and families experiencing domestic violence; and

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

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

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

**1. LINE OF AUTHORITY:** Steven Dodrill, (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 up to but not to exceed One Hundred Thirty-Five Thousand (\$135,000.00) for fiscal year 2024. 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 shall represent is 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.

**5. SUSPENSION AND DISBARMENT:** The County may not pay any vendor who is suspended or disbarred from receiving federal funds. Contractor attests by virtue of executing this Public Contract for Services 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 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 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 January 1, 2024 and terminate at 12:00 a.m. on December 31, 2024. 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. Invoices shall be submitted in accordance with the process and schedule outlined in Exhibit B. 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 a 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 INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

**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. The Contractor shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

**14. OWNERSHIP OF DOCUMENTS:** Documents, data compilations, and other client-based information prepared and maintained by the Contractor in connection with this Contract shall be the property of the County and shall be treated as confidential. Documents, data compilations, and other client-based information shall not be made available to any individual or entity without prior consent from the Authorized Representative. All client files and data may only be maintained on the County's network, or within the appropriate County and/or State computer applications; no client case documents may be retained in paper or digital form by the Contractor. 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 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:

Steven Dodrill  
Community Development  
100 Third Street,  
Castle Rock, Colorado 80104  
[sdodrill@douglas.co.us](mailto:sdodrill@douglas.co.us)  
Phone: (303)814-4317

with a copy to:

Douglas County Attorney's Office  
100 Third Street  
Castle Rock, Colorado 80104  
Phone: 303-660-7414

with a copy to:

Jennifer Eby, Assistant Director  
Community Development  
100 Third Street  
Castle Rock, Colorado 80104  
[jeby@douglas.co.us](mailto:jeby@douglas.co.us)  
Phone: 303-814-4355

and by the County to:

Amy McCandless, Executive Director  
[amccandless@thecrisiscenter.org](mailto:amccandless@thecrisiscenter.org)  
The Crisis Center  
PO Box 631302  
Littleton, CO 80163  
Telephone: (303) 678-2518

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. 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.

**22. 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.

**23. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor may include reference to this Contract in a broad description of the services provided. Outside of this broad description, the Contractor shall not include any detailed discussion of clients or cases served under this Contract in any advertising or public relations materials without first obtaining the written approval of the Douglas County 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 County Manager, and the Board of County Commissioners.

**24. 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:

- 1<sup>st</sup> This Contract, Sections 1 through 29
- 2<sup>nd</sup> Exhibit A - Scope of Services
- 3<sup>rd</sup> Exhibit B - Method of Payment
- 4<sup>th</sup> Exhibit C - Insurance Requirements

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

THE CRISIS CENTER

The Crisis Center

\_\_\_\_\_  
(Signature)  
Amy McCandless  
Executive Director

PO Box 631302  
Littleton, CO 80163

ATTEST:  
Signature of Notary Public Required on the following page:

STATE OF COLORADO \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by \_\_\_\_\_.

Witness my hand and official seal

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

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

**Exhibit A**  
**SCOPE OF SERVICES**

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

**I. USE OF FUNDS**

The Contractor shall use these funds to provide the following services on a fee for service basis. The rate to be paid per service is listed in Exhibit B:

- A. Emergency Shelter Operation
  - a. Food for those being provided shelter services
  - b. Daily essentials
  - c. Personal hygiene items
  - d. Transportation
- B. Out Client Therapy
  - a. Masters-level clinicians provide individual and group therapy for adults and children impacted by domestic violence.
  - b. Therapy Goals include:
    - 1) assisting clients in gaining an understanding of how the violence has impacted them;
    - 2) healing from trauma; and
    - 3) working towards safety planning and greater well-being.
  - c. Besides standard talk therapy, Contractor will utilize a wide array of trauma- based modalities that aid in the overall healing of clients, which includes:
    - 1) Eye Movement Desensitization and Reprocessing (EMDR)
    - 2) Child Play Therapy
    - 3) Group Therapy
- C. Out-Client Community based advocacy
  - a. Community-based advocates assist clients with protecting themselves and their children from further violence by utilizing the community resources that clients report needing
  - b. Advocates assist in:
    - 1) developing safety plans
    - 2) provide case management
    - 3) support and advocacy
  - c. Client outcomes include:
    - 1) maintaining a safe living environment
    - 2) completion of the client's goals
    - 3) decrease in physical violence and depression
    - 4) easier access to community resources
    - 5) greater independence and remaining violence free
- D. Legal Advocacy
  - a. Advocates assist and provide information pertaining to the civil legal process
  - b. Legal Advocacy may include:
    - 1) assistance with protection orders
    - 2) child custody issues
    - 3) legal separation
    - 4) immigration

- 5) support at hearings
- 6) referrals to legal counsel and other resources as needed

Federal rules prohibit entities from supplanting or replacing state or local funds with federal funds. In no event can the Contractor receive payment from another source or another contract, e.g., to cover a specific direct client service, and then also use these funds to cover the same expense. The Contractor shall provide the County an annual report.

## **II. CREDENTIALING CRITERIA**

The Contractor shall ensure that all employees/subcontractors who provide services to clients under this contract meet the credentials/qualifications specific to Title 12, Article 245, C.R.S. The County has the right to approve the Contractor's employees/subcontractors who will be performing services under this contract prior to the commencement of the work and shall have the right to review the employee(s)/subcontractor(s)' employment files prior to granting approval. The Contractor must retain copies of employee credentialing qualifications and background checks in personnel files and make such records available to the County Representative upon request.

The Contractor shall obtain reference and background checks, including fingerprint-based police (CBI and/or FBI) checks (if required by statute or regulation or if there will be unsupervised contact with children), checks of Department records, and Sexual Offender Registry checks and receive the results before assigning/hiring employee(s)/subcontractor(s) to perform under this contract.

## **III. EVALUATION OF SERVICES**

Upon request, The Crisis Center will provide general outreach and education to County employees, regarding domestic violence. The Contractor shall ensure that information essential to evaluation of this program is made available to the County, which will include the completion of an annual report and client survey data.

**Exhibit B**  
**METHOD OF PAYMENT**

Complete invoices will include the required deliverable(s) listed in below. Failure to submit invoices timely or without documentation of required deliverables may result in non-payment.

#	Service	Description	Deliverable(s)	Rate & Unit
1	Emergency Shelter	Emergency shelter operations expenditures including food, daily essentials, personal hygiene items, and transportation to resources and agency partners.	Each invoice should include documentation of the billable services for which the Contractor is seeking payment. At a minimum, this documentation shall include a monthly breakdown of, client status as a Douglas County resident, client numbers or unique IDs, family size, the number and type of service units provided.	\$185.00 per day * % DC Clients Served

2	Out-Client Therapy	Masters-level clinicians provide individual and group therapy for adults and children impacted by domestic violence, with the goals of assisting clients in gaining an understanding of how the violence has impacted them; healing from trauma; and working towards safety planning and greater well-being. Besides the standard talk therapy, Contractor will utilize a wide array of trauma-based modalities that aid in the overall healing of clients, including Eye Movement Desensitization and Reprocessing (EMDR), Child Play Therapy, and Group Therapy.	Each invoice should include documentation of the billable services for which the Contractor is seeking payment. At a minimum, this documentation shall include a monthly breakdown of, client status as a Douglas County resident, client numbers or unique IDs, family size, the number and type of service units provided.	\$40.00 per hour
3	Out-Client Community based advocacy	Community-based advocates assist clients with protecting themselves and their children from further violence by utilizing the community resources that clients report needing. Advocates assist in developing safety plans, provide case management, support and advocacy. Client outcomes include maintaining a safe living environment, completion of the client's goals, decrease in physical violence and	Each invoice should include documentation of the billable services for which the Contractor is seeking payment. At a minimum, this documentation shall include a monthly breakdown of, client status as a Douglas County resident, client numbers or unique IDs, family size, the number and type of service units provided.	\$35.00 per hour

#	Service	Description	Deliverable(s)	Rate & Unit
		depression, easier access to community resources, greater independence and remaining violence free.		
4	Legal Advocacy	Legal advocates provide information and assistance through the civil legal process. Advocates assist with protection orders, child custody issues, legal separation, assist with immigration issues, provide support at hearings, and offer attorney and other referrals as needed.	Each invoice should include documentation of the billable services for which the Contractor is seeking payment. At a minimum, this documentation shall include a monthly breakdown of, client status as a Douglas County resident, client numbers or unique IDs, family size, the number and type of service units provided.	\$35.00 per hour
5	Quarterly Report	Contractor will provide a quarterly report (in Microsoft Word), suitable for distribution. No client identifying information may be used.	Report must include: 1) Summary of services provided, 2) Number of clients served, How funds were used.	The report is due at the invoice dates listed in Exhibit B.
6	Board of County Commissioners Report	Contractor will provide a report (in Microsoft Word), cumulative of the Monthly Report and suitable for distribution to the Board of County Commissioners and potentially shared at a public Board Business Meeting. No client identifying information may be used. The report is due no later than January 31, 2025, and must include:  1) Summary of services provided, 2) Number of clients served, 3) How service delivery was approached 4) How funds were used Any additional qualitative goals, measures or information relevant to the services provided.	3) Contractor will provide a report (in Microsoft Word), suitable for distribution to the Board of County Commissioners and potentially shared at a public Board Business Meeting. No client identifying information may be used. The report is due no later than January 31, 2025	N/A

**Exhibit B**  
**(Continued)**

1. Rates outlined above constitute payment in full and Contractor will not be paid for any additional fees, amounts, or costs. Contractor will not be paid more than one time for the same service as outlined in 4. MAXIMUM CONTRACT EXPENDITURE.
2. Verbally discussed rates between Department staff and Contractor are not binding. Required deliverable(s) never provided will result in non-payment, reduction of future payment, or demand for reimbursement.
3. Contractor will not charge any fees or co-pays for services to clients or use any part of payment made under this Contract as a co-pay or partial payment to any third-party.
4. Invoices submitted must reflect actual services provided and cannot include estimates or requests for pre-payment. Each invoice should include documentation of the billable services for which the Contractor is seeking payment. At a minimum, this documentation shall include a monthly breakdown of, client status as a Douglas County resident, client numbers or unique IDs, family size, the number and type of service units provided, the number of shelter nights provided, and the number of hotel nights provided.
5. Reimbursement shall not exceed \$135,000. The Contractor shall bill quarterly for services rendered.

The billing period and invoice submittal timeline is the following:

<b>Billing Period</b>	<b>Invoice Date</b>
01/01/24 - 09/30/24	October 31, 2024
10/01/24 – 12/31/24	January 15, 2025

Timely submission of invoices, along with an annual report and documentation to support evidence of services provided, is necessary to receive payment. Failure to comply with the timeframes listed above may constitute breach of this Contract. Invoices should be sent to the following address:

6. Invoices and back-up documentation may only be sent via secure email to Steven Dodrill ([sdodrill@douglas.co.us](mailto:sdodrill@douglas.co.us)), with Jennifer Eby ([jeby@douglas.co.us](mailto:jeby@douglas.co.us)) copied.

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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](mailto:risk@douglas.co.us)

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

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

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

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



**APPROVED AS TO LEGAL CONTENT:**

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Christopher Pratt    DATE

Managing County Attorney

**APPROVED AS TO INSURANCE REQUIREMENTS:**

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Megan Datwyler    DATE

Risk Manager