

## PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the "Contract") is made and entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between the BOARD OF COUNTY COMMISSIONERS OF ARCHULETA COUNTY, STATE OF COLORADO (the "County"), and Stacey Foss, LAC, Authentic Solutions Consulting, LLC (the "Contractor").

### RECITALS

**WHEREAS**, the County is undertaking certain activities regarding [describe project]; and,

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

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

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

1. **LINE OF AUTHORITY:** Matthew A. Dodson, Archuleta County Department of Human Services Director, is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Contractor under this Contract.
2. **SCOPE OF SERVICES:** All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Contractor.
  - a. The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the County and Contractor, shall be in writing and shall become part of this Contract upon execution.
  - b. The Contractor agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Contractor shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Contractor and the County for the use and occupancy by the Contractor of any County facilities or space.
3. **COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Contractor, and the Contractor agrees to accept

payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. **MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is Forty-Five Thousand Dollars (\$45,000.00) through SFY22\_. 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 Contractor. Any potential expenditure for this Contract outside the current fiscal year, which have not yet been appropriated, are 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 12:00 AM on July 1, 2021 and terminate at 11:59 PM on June 30, 2022. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.
6. **INVOICING PROCEDURES:** Payments shall be made to the Contractor based upon invoices submitted by the Contractor, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Contractor within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Contractor. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Contractor's activities and services rendered, as the County deems appropriate to support the payments to the Contractor. The signature of an officer of the Contractor shall appear on all invoices certifying that the invoice has been examined and found to be correct.
7. **CONFLICT OF INTEREST:** The Contractor agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of County.
8. **INDEMNIFICATION-GENERAL:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Contractor need not indemnify or save

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

9. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Contractor 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 the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Contract. The Contractor is not obligated under this section 9 to indemnify the County for the negligent acts of the County or any of its commissioners, officials, officers, directors, agents and employees.
  
10. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be and remain at all times, employees, of the Contractor for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.
  
11. **ILLEGAL ALIENS:** If Contractor has any employees or subcontractors, the Contractor 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, the Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor 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. Contractor 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 the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
  - b. The Contractor 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. The Contractor shall not 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 the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall:
  - i. Notify the subcontractor and the County within three (3) days that the Contractor 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 subparagraph d.i., the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor 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 Contractor 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. The Contractor violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, the Contractor 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 Contractor violates this provision of this Contract and the County terminates the Contract for such breach.

12. **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.

13. **ASSIGNMENT:** The Contractor covenants and agrees that, other than those subcontractors identified in the Scope of Work, Exhibit A, attached and incorporated herein, it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Contractor hereunder

14. **COUNTY REVIEW OF RECORDS:** The Contractor agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Contractor shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.
15. **OWNERSHIP OF DOCUMENTS:** Drawings, specifications, guidelines and any other documents prepared by the Contractor in connection with this Contract shall be the property of the County.
16. **ASSIGNMENT OF COPYRIGHTS:** The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.
17. **TERMINATION:** The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Contract shall become the County's property. The Contractor shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor.
18. **NOTICES:** Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

By the Contractor to County:	Matthew A. Dodson Director, ACDHS PO Box 240 Pagosa Springs, CO 81147
With a copy to:	Todd Weaver Attorney PO Box 1507 Pagosa Springs, CO 81147
By the County to the Contractor	Authentic Solutions Consulting,

	LLC PO Box 3368 Pagosa Springs, CO 81147
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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.

19. **NONDISCRIMINATION:** In connection with the performance of work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.
20. **GOVERNING LAW; VENUE:** The substantive laws of the State of Colorado (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Contract and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Venue for any action hereunder shall be in the District Court, County of Archuleta, State of Colorado. Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.
21. **COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Contract by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.
22. **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.
23. **NO THIRD-PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

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

25. **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:

- 1<sup>st</sup> This Contract
- 2<sup>nd</sup> Request for Proposal (RFP) # \_\_\_\_\_
- 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 Proposal (RFP) # \_\_\_\_\_

26. **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.

27. **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.

28. **INSURANCE:** The Contractor shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Contractor shall provide evidence 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.

29. **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.

30. **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.

31. **SIGNATORY AUTHORITY:** Each person signing this Contract in a representative capacity expressly represents that the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this Contract.

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

**CONTRACTOR**

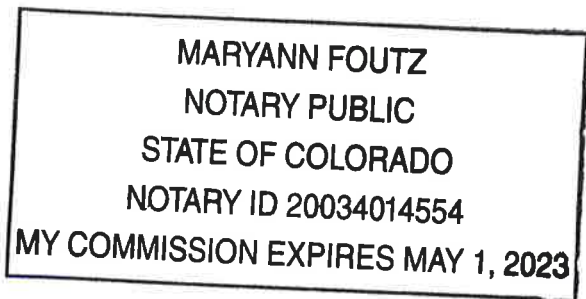
By: Stacey Foss  
Printed Name: Stacey Foss  
Title: owner  
Date: 6-9-21

Signature of Notary Public Required:

State of Colorado )  
) ss.  
County of Archuleta )

The foregoing was acknowledged before me this 9<sup>th</sup> day of June, 2021, by Stacey Foss.

Notary Public: Maryann Foutz  
My commission expires: 5/1/2023





**COUNTY**

Attest:

**BOARD OF COUNTY COMMISSIONERS  
OF ARCHULETA COUNTY,  
COLORADO [for contracts over \$50,000]  
[Elected Official Title for contracts under \$50,000]**

\_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Alvin Schaaf, BoCC Chair

(Affix County Seal)

Date: \_\_\_\_\_

Exhibit A  
SCOPE OF SERVICES

**EXHIBIT A  
HOME BASED THERAPY  
CORE SERVICES**

Archuleta County Department of Human Services' Obligations:

- a) To determine child eligibility.
- b) To provide Contractor with authorization regarding eligibility for a child or family as the basis for services to be purchased.
- c) To provide Contractor with referral information including name and address of family, social, medical, and educational information as appropriate to the referral.
- d) To monitor the provision of contracted service.
- e) To pay Contractor after receipt of billing statements for services rendered satisfactorily and in accordance with this Contract.

Stacey Foss, Authentic Solutions Consulting, LLC Obligations:

- a) Contractor is legally present in the United States. If Contractor has any employees or subcontractors, Contractor shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor 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. Contractor 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 Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
  - B. Contractor 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. Contractor shall not 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 Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall:
- (i) Notify the subcontractor and the Counties within three days that Contractor 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 days of receiving the notice required pursuant to the preceding subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- E. Contractor 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 Contractor violates this provision of this Contract, the Counties may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor shall be liable for actual and consequential damages to the Counties as required by law.
- G. The Counties will notify the Office of the Secretary of State if Contractor violates this provision of this Contract and the Counties terminate the Contract for such breach.

b) Contractor agrees:

1. Not to assign any provision of this Contract to a subcontractor.
2. Not to charge clients any fees related to services provided under this Contract.
3. To hold the necessary license(s) which permits the performance of the service to be purchased, and/or to meet applicable State Department of Human Services qualification requirements.
4. To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin, or handicap.
5. To provide the service described herein at cost not greater than that charged to other persons in the same community.
6. To submit a billing statement in a timely manner, by the 10<sup>th</sup> working day of the month following provision of service. Failure to do so may result in nonpayment.
7. To safeguard information and confidentiality of those served in accordance with rules of the Colorado Department of Human Services, the County Departments of Social Services, and laws of the United States and State of Colorado.

8. To provide Counties with reports on the provision of service as follows:
  - Within six (6) weeks of enrollment/participation, submission of a treatment plan for the child/child's family with specific objectives and target dates. The treatment plan is subject to Counties approval.
  - At intervals of one (1) month with the submission of the monthly bill, submit reports that include progress and barriers in achieving provisions of the treatment plan from the time of enrollment/participation.
9. To provide any duly authorized representative of the Counties or the Colorado Department of Human Services access to pertinent records and/or staff for five years after final payment.
10. To bear full risk of any loss or damage to persons or property, including the loss or damage of the Contractor's property, which may occur during the performance of duties needed to complete this contract. The Contractor also agrees to indemnify and hold the Counties harmless from any and all claims, expenses and liabilities in connection with the performance of its duties under the terms of the Contract.
11. **Insurance.** At all times during the term of this Agreement, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Professional Liability Insurance: \$1,000,000 per claim, and \$1,000,000 aggregate.

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by a company authorized to do business in the State of Colorado and shall be written in a form satisfactory to Archuleta County and filed with and approved by the Colorado Department of Insurance. **Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion. Proof of Workers' Compensation, Employer's Liability and Unemployment Insurance and Professional Liability Insurance is required. Certificate(s) of insurance shall be delivered to Archuleta County at the time originals of this Agreement, executed by the Contractor, are delivered to Archuleta County's Representative, identified below, for execution by the Board of County Commissioners.** The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U. S. Mail, return receipt requested, to Archuleta County.

Exhibit B  
METHOD OF PAYMENT

The Contractor shall supply the County with a completed IRS W-9 Form. Payments shall be made by warrants payable to the trade or business name of the Contractor, if an EIN number is listed on the form, or to the name of an individual (if a Social Security number is listed on the form).

County agrees to purchase, and Contractor agrees to furnish service to be billed at the following rates:

- Individual Counseling: \$90.00/hour
- Group Counseling: \$35.00/hour
- Family Counseling: \$90.00/hour
- Behavioral Health Evaluation: \$275.00/per evaluation
- Court testimony, authorized preparation time and court report writing: \$100.00/hour
- If a client/family does not contact Contractor to reschedule or cancel prior to the scheduled appointment, and Contractor contacts Counties the same day as the missed appointment, the Counties will pay the negotiated rate of service for three times per family throughout the fiscal year.
- Mileage will be reimbursed at the GSA, (Federal guideline for mileage reimbursement rate) when travel is in excess of 15 miles from the ACDHS office located at 551 Hot Springs, Blvd., Pagosa Springs, Colorado 81147.
- The Compensation referred to herein shall be drawn monthly. The monthly amount paid will be based on the monthly activity report that will accompany monthly invoices. The Contractor agrees to supply an invoice and monthly reports no later than the 10<sup>th</sup> day following the month services were provided, indicating that the services have been provided for the prior month. Under no circumstances shall the DHS pay any amount for compensation exceeding the above referenced total sum. Failure to provide invoices as required herein during the term of this Agreement shall relieve DHS of payment for those respective services.



Exhibit C  
INSURANCE REQUIREMENTS

1. The Contractor agrees to procure and maintain with insurers with an A- or better rating as determined by A.M. 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 NINETY THREE THOUSAND DOLLARS (\$1,093,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) 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, 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 Contractor'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.

2. **Certificates of Insurance.** The required Commercial General Liability and Commercial Automobile Liability policies will name Archuleta County, its officers and employees as additional insured and provide for a waiver of subrogation in favor of Archuleta County, Colorado. The required Workers' Compensation Insurance policies will name Archuleta County as a Certificate Holder. The certificate(s) of insurance will be attached to this agreement as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect. Any notices, within 20 days of cancellation or termination will provide an email notice to:

LeeAnn Martin,  
Finance Director/Acting Procurement Officer  
Archuleta County  
P.O. Box 1507  
Pagosa Springs, CO 81147  
[lmartin@archuletacounty.org](mailto:lmartin@archuletacounty.org)

3. **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 Archuleta County may immediately terminate this contract.

4. **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-retention. The Contractor will indemnify Archuleta County, in full, for any amounts related to the above.

5. **Governmental Immunity.** The parties hereto understand and agree that Archuleta 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 Archuleta County, its officers, or its employees.

Approved by: \_\_\_\_\_

Dated: \_\_\_\_\_

LeeAnn Martin

Finance Director/Acting Procurement Officer



Account Number: CO AUTH 3360

Date: 7/30/20 Initials: LPD

# CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY  
C/O: American Professional Agency, Inc.  
95 Broadway, Amityville, NY 11701  
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

**THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.**

Name and Address of Named Insured:

AUTHENTIC SOLUTIONS  
CONSULTING, LLC.  
PO BOX 3368  
PAGOSA SPRINGS CO 81147

Additional Named Insureds:

STACEY FOSS

Type of Work Covered: ADDICTION/MENTAL HEALTH COUNSELING

Location of Operations: N/A

(If different than address listed above)

**Claim History: None**

Retroactive date is 07/01/2017

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5004-6983	7/01/20	7/01/21	1,000,000 3,000,000

**NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSUREDS WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.**

**Comments:** Defense Reimbursement Proceedings Limit is \$5,000. 1 ADDL.INS.BELOW:  
BRD OF CTY COMMISSIONERS  
OF LA PLATA CTY, CO  
1101 EAST SECOND AVE  
DURANGO CO 81801


**This Certificate Issued to:**

**Name:** AUTHENTIC SOLUTIONS  
CONSULTING, LLC.

**Address:** PO BOX 3368

PAGOSA SPRINGS CO 81147

APA 00138 00 (06/2014)

  
Authorized Representative