



**AGENDA ITEM:** 1 .

**MEETING DATE:** January 24, 2012

**STAFF PERSON RESPONSIBLE:** Barbara J. Drake, Director of Human Services

**DESCRIPTION:** Request to approve the 2012 TANF funded Contract for Services with Colorado Boys Ranch.

**SUMMARY:** The Department of Human services is responsible for providing placement prevention services to families that are involved with the Child Welfare Division. The goal for these services is to assist families in maintaining safe and stable family environments. The Department receives some funding for placement prevention services, but may elect to use other available funding if the needed. The Department also receives an allocation for Colorado Works/Temporary Aid for Needy Families (TANF) and may use this funding, when available, to pay for services for TANF eligible families receiving placement prevention services.

Colorado Boys Ranch was selected through a competitive solicitation process (Request for Application No. 030-11) in May, 2011, and the Department subsequently entered into a contract with the services paid for with placement prevention funds. At this time, the Department would like to enter into a second contract for the same types of services, however funding for this contract would be from the TANF allocation. This contract (\$50,000) has been allocated in the Human Services Budget for 2012. This contract does not void or supersede the original placement prevention contract, but will allow us to service families with additional funding.

**BOARD ACTION RECOMMENDED:** Approval of the 2012 Contract for Services for Colorado Boys Ranch.

**REVIEWED FOR FISCAL CONTENT:** Andrew Copland, Finance Director

**REVIEWED BY THE**

**COUNTY ATTORNEY:** Lance Ingalls, County Attorney

**REVIEWED BY THE  
COUNTY MANAGER:** Douglas J. DeBord, County Manager

## PUBLIC CONTRACT FOR SERVICES

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and Colorado Boys Ranch Foundation dba CBR Youth Connect, a Corporation authorized to do business in Colorado (the “Consultant”).

### RECITALS

**WHEREAS**, the County is undertaking certain activities to provide services within the Child Welfare Division of its Human Services Agency, in accordance with Colorado State laws and mandates; and

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

**WHEREAS**, the Consultant 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:** Barbara J. Drake, (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Agreement.

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

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 Consultant's compensation, which are mutually agreed upon between the County and Consultant, shall be in writing and shall become part of this Agreement upon execution.

The Consultant 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 Consultant 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 Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.

**3. COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Agreement, the County agrees to pay to the Consultant, and the Consultant 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 Agreement notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is Fifty Thousand Dollars (\$50,000.00). In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

**5. TERM:** It is mutually agreed by the parties that the term of this Agreement shall commence as of 12:01 a.m. on January 1, 2012, and terminate at 12:00 a.m. on July 1, 2012. This Agreement 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 Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.

**7. CONFLICT OF INTEREST:** The Consultant 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 Consultant 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 Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of County.

**8. INDEMNIFICATION:** The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever for any purpose whatsoever. The Consultant 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 this Agreement; provided, however, that the Consultant 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.

**9. INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this

Agreement, all personnel assigned by the Consultant to perform work under this Agreement shall be and remain at all times, employees of the Consultant 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.

**10. ILLEGAL ALIENS:** If Consultant has any employees or subcontractors, the Consultant shall comply with §8-17.5-101, *et seq.* C.R.S., regarding Illegal Aliens - Public Contracts for Services, and this Agreement. By execution of this Agreement, the Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.

A. Consultant shall not:

- (i) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
- (ii) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

B. The Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Agreement through participation in either the E-Verify Program or Department Program.

C. The Consultant shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.

D. If the Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

- (i) Notify the subcontractor and the County within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- (ii) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. The Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.

F. If the Consultant violates this provision of this Agreement, the County may terminate the Agreement for a breach of contract. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the County as required by law.

G. The County will notify the Office of the Secretary of State if the Consultant violates this provision of this Agreement and the County terminates the Agreement for such breach.

**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 Agreement, 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 Consultant 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 Consultant to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Agreement and all rights of the Consultant hereunder.

**13. COUNTY REVIEW OF RECORDS:** The Consultant agrees that, upon request of the Authorized Representative, at any time during the term of this Agreement, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Agreement for the purpose of making an audit, examination or excerpts. The Consultant shall maintain such records until the expiration of three (3) years following the end of the term of this Agreement.

**14. OWNERSHIP OF DOCUMENTS:** Drawings, specifications, guidelines and any other documents prepared by the Consultant in connection with this Agreement shall be the property of the County.

**15. ASSIGNMENT OF COPYRIGHTS:** The Consultant assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Agreement, 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 Consultant 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 Agreement, with or without cause, by giving written notice to the Consultant 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 Consultant pursuant to this Agreement shall become the County's property. The Consultant shall be entitled to receive compensation in accordance with this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Consultant.

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

by the Consultant to: Douglas County Government  
Department of Human Services  
Attn: Barbara J. Drake  
4400 Castleton Court, #107  
Castle Rock, Colorado 80104  
Phone: (303) 688-4825  
Fax: (303) 688-5894

with a copy to: Douglas County Attorney's Office  
100 Third Street  
Castle Rock, CO 80104  
(303) 660-74141

and by the County to: CBR Youth Connect  
Attn: Charles M. Thompson  
1767 Denver West Blvd., Suite A  
Golden, Colorado 80401  
Phone: (719) 469-3169  
Fax: (303) 384-0020

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.

**18. NONDISCRIMINATION:** In connection with the performance of work under this Agreement, the Consultant 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 Agreement 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 Consultant 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 of the work performed under this Agreement by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant 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 Agreement.

**21. SEVERABILITY:** In the event any of the provisions of this Agreement 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 Agreement 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 Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

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

- 1<sup>st</sup> This Agreement, Sections 1 through 28
- 2<sup>nd</sup> Request for Application (if applicable)
- 3<sup>rd</sup> Exhibit C- Insurance Requirements
- 4<sup>th</sup> Exhibit A- Scope of Services
- 5<sup>th</sup> Exhibit B- Method of Payment
- 6<sup>th</sup> Response to Request for Application (if applicable)

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

**26. INSURANCE:** The Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Consultant 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 Consultant's insurance coverage during the term of this Agreement.

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

**28. COUNTY EXECUTION OF AGREEMENT:** This Agreement 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 Consultant have executed this Agreement as of the above date.

**CBR Youth Connect**

**BY:** \_\_\_\_\_

**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:** \_\_\_\_\_  
**Douglas J. DeBord, County Manager**

**DATE:** \_\_\_\_\_

**APPROVED AS TO FISCAL CONTENT:**

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
**Andrew Copland**  
**Director of Finance**

\_\_\_\_\_  
**Michelle Whisler**  
**Senior Assistant County Attorney**

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## **Exhibit A SCOPE OF SERVICES**

Contractors agrees to provide services requested by the Department in the “Referral for Service” (sample attached) for the person, services(s), unit(s), and rate(s) as identified herein. Services provided outside of this scope of service may be deemed gratuitous and are subject to non-payment at the Department’s discretion. All services must be performed in accordance with the Vision, Mission, and Guiding Principles.

### **1. Temporary Assistance for Needy Families (TANF) Eligibility**

These services are provided to individuals who meet at least one of the TANF criteria:

1. Provide assistance to needy families so that children can be cared for in their own homes or in the homes of relatives,
2. End the dependence of needy parents on government benefits by promoting job preparation, work and marriage,
3. Prevent and reduce the incidence of out-of-wedlock pregnancies, and
4. Encourage the formation and maintenance of two-parent families.

In addition to the above, the family’s gross annual income cannot exceed \$75,000.

The Department will determine TANF eligibility before the “Referral for Service” is sent to Contractor. When the Contractor is sent the “Referral for Service”, the form will identify if the service should be invoiced to this contract. Specifically, the designation will be in the upper right hand corner and will say “TANF contracted services - please invoice separately from the Core Contract”.

### **2. Services**

#### **A. Home Based**

(i) Definition - Home Based services are short-term, family-centered, in-home or community, therapeutic services for high-risk families used for the purpose of preventing out-of-home placement, maintaining the child(ren) in the home or to prepare a family for reunification. This service is intended to primarily stabilize family functioning and address safety risks to children. In addition, this service may teach families to work with community agencies, assist in the development and enhancement of parenting skills, stress reduction, problem solving, and communication skills. Services should be flexible and individualized to each family in alignment with the Department’s Family Services Plan. This in-home service may include intervention with the identified individual, individual family members or the entire family and may include 24-hour crisis response.

(ii) Frequency/Duration - Services usually occur at least once a week or more; Provider may provide up to 15 hours of direct service per month as determined and authorized by the Human Services Caseworker.

(iii) Provider Credentials - Providers must have, at minimum, a Bachelor’s degree in one of the Human Services fields with two years of direct client experience in a human

services field. A Masters degree in one of the Human Services fields may substitute for one year of required experience.

#### **B. Supervised Visitation**

(i) Definition - Supervised Visitation provides a safe, child-friendly environment that allows parents to engage in monitored contact with their child(ren). Supervised Visitation services are used primarily when children are placed out-of-home as a result of child abuse or neglect and are unable to return to their home. Upon entry into the Supervised Visitation service, an assessment will be conducted to ascertain parenting abilities, strengths, needs and potential risks. Results of the assessment are used by visitation workers to guide the level of monitoring, support and education that will be provided to parents during visitation sessions. Visitation workers ensure child safety and confidentiality by assisting the transition from foster home parent or physical care-taker into the visitation and, at the end of visitation, back to physical care-taker. During visitation sessions, workers maintain the safety of the child while educating, mentoring and training parents to encourage bonding and healthy parenting. Visitation workers also provide role modeling to foster healthy parent-child interactions. As a result, clients are able to make positive changes in the quality of each parenting interactions with their child(ren).

(ii) Frequency/Duration - The average length of Supervised Visitation services is 2-3 months. Services continuing longer than 3 months are subject to supervisor or division manager approval.

(iii) Provider Credentials - Minimum qualifications for Supervised Visitation services worker is a Bachelor's degree in one of the Human Services fields with two (2) years of direct experience in human services field. A Masters degree in one of the Human Services fields may substitute for one year of required experience.

### **3. Referral for Services**

A. The services and rates that will be paid are noted in Exhibit B of this Agreement unless specifically noted otherwise as an approved exception on the "Referral for Service" and authorized through the County Representative or designee.

B. The services will be provided at the location(s) noted on the "Referral for Service".

C. The Department's approved "Referral for Service" must be received by the provider prior to the commencement of services.

D. The "Referral for Service" will include identifying information such as the name and address of the family, social history, medical and educational information, as appropriate.

### **4. Responsibilities**

A. The Department shall:

(i) Determine the eligibility of each person referred for services as appropriate.

(ii) Provide information regarding rights and fair hearings.

(iii) Monitor the provision of contracted services.

B. The Contractor shall:

(i) Bill only for services authorized, amount of services authorized and actually provided per the “Referral for Service”.

(iii) Hold the necessary license(s) which permit the performance of purchased service, and/or meet applicable Colorado Department of Human Services Qualification requirements, comply with the requirements of the Civil Rights Act of 1994 and Section 504, and the Rehabilitation Act of 1973.

(iv) Comply with all mandatory child abuse and neglect reporting laws and policies (C.R.S § 19-9-103).

(v) Safeguard information and confidentiality of the child and the child’s family in accordance with the Colorado Revised Statute and rules of the Colorado Department of Human Services and Douglas County Department, in accordance with Guiding Principles (Appendix A),

(vi) Provide the Department with the following client reports for services:

a. **Service Plan** – Within thirty (30) days following the initial client contact by the provider, submission of a provider service plan for the child/child’s family with specific objectives and target dates. The provider service plan is subject to Department approval.

b. **Monthly Progress Reports** – Provide monthly reports from the time of enrollment/participation that include the number of client contact hours, types of services provided, progress and barriers in achieving provisions of the provider’s service plan.

c. **Missed Appointments/Significant Events** – Notice of missed appointments shall be provided to the County. Any events considered clinically significant, i.e., family deaths, discovery of new relevant mental health issues, missed urine analysis appointments or other events that could be considered pertinent to client welfare shall also be reported within 48 hours.

d. **Discharge Summary/Reports** – Discharge summary/reports are due to the Department within ten working days from the close of service. Discharge reports, at the conclusion of treatment, should render the provider’s opinion of the success of services for the client and any ongoing recommendations.

## 5. Credentialing Criteria

Contractor shall ensure that all employees/subcontractors who provide services to clients under this contract meet the credentials/qualifications specific to the County’s identified credentialing standards and C.R.S Title 12, Article 43 and in the Social Services Manual

Volume VII (12 CCR 2509-4). The County has the right to approve 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. 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.

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, at minimum, preliminary results before assigning/hiring employees/subcontractors to perform under this contract. In the event that the County becomes dissatisfied with Contractor's employee(s)/subcontractor(s), the County will notify Contractor of its concerns about the employee(s)/subcontractor(s). Disciplinary measures, if any, will be the sole responsibility of Contractor. However, if the concerns/issues cannot be resolved to the County's satisfaction, Contractor's employee(s)/subcontractor(s) may not be allowed to provide services under this contract.

## **VISION, MISSION AND GUIDING PRINCIPLES**

### **VISION**

A Safe and Independent Community Free of Family Violence

### **MISSION**

To Preserve and Strengthen Families, Assure Safety and Promote Independence and Self-sufficiency

### **GUIDING PRINCIPLES**

System of care must:

- ❖ be family centered and community oriented
- ❖ be culturally sensitive
- ❖ protect the rights of families
- ❖ allow smooth transitions between programs
- ❖ emphasize prevention and early intervention
- ❖ be effectively integrated and coordinated across systems
- ❖ promote self-sufficiency

Services must:

- ❖ be individualized for each family
- ❖ be strength-based and needs driven
- ❖ be culturally respectful
- ❖ be evaluated for outcomes continually
- ❖ be delivered by competent and diverse staff
- ❖ be accessible, accountable and comprehensive

Our commitment to you is:

- ❖ to listen and value your opinion
- ❖ to treat you with dignity, respect, courtesy and professionalism
- ❖ to build on your strengths
- ❖ to efficiently find the answers to your questions
- ❖ to consider any special accommodations you may need

To help us serve you better, please:

- ❖ treat staff with dignity, respect and courtesy
- ❖ tell staff about special accommodations you may need
- ❖ give staff complete and accurate information
- ❖ give feedback on how staff are doing

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

Provider reimbursements for Services are paid directly to contractors with state and Federal funding. The Department will render payment upon receiving such invoices from contractors. Services requested in this agreement will not be reimbursed when the expenditure may be reimbursed by some other source, e.g., Medicaid, Victim’s Compensation or private insurance. Additionally, the Contractor agrees to the following:

1. Contractor will not charge any fees or co-pays for services to clients.
2. Contractor will not charge the Department rates for services that are greater than rates charged to other persons in the same community.
3. Contractor will submit complete and accurate monthly billing statements timely and no later than **45 days** after the service delivery date (**failure to do so may result in non-payment**).
4. Contractor must submit case reports or other case-specific documents directly to the caseworker.

Rates outlined below constitute payment in full and the Contractor will not be paid for any additional fees, amounts, or costs. Invoices submitted must reflect actual services rendered and cannot be estimates or requests for prepayment. Monthly rates will be pro-rated to accurately reflect client’s begin and end dates in partial months.

Verbally discussed rates between staff of the Department and Contractor are not binding. Partial payment for services rendered without full completion of the assessment, to include a written report, will be provided at the Department’s discretion.

All bills and invoices for services rendered must be sent to:

Douglas County Human Services  
Attention: Accounting Department  
4400 Castleton Court  
Castle Rock, CO 80109

Questions with regard to this contract may be referred to Perry Boydston at (303) 688-4825 extension 5388.

Services requested on the “Referral for Services” will be paid as follows:

Category	Service	Rate	Unit
Home Based	Family	\$45.00	Day
Supervised Visitation	Family	\$56.00	Hour
Supervised Visitation	Family	\$36.00	Hour

**Exhibit C**  
**INSURANCE REQUIREMENTS**

Insurance.

1. The CONSULTANT agrees to procure and maintain with insurers with an A- or better rating as determined by Best's Key Rating Guide, at its own expense, the following policies of insurance:

(a) **Workers' Compensation Insurance & Employers Liability** to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with the following limits:

Workers' Compensation:	Statutory
Employers' Liability:	\$1,000,000

(b) **Commercial General Liability** insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) aggregate. This insurance will apply as primary insurance. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy will contain a severability of interests provision.

(c) **Commercial Automobile Liability** insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence with respect to each of Consultant's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy will contain a severability of interests provision.

(d) **Professional Liability Insurance** coverage in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00), and CONSULTANT shall maintain such coverage for at least two (2) years from the termination of this Agreement.

2. **Certificates of Insurance.** The required Commercial General Liability and Commercial Automobile Liability policies will name Douglas County, its officers and employees as additional insured. The required Workers' Compensation and Professional Liability Insurance policies will name Douglas County as a Certificate Holder. The certificate(s) of insurance will be provided to Douglas County by the CONSULTANT'S insurance agent or carrier as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect. The completed certificates of insurance and any notices, within 20 days of cancellation, termination, or material change will be sent to:

Sheryl D. Monroe  
Douglas County  
Risk Management  
100 Third Street  
Castle Rock, Colorado 80104

3. **Right to Review, Revise and Reject.** Douglas County reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally. Failure on the part of the CONSULTANT

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

4. **Failure to Procure or Maintain Insurance.** The CONSULTANT 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 CONSULTANT to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

5. **Deductibles and Coinsurance.** The CONSULTANT 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 CONSULTANT will indemnify Douglas County, in full, for any amounts related to the above.

6. **Governmental Immunity.** The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Douglas County, its officers, or its employees.

Approved by: \_\_\_\_\_  
Sheryl D. Monroe  
Risk Manager