

Scope of Service Agreement Staff Report

Date: January 13, 2026

To: Douglas County Board of County Commissioners

Through: Douglas J. DeBord, County Manager

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

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

Subject: **Amendment to the 2025 Scope of Services Agreement with Tessa for domestic violence safehouse operation in the amount of \$654,500.**

Board of County Commissioners' Business Meeting

January 27, 2026 @ 1:30 p.m.

I. EXECUTIVE SUMMARY

In March of 2025, Douglas County contracted with Tessa to operate a Domestic Violence (DV) safehouse in Douglas County. An Amendment to the Scope of Services Agreement (SOSA) has been prepared for approval by the Board of County Commissioners (BCC) to increase the total amount to \$654,500 and extend the term through December 31, 2026.

II. REQUEST

Staff requests approval of the Amendment to the 2025 SOSA between the Board of County Commissioners and Tessa for operation of the DV safehouse in the amount of \$654,500 through December 31, 2026.

III. BACKGROUND

In March 2025, the BCC approved TESSA as the operator of the Douglas County DV safehouse and approved a SOSA in the amount of \$350,000 for the 2025 calendar year. Tessa provides a structured stay of up to seven weeks and trauma-informed transitional services for those staying at the DV safehouse. Tessa provided shelter and support to 15 families and has assisted an additional 4 families with various services in 2025.

IV. DISCUSSION

An amendment to the 2025 SOSA for DV safehouse operations has been prepared to extend funding through the 2026 calendar year. The amendment increases the maximum contract liability to \$654,500 for DV safehouse operations and the provision of required supportive services.

Under this agreement, Tessa will continue to operate a trauma-informed DV safehouse program and a 24/7 hotline to support survivors of domestic violence, sexual assault, stalking, and human trafficking. The DV safehouse will provide shelter for individuals and families in imminent danger, offering up to 35 beds. Through a structured, collaborative approach, residents will have access to supportive services that promote safety, stability, and long-term self-reliance. Tessa will help

survivors secure permanent housing through navigation services and connect them with community resources.

Funding for this contract will be supported through a combination of designated American Rescue Plan Act (ARPA) accrued interest, County general funds, and Child Welfare funds.

Funding Source	Amount
ARPA	\$ 359,500.00
General Funds 2025	\$ 135,000.00
General Funds 2026	\$ 135,000.00
Child Welfare	\$ 25,000.00
Total	\$ 654,500.00

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

V. RECOMMENDED ACTION

The County Attorney’s Office has reviewed the Amendment, and it complies with all state requirements and the County’s procedural guidelines. Staff recommends approval of the Amendment to the 2025 Scope of Services Agreement made between the Board of County Commissioners and Tessa for operation of the DV safehouse in the amount of \$654,500 through December 31, 2026.

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**AMENDMENT TO THE 2025 SCOPE OF SERVICES AGREEMENT MADE BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS
AND TESSA.**

THIS AMENDMENT is entered into as of _____ day of _____, 2025 (“Effective Date”), by and between the Board of County Commissioners of the County of Douglas, State of Colorado (“County”) and Tessa (“Contractor”), each acting by and through its duly authorized officers. The County and the Contractor shall be referred to herein, individually, as a "Party" and, collectively, as the "Parties."

WHEREAS, the County and the Contractor entered into a certain Scope of Services Agreement (SOSA) (Contract ID 1AB12464-8099-4A1B-BABD-DF9691D44C65) dated March 28, 2025 (“Contract”);

WHEREAS, the County and the Contractor originally agreed to a Maximum Contract Liability for services in the amount of THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000.00) for calendar year 2025; and

WHEREAS, the County and the Contractor desire to amend the Contract by extending the term of the SOSA to commence on January 1, 2026, and to terminate at 11:59 p.m. on December 31, 2026, and to increase the maximum contract liability to an amount not to exceed SIX HUNDRED AND FIFTY-FOUR THOUSAND, FIVE HUNDRED (\$654,500.00) for the duration of this extended term; and

WHEREAS, the County and the Contractor mutually desire to amend the Contract to authorize and incorporate the following staffing positions for the operation of the Safehouse: Safehouse Manager, Safehouse Case Manager, Overnight Safehouse Advocates, Mental Health Professional, Hospital Advocate, and Court Advocate and to allow for the billing of up to 50% of time for a Safehouse Program Director; and

WHEREAS, the County and the Contractor mutually desire to amend the Contract to provide increased flexibility for program operating expenses by removing the parenthetical text ‘(Groceries and janitorial)’ from the line item titled ‘Safehouse Supplies’; and

WHEREAS, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. **“Exhibit A, SCOPE OF SERVICES AGREEMENT, Item 4 “Term,”** is hereby amended to include January 1, 2026 and terminating 11:59p.m. on December 31, 2026.”
2. **“Exhibit A, SCOPE OF SERVICES AGREEMENT, Item 3 “Maximum Contract Liability,”** is hereby amended to provide up to SIX HUNDRED AND FIFTY-

FOUR THOUSAND, FIVE HUNDRED (\$654,500.00) in funds for the extended Term defined in this amendment.”

3. “**Exhibit 1**, SCOPE OF SERVICES AGREEMENT, Section I (“Operational Requirements”), Subsection 1 (“Staffing”), Item a., is hereby amended to include the following positions, with no specified staffing quantities: Safehouse Manager, Safehouse Case Manager, Overnight Safehouse Advocates, Mental Health Professional, Hospital Advocate, and Court Advocate.”
4. “**Exhibit 2**, METHOD OF PAYMENT, Item 2(b), is hereby amended to authorize reimbursement for services provided by a Safehouse Program Director, for up to fifty percent (50%) of the Director’s time, in support of the Douglas County Safehouse.”
5. “**Exhibit 2**, METHOD OF PAYMENT, Item 2(e), is hereby amended by removing the parenthetical text ‘(Groceries and janitorial)’ from line item (iii) titled ‘Safehouse Supplies.’”
6. The remainder of the Contract shall remain in full force and effect.

(Remainder of page intentionally left blank; signature pages follow.)

In witness whereof, the Parties have caused this 1st Amendment to be executed by their duly authorized officers on the dates set forth below. This Amendment is effective upon final execution by both Parties.

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

By: _____
Chair

ATTEST:

Deputy Clerk

APPROVED AS TO CONTENT:

Doug DeBord
DATE

County Manager

APPROVED:

Jennifer Eby
Director of Community Services

DATE

APPROVED AS TO FISCAL CONTENT:

Christie Guthrie

DATE

Director of Finance

APPROVED AS TO LEGAL CONTENT:

Andrew Steers

DATE

County Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:

Megan Datwyler

DATE

Risk Manager

Contractor

Printed Name _____

Date: _____

_____ by _____.

Witness my hand and official seal

Notary Public

EXHIBIT A

SCOPE OF SERVICES AGREEMENT 2025

TESSA

THIS SCOPE OF SERVICES AGREEMENT (“SOSA”) is made and entered into this 25th day of March 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **TESSA**, authorized to do business in Colorado (the “Contractor”). The County and Contractor are sometimes collectively referred to herein as the “Parties”.

WHEREAS, the County has an active Master Services Agreement, (the “MSA”) with the Contractor to perform services for the County governed and executed through Scope of Services Agreements (SOSA); and

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

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

WHEREAS, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in this SOSA.

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

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

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

The Contractor will make reasonable efforts to review requirements to become a Medicaid provider and invoice all Medicaid services accordingly should they become a Medicaid provider. The Contractor will reimburse the Department for any funds paid by the Department for a service previously or subsequently paid for by Medicaid.

In the event that third-party payment is available for any service described in Exhibit 1 and the Contractor agrees to accept that payment, said compensation is payment in full. The Contractor will not subsequently invoice the County for any shortfall in third-party payments. Examples of third-party payors include Medicaid or Children's Health Plan from any state, private health insurance, victim's compensation, trust fund or disability trust, or settlement. Amounts paid by third-parties do not count against the Maximum Contract Expenditure.

In select circumstances if the Contractor accepts private insurance for a service described in Exhibit 1 and as mutually agreed upon between the Contractor and the County, should a client co-pay or deductible be due to the Contractor, the County will pay the client's co-pay and/or deductible. Such payments do count against the Maximum Contract Expenditure. Prior to this being considered, the Contractor agrees to verify allowable covered benefits, co-pays, and/or deductibles. The County will provide written approval should this circumstance be approved.

4. **TERM:** It is mutually agreed by the parties that the term of this SOSA shall commence as of 12:01 a.m. on January 1, 2025 and terminate at 11:59 p.m. on December 31, 2025. This SOSA and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.
5. **BADGE ACCESS TO COUNTY FACILITIES:** This contract requires access to multiple facilities within Douglas County, including law enforcement and judicial buildings that may contain Criminal Justice Information (CJI) material. As such, Douglas County will perform prescreening background checks of Contractor and associated personnel. In addition, Contractor and associated personnel must pass state and federal fingerprint and background checks prior to the start of work and access to any Douglas County facility. To complete the fingerprinting and background checks, Contractor and associated personnel must set up vendor accounts with the Colorado Bureau of Investigations (CBI): [CBI Vendor Account Link](#). Depending on access requirements, the Contractor and associated personnel may be required to sign an additional CJIS security addendum.
6. The Contractor shall supply a complete list of associated personnel to Douglas County with at least two potential alternative workers who will be responsible for performing services under this contract. Only these individuals will be allowed on Douglas County premises to perform services once confirmed to have passed background checks and CJIS Training.
7. **COUNTY EXECUTION OF AGREEMENT:** This SOSA is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

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

TESSA

DocuSigned by:
BY: Anne Markley
Anne Markley, Chief Executive Officer

DATE: 3/13/2025

ATTEST: (if a corporation)

BY: _____
(Print name and title)

SIGNATURE: _____

DATE: _____

EXHIBIT 1

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

Program Summary

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

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

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

A. General Provisions

1. The Contractor will comply with all applicable federal and state laws including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; and the regulations of the U.S. Department of Health and Human Services issued pursuant to the above statutes at Title 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, and Title 28 CFR Part 35.
2. The Contractor will comply with all mandatory child abuse and neglect reporting laws and policies outlined in §§ 19-3-307 and 19-3-304, C.R.S.
3. The Contractor's staff will attend periodic meetings or calls to discuss overall service delivery, utilization, and specific case issues as requested. The Contractor as listed under the term Notices in paragraph 17 of this Contract, and/or senior member(s) of Contractor's organization, will attend meetings as requested by the Department to review contract performance or related issues should they arise.
4. If subpoenaed, the Contractor will accept service of the subpoena via e-mail and will sign and return a Waiver of Service regarding the subpoena. The Contractor will provide the Department a curriculum vitae for any person subpoenaed within two (2) business days of receipt of the subpoena.
5. The Contractor's internal policies do not supersede or replace any terms contained within this Contract.

B. Staff Background Checks

1. Various required checks are outlined in this section. The Department reserves the right to review all background checks at any time. The costs of the background checks are not reimbursable under this Contract. The Contractor accepts the disqualifying offenses as listed in 12 CCR 2509-8 and Colorado Department of Human Services Volume VII, 7.701.33, D. 7. The Contractor will notify the Department within two (2) business days of any staff charged with a disqualifying crime.
2. The Contractor will complete Colorado Bureau of Investigations (CBI) and Federal Bureau of Investigations (FBI) background checks as follows:
 - a. The Contractor shall ensure all employees, subcontractors, interns, mentors and volunteers who may have client contact or provide services under this Contract have submitted to and passed a fingerprint-based CBI and FBI criminal background check prior to commencing provision of services under this Contract.
 - b. Any items listed in the results of the background checks must be communicated by the Contractor to the Authorized Representative (or their designee) and cleared prior to allowing the subject of the background check to have contact with clients.
 - c. Confirmation of results or clearance letters of these criminal background checks must be kept by the Contractor in a secure location as directed by CBI and FBI guidance. Results must be made available for review by the Department upon request and maintained for three (3) calendar years after the date of the Contractor's final payment from the County under this Contract.
 - d. Contractors eligible for automatic CBI and FBI updates, i.e., with five (5) or more employees, will timely review updates and inform the Department of any changes. Contractors that are not eligible for or are not receiving automatic CBI and FBI updates for any reason will ensure that every five (5) years an updated fingerprint-based CBI and FBI criminal background check will be run on each employee, subcontractor, intern, mentor and volunteer, and kept in their secure file for review by the Department.
 - e. If these conditions cannot be met, the Contractor will immediately notify the County's Authorized Representative.
3. The Contractor will complete Colorado Department of Early Childhood (CDEC) background checks as follows:
 - a. The Contractor shall also conduct a Child Abuse and Neglect background check through the Colorado Department of Early Childhood (CDEC), Background Investigations Unit (BIU) on all employees, subcontractors, interns, mentors and volunteers prior to them providing services to Department clients under this Contract.
 - b. The Contractor shall notify the Authorized Representative (or their designee) of any employee, subcontractor, or volunteer who has findings of child abuse or neglect; the Authorized Representative will provide a decision on whether the Department will allow that individual to provide services under this Contract.
 - c. The Contractor must retain copies of all background check results in the employee, subcontractor, intern, mentor or volunteer secured files; copies must be available for review upon the Department's request and be maintained for three (3) calendar years after the date of the Contractor's final payment from the County under this Contract.

- d. The Contractor will ensure that every five (5) years an updated Child Abuse and Neglect background check will be run on each employee, subcontractor, intern, mentor and volunteer.
4. When applicable, Contractor shall retain copies of employee credentialing qualifications from Colorado Department of Regulatory Affairs (DORA) in personnel files and make such records available to the County Representative upon request. The Contractor shall immediately notify the County of any suspension or revocation by DORA of an employee or subcontractor.
5. The Contractor will complete a Sexual Offender Registry check and receive, at minimum, preliminary results before assigning and/or hiring employees, subcontractors, interns, mentors or volunteers to perform under this Contract.
6. The Contractor will ensure staff are appropriately credentialed. This includes: 1) required training, certifications and licenses; 2) insurance; and 3) background checks as required by law and specified in this Contract, to render these services.

C. Staff Assignments and Performance

1. The Department has the right to approve or disapprove the Contractor's employees, subcontractors, interns, mentors or volunteers performing services under this Contract prior to the commencement of the work and shall have the right to review the employment files prior to granting approval. The Contractor will ensure said staff are familiar with the term Conflict of Interest in paragraph 7 of the Master Service Agreement (MSA) prior to commencing work under this Contract.
2. If the Department becomes dissatisfied with the Contractor's performance (inclusive of employees, subcontractors, interns, mentors or volunteers), the Department will notify the Contractor. Disciplinary measures, if any, will be the sole responsibility of the Contractor. However, if the concerns are not resolved to the Department's satisfaction, the Contractor's staff will not be allowed to provide services under this Contract.
3. The Contractor and its employees, subcontractors, interns, mentors or volunteers shall remain in good standing with the appropriate licensing authority(ies) if applicable to performance of service provided. Temporary suspension, permanent loss, or any change of a license status that renders the person ineligible to provide service at any time during this Contract is considered a Breach of Contract, and payment will not be rendered for any services performed when required licensure was not in effect and good standing and may result in Contract termination.

D. Emergency Shelter Services:

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

E. Supportive Stay Structure:

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

G. Support Services

1. Case Management

a. Risk and Needs Assessment

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

b. Case Plans

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

2. Supportive Stay Structure

a. Legal Services and Advocacy:

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

b. Therapeutic and Counseling Services:

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

c. Children's Programming:

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

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

H. Transitional Services

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

I. Operational Requirements

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

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

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

During the course of this Contract, the Department will:

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

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Exhibit 2
METHOD OF PAYMENT

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

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

- c. Taxes and benefits
 - d. Staff mileage at IRS business use mileage rate for corresponding year
 - e. Program operating expense for the Safehouse which may include:
 - i. Phone/Internet
 - ii. Computer Program licenses and subscriptions
 - iii. Safehouse Supplies (Groceries and janitorial)
 - iv. Household and janitorial supplies
 - f. Administrative expenses at a rate of 15% of the total costs incurred under this agreement.
3. Payments under this Agreement shall not exceed the amount in **3. MAXIMUM CONTRACT EXPENDITURE.**
4. Contractor will not charge any fees or co-pays for services to clients or use any part of payment made under this Contract as a co-pay or partial payment to any third-party.
5. In the event that any costs are shared by multiple clients, or a cost is shared across two or more contracts with Douglas County, the Contractor must prorate the expense(s). The Department will only reimburse the portion of the expense incurred for the execution of this Contract.
6. If the Contractor elects to simultaneously use any of the same staff members on this Contract and another contract with the Department, the Contractor must provide documentation that clearly identifies that the Contractor is not receiving more reimbursement for that expense than the appropriate share for each contract.
7. Invoices must be submitted by the 15th of each month after the month in which service(s) were rendered, except June 2025 is due July 7, 2025. Invoices cannot be requests for pre-payment. Contractor will post invoices to the County's OneDrive folder.
8. The Department does not receive federal or state reimbursement for delinquent claims. **Contractors are encouraged to reconcile their accounts every sixty (60) days** to ensure all services have been invoiced and paid. **Delinquent invoices are subject to non-payment.**

9. Invoices and back-up documentation may only be sent via:
- secure email to HSAccounting@douglas.co.us,
 - posted to the Department's OneDrive contractor folder, or
 - mailed to:

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

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

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

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

Table 1.

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

(Remainder of Page Intentionally Blank)

EXHIBIT B INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.


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

Signed by:

By: _____
Abe Laydon, Chair


Douglas County Commissioners

ATTEST:

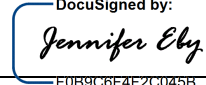
DocuSigned by:

By: _____
Hayley Hall

Clerk to the Board

APPROVED AS TO CONTENT:

Signed by:

By: _____
Doug DeBord
County Manager

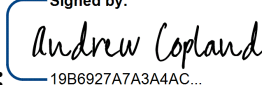
APPROVED AS TO CONTENT:

DocuSigned by:

By: _____
Jennifer Eby
Assistant Director of Community Services

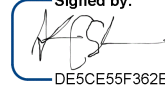
DATE: 3/28/2025

DATE: 3/13/2025

APPROVED AS TO FISCAL CONTENT:

Signed by:

By: _____
Andrew Copland
Director of Finance

APPROVED AS TO LEGAL FORM:

Signed by:

By: _____
Andrew C. Steers
Senior Assistant County Attorney

DATE: 3/28/2025

DATE: 3/13/2025

APPROVED AS TO INSURANCE REQUIREMENTS:

Signed by:

By: _____
Megan Datwyler
Risk Manager

DATE: 3/28/2025