

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the "Contract") is made and entered into this 13th day of July, 2020, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County") and STRIDE Community Health Center, a 501 (c) (3) non-profit Federally Qualified Health Center authorized to provide services in Colorado ("STRIDE").

RECITALS

WHEREAS, On March 27, 2020, the United States Congress adopted the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (the "CARES Act"), which established a \$150 billion Coronavirus Relief Fund (the "Coronavirus Relief Fund"); and

WHEREAS, through the Coronavirus Relief Fund, the CARES Act provides for payments to State, Local, and Tribal governments navigating the impact of the COVID-19 outbreak; and

WHEREAS, Pursuant to the CARES Act, the Governor of the State of Colorado issued Executive Order D 2020 070 which provided that "Two hundred seventy million dollars (\$270,000,000.00) for FY 2019-2020 and FY 2020-2021 in the CARES Act Fund shall remain available for units of local government that did not receive a direct distribution of funds in the CARES Act for expenses to facilitate compliance with COVID-19 related public health measures." Executive Order D 2020 070 Directive II.A.10, and

WHEREAS, The State of Colorado designated the Department of Local Affairs ("DOLA") as the fiscal agent to administer the CARES Act reimbursement program following eligibility verification performed by DOLA for the expenses; and

WHEREAS, these funds must be used for necessary expenditures incurred due to the public health emergency with respect to the COVID-19 outbreak that were not accounted for in the budget most recently approved as of March 27, 2020, and were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the County desires to allocate a portion of its \$30.1 million allocation of Coronavirus Relief Funds to testing in order to effectuate the purpose and intent of the CARES Act and to assist the County in mitigating the impacts of the COVID-19 public health emergency; and

WHEREAS, the Douglas County Board of County Commissioners has determined that the services described herein are reasonably necessary to support safely reopening the economy and to prevent or contain community transmission of COVID-19; and

WHEREAS, the County desires to engage STRIDE to deliver COVID-19 testing to the citizens, businesses and employees of Douglas County and its municipalities 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:** Holly Carrell, (the "Authorized Representative"), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by STRIDE under this Contract.

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

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 STRIDE's compensation, which is mutually agreed upon between the County and STRIDE, shall be in writing and shall become part of this Contract upon execution.

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

3. **COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to STRIDE, and STRIDE 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 through a supplemental process for this Contract is not to exceed One Million One Hundred Thousand Dollars (\$1,100,000.00) for fiscal year 2020. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for STRIDE. 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. **TERM:** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on July 13, 2020 and terminate at 12:00 a.m. on December 30, 2020. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6. **INVOICING PROCEDURES:** Payments shall be made to STRIDE based upon invoices submitted by STRIDE, provided such invoices have been approved by the Authorized Representative. Payments will be made to STRIDE within thirty (30) days, or within a mutually agreed upon period after the County has received complete invoices from STRIDE. The County reserves the right to require such additional documentation, including monthly activity reports detailing STRIDE's activities and services rendered, as the County deems appropriate to support the payments to STRIDE. The signature of a STRIDE representative shall appear on all invoices certifying that the invoice has been examined and found to be correct.

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

8a. **INDEMNIFICATION-GENERAL:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of STRIDE or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, STRIDE 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 STRIDE needs not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the negligence of the County's commissioners, officials, officers, directors, agents and employees.

8b. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** STRIDE shall indemnify and hold harmless the County and any of its commissioners, officials, officers, directors, agents and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by the negligent acts, errors or omissions of STRIDE, its employees, agents or subcontractors, or others for whom STRIDE is legally liable, in the performance of professional services under this Contract. STRIDE is not obligated under this sub-section to indemnify the County for the negligent acts of the County or any of its commissioners, officials, officers, directors, agents and employees.

9. **INDEPENDENT CONTRACTOR:** STRIDE is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by STRIDE to perform work under this Contract shall be and remain at all times, employees of STRIDE 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 this contract relationship.

10. **ILLEGAL ALIENS:** If STRIDE has any employees or subcontractors, the STRIDE shall comply with §§ 8-17.5-101, *et seq.*, C.R.S., regarding Illegal Aliens - Public

Contracts for Services, and this Contract. By execution of this Contract, STRIDE certifies that they do not knowingly employ or contract with an illegal alien who will perform work under this Contract and that STRIDE 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 Contract.

A. STRIDE shall not:

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

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

C. STRIDE shall use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.

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

- (i) Notify the subcontractor and the County within three (3) days that STRIDE 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 STRIDE 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. STRIDE 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 STRIDE violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, STRIDE 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 STRIDE violates this provision of this Contract and the County terminates the Contract 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 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: STRIDE covenants and agrees that they will not assign or transfer their 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 STRIDE to assign or transfer their rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of STRIDE hereunder.

13. COUNTY REVIEW OF RECORDS: STRIDE agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, they 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 their records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. STRIDE shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.

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

15. ASSIGNMENT OF COPYRIGHTS: STRIDE 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. STRIDE waives their 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 STRIDE 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 STRIDE pursuant to this Contract shall become the County's property. STRIDE 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, STRIDE shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by STRIDE.

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 STRIDE to: Holly Carrell
County Administration
100 Third Street
Castle Rock, CO 80104
(303) 814-4344
Email: hcarrell@douglas.co.us

with a copy to: Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
(303) 660-7414

and by the County to: STRIDE Community Health Center
2255 S. Oneida Street
Denver, CO 80224
(303) 761-1977
Email: Ben.Weiderholt@stridechc.org

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via email, 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 Contract, STRIDE 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, State of Colorado. STRIDE 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 Contract by STRIDE shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. STRIDE 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 STRIDE, 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:** STRIDE shall not include any reference to this Contract or services performed pursuant to this Contract in any of STRIDE's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Deputy County Manager, and the Board of County Commissioners.

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

- 1st This Contract, Sections 1 through 29
- 2nd Request for Proposal (if applicable)
- 3rd Exhibit C- Insurance Requirements
- 4th Exhibit A- Scope of Services
- 5th Exhibit B- Method of Payment
- 6th Response to Request for Proposal (if applicable).

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

27. **INSURANCE:** The Contractor shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporation herein by reference. The contractors 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 Contractor's insurance coverage during the term of this Contract.

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

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.

Exhibit A
SCOPE OF SERVICES

It has been proposed and agreed that STRIDE Community Health Center will provide Douglas County with professional healthcare services in the delivery of diagnostic and antibody COVID-19 testing that addresses the needs of Douglas County and its municipalities, inasmuch as doing so in no way violates any provisions of this contract and/or applicable amendments that are fully executed.

STRIDE will provide the services described in the manner described below:

- STRIDE will conduct diagnostic and antibody COVID-19 testing as directed in Douglas County for four months from September 1, 2020 – December 30, 2020.
- One testing team will administer up to 150 tests per day using effective and approved methods at sites located in Douglas County. If demand exceeds this maximum, the County and STRIDE will evaluate the potential to add more staff members to increase testing. Furnishing of all supplies, equipment and staffing will be the responsibility of STRIDE.
- A Cepheid rapid testing Point of Care device will be procured and Douglas County samples will be prioritized for use.
- A strategic plan will be developed collaboratively between STRIDE and the County to identify locations conducive to accommodating community testing that will reach a wide variety of populations. A mobile testing unit may be deployed and/or an existing site may be used to administer testing services.
- High-risk and high-priority populations including, but not limited to: those in congregate care and residential living settings; elderly; those living with compromised immune systems, diseases and conditions; health care professionals; educators; first responders and essential workers will be provided with testing opportunities. This includes both symptomatic and asymptomatic individuals.
- STRIDE will work closely with the Colorado Department of Public Health and Environment and the Tri-County Health Department to operate using best practices and cooperate with contact tracing, investigations, etc. as appropriate when requested.
- STRIDE will leverage existing technology and applications to facilitate efficient pre-registration for testing and the delivery of test results.

Douglas County, in turn, agrees to provide the necessary project management, collaboration, communication, documentation, and coordination support to ensure the success of this effort; including scheduling of meetings, marketing, aiding in securing temporary facility use, recruiting volunteers for administrative and supportive roles (if needed), and the performance of other related activities required to ensure deliverable quality.

STRIDE CHC Budget
Douglas County COVID-19 Testing

Equipment	Unit price	Quantity	total
IPAD w/WiFi and cellular	\$1,350.00	10	\$13,500.00
Mobile Network System w/printer	\$4,175.00	1	\$4,175.00
Canopy 10X10	\$149.00	2	\$298.00
Canopy wall Wrap	\$69.99	2	\$139.98
Canopy 10X20	\$299.99	1	\$299.99
Cepheid Point of Care Rapid Processor	\$6,375.00	1	\$6,375.00
Equipment Sub total			\$24,787.97
Supplies			
Cepheid Tests	\$48.00	1600	\$76,800.00
Gowns	\$2.90	1000	\$2,900.00
Gloves 100 / bx	\$99.99	24	\$2,399.76
N95 Mask	\$5.36	166	\$889.76
Puritan Polyester Swabs 1000/cs	\$99.00	12	\$1,188.00
Transport tube 500/bx	\$70.00	16	\$1,120.00
Sodium Chloride 100 ct	\$13.75	108	\$1,485.00
Disinfect wipes	\$116.40	4	\$465.60
Hand sanitizer case	\$127.15	2	\$254.30
Wipes Germicidal 160/CN 12CN/CS	\$89.00	8	\$712.00
Lysol Spray	\$3.00	72	\$216.00
Mileage @ 25 miles per day	\$0.58	2000	\$1,160.00
Supply Sub total			\$89,590.42
Staffing Requirements			
Licensed Practical Nurse (temp service)	\$39,168.00	2	\$78,336.00
Medical Assistants (temp service)	\$26,496.00	12	\$317,952.00
Patients Accounts (temp service)	\$23,616.00	2	\$47,232.00
Information Technology Support	\$3,000.00	1	\$3,000.00
Staffing Sub total			\$446,520.00
Total direct Fees			\$560,898.39
Administration Fees			
Indirect charges 10%			\$56,089.84
Marketing			\$5,000.00
Admin Fees total			\$61,089.84
Visit Charges			
Nurse Visit Code 99211	\$40.00	10,260	\$410,400.00
Visit sub-total			\$410,400.00
Total			\$1,032,388.23

Exhibit B
METHOD OF PAYMENT

STRIDE agrees to provide the professional services meeting the criteria specified in Exhibit A; and shall bill the County only for time actually worked. The amount of this Agreement reflects an estimate of not more than the contract amount of \$1,100,000 of billed support for this project by STRIDE as agreed upon by Douglas County, based on the associated Scope of Work.

This Agreement includes the following assumptions:

- All time spent on Douglas County work shall be conscientiously tracked and accurately documented on submitted monthly invoices.
- Work hours are defined as remote effort that is directly related to County work assignments, including meetings, phone calls, sending/reading emails, and preparation of requested documentation and deliverables as described.

STRIDE shall provide invoices to the County via electronic and/or postal mail, to the attention of designated County Authorized Representative. Payment shall be made pursuant to Section 6 of this Agreement.

At no time shall the County be invoiced for items in Exhibit B in an amount that would exceed the amount specified in Section 4 of this Agreement, 'Maximum Contract Expenditure'. Such changes in scope would require either a new Agreement, or an amendment to this Agreement.

Exhibit C
INSURANCE REQUIREMENTS

STRIDE 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 STRIDE, Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if STRIDE or 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 STRIDE or CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

OTHER INSURANCE PROVISIONS:

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

Additional Insured Status. Douglas 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 STRIDE or 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 STRIDE or CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, STRIDE or CONTRACTOR's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by

Douglas County, its officers, officials, employees, or volunteers shall be excess and non-contributory to STRIDE or CONTRACTOR's insurance.

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

Waiver of Subrogation. STRIDE or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said STRIDE or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. STRIDE or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. STRIDE or 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. Douglas County may require STRIDE or 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 Douglas County. STRIDE or CONTRACTOR will indemnify Douglas 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 Douglas 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, STRIDE must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work.

Verification of Coverage. STRIDE or CONTRACTOR shall furnish Douglas 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 Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive STRIDE or CONTRACTOR's obligation to provide them. 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. Failure on the part of STRIDE or 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 Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 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. STRIDE shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and STRIDE or CONTRACTOR shall ensure Douglas 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 Douglas County may immediately terminate this contract.

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 Agreement, 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 Douglas County, its officers, or its employees

Special Risks or Circumstances

Douglas 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.

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

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