

MASTER SERVICES AGREEMENT (MSA)
SHILOH HOME, INC. dba SHILOH HOUSE

THIS MASTER SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **SHILOH HOME, INC. dba SHILOH HOUSE**, authorized to do business in Colorado (the “Contractor”). The County and Contractor are sometimes collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, the County is undertaking certain activities in its role as the local Human Services Agency, in accordance with Colorado State laws and mandates; and

WHEREAS, the County released Request for Qualifications (RFQ) #043-24 *Human Services Client and Staff Services* and the Contractor responded; and

WHEREAS, the County selected the Contractor as a preferred vendor during the RFQ process; 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. MASTER AGREEMENT SCOPE: This Agreement shall provide general terms of engagement and obligations between Contractor and the County which shall apply to and control any Scope of Service Agreements (SOSA). The SOSA shall later provide and be limited to any specific Scope of Work and financial terms between the Contractor and the County.

Services provided by Contractor shall be defined by a separate Scope of Services Agreement (SOSA) that shall be approved independently but shall be incorporated by reference and subject to all the provisions of this Agreement.

The County may, from time to time, request changes to the scope of services provided in the SOSA. 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 the SOSA upon execution.

2. LINE OF AUTHORITY: Ruby Richards, (the “Authorized Representative”) is designated the County representative for administering and clarifying the terms of this agreement for the County.

3. MAXIMUM AGREEMENT LIABILITY: Any other provisions of this Agreement notwithstanding, in no event shall the County be liable for any payments under this Agreement except as authorized in a fully executed SOSA and any payments stated in the SOSA shall be subject to the following:

Any other provision of this Agreement notwithstanding and pursuant to Section 29-1-110, C.R.S., any funds appropriated for this Agreement are for the fiscal year in which the SOSA is executed. 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 Contractor. Any potential expenditure for this Agreement outside the fiscal year of the SOSA or subsequent SOSA is subject to future annual appropriation of funds for any such proposed expenditure.

4. SUSPENSION AND DISBARMENT: The County may not pay any vendor who is suspended or disbarred from receiving federal funds. The Contractor attests by virtue of executing this Contract that: a) it is not suspended or disbarred at the time services begin or Contract execution, b) it has no knowledge of or reason to believe suspension or disbarment is pending or forthcoming, c) it will report within three (3) business days to the Department any changes in items a or b; and d) it understands that it may be required to repay all funds received if the Department learns the Contractor was suspended or disbarred at any time during service delivery or while under Contract, or that the Contractor failed to report any pending or forthcoming suspension or disbarment.

5. TERM: It is mutually agreed by the parties that the term of this Agreement shall commence as of 12:01 a.m. on June 1, 2025 and terminate at 11:59 p.m. on May 31, 2028. This Agreement and any SOSA executed that references this Agreement 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 a Contractor Representative 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: The County cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. The Contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting solely from the negligence of the County's commissioners, officials, officers, directors, agents, and employees.

9. INDEPENDENT CONTRACTOR: The Contractor is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Agreement, all personnel assigned by the Contractor to perform work under this Agreement shall be and remain at all times, employees of the Contractor for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

10. 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, , or any subsequent agreement subject to 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.

11. ASSIGNMENT: The Contractor covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Agreement, or any subsequent agreement subject to this Agreement, and all rights of the Contractor hereunder.

12. COUNTY REVIEW OF RECORDS: The Contractor 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, or any subsequent agreement subject to this Agreement, 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 Agreement.

13. OWNERSHIP OF DOCUMENTS: Specifications, drawings, guidelines and any other documents prepared by the Contractor in connection with this Agreement, or any subsequent agreement subject to this Agreement, shall be the property of the County, except for documentation identified as the Contractor's pre-existing intellectual property.

14. ASSIGNMENT OF COPYRIGHTS: The Contractor 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 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.

15. TERMINATION: The County shall have the right to terminate this Agreement, 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 Agreement shall become the County's property. The Contractor shall be entitled to receive compensation in accordance with this Agreement and any subsequent SOSA for any satisfactory work completed pursuant to the terms of this Agreement 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 Agreement by the Contractor.

16. NOTICES: Notices concerning termination of this Agreement or for any SOSA referencing this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, or any referencing SOSA, and all other notices shall be made as follows:

by the Contractor to: Ruby Richards, Director
Department of Human Services
4400 Castleton Court
Castle Rock, CO 80109
Telephone: (303) 814-5395
E-Mail: rarichar@douglas.co.us

with a copy to: Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
Telephone: (303) 660-7414
Facsimile: (303) 688-6596

and by the County to:

Steven Ramirez, CEO
Shiloh Home, Inc. dba Shiloh House
6588 West Ottawa Avenue
Littleton, CO 80128
ceo@shilohhouse.net
Phone: (303) 933-1393
Facsimile: (303) 933-8216

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.

17. NONDISCRIMINATION: In connection with the performance of work under this Agreement, 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.

18. 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 Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. FOREIGN ENTITY: The Contractor is a Foreign Entity if its business was formed in a different state. A Foreign Entity that transacts business or conducts activities in Colorado must be registered with the Colorado Secretary of State by filing a Statement of Foreign Entity Authority. A Foreign Entity shall not transact business or conduct activities with the County until its Statement of Foreign Entity Authority is filed in the records of the Colorado Secretary of State.

20. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Agreement 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 Agreement. Consistent with the above, the parties will comply with, including but not limited to, all provisions of the Health Insurance Portability and Accountability Act ("HIPAA") and Criminal Justice Information Services ("CJIS") Security Policy when handling information that may fall under these statutes.

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 Contractor, 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. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor may include reference to this Contract in a broad description of the services provided. Outside of this broad description, the Contractor shall not include any detailed discussion of clients or cases served under this Contract in any advertising or public relations materials without first obtaining the written approval of the Douglas County Director of Communication and Public Affairs. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, the Assistant County Manager, and the Board of County Commissioners.

24. 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 by this reference.

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. CONFLICT WITH EXHIBITS: If any Exhibit to this Contract, conflicts with the express terms of the Contract proceeding the Parties signatures, for the purpose of interpretation and enforcement the express terms of the contract are superior, supersede, and prevail.

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

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.

29. CONFIDENTIALITY OF INFORMATION: Both parties understand and agree that data, materials, and information disclosed by a party to the other party may contain confidential, trade secret and/or protected information. To the extent permitted by law and except as required by the Open Records Act, each party covenants that data, material and information gathered, based upon or disclosed for the purpose of this Agreement, will not be disclosed to or discussed with third parties without prior disclosure to the other party if and when the circumstances allow.

30. DATA SECURITY and COMPLIANCE WITH C.R.S. §6-1-713, §6-1-713.5 and §6-1-716 regarding Protections for Consumer Data Privacy. The Parties shall comply with all relevant provisions of the Colorado Revised Statutes regarding Protections for Consumer Data Privacy. Specifically, C.R.S. §6-1-713, §6-1-713.5 and §6-1-716 requiring the Disposal of personal identifying documents, Protection of personal identifying information, and Notification of security breach. In addition, the Contractor shall: a) employ acceptable security standards; and b) immediately notify County of any breach of data containing personal identifiable information as defined in the Colorado Revised Statutes

31. RISKS AND MITIGATIONS: The Parties acknowledge and agree that risks associated with personnel and the actions of those personnel remain wholly with the employer of the personnel. The Parties acknowledge and agree that the nature of the services and work products produced under this Agreement is such that risks related to the services and work products are small when the services and work products conform to specifications. Douglas County shall specify the services and work products and shall describe acceptance criteria by which the services and work products will be determined to have met specifications. The Contractor shall apply standards and diligence to ensure that services and work products conform to specifications and meet acceptance criteria. Specifications and acceptance criteria shall be documented in an Exhibit A Scope of Services Agreement under this Master Services Agreement.

32. DISPUTES: Without limiting, or diminishing in any way, the County's ability to cancel without reason by providing Ten days' notice, or any other provisions therein, as set forth in Section 14, should any disputes arise with respect to this Agreement or referencing SOSA, the Contractor and the County agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. Both Parties agree to give best efforts to resolve disputes amicably whenever possible. As such, the Parties will try to resolve disputes at the lowest level possible, starting with each Party's Authorized Representative. Disputes can be elevated when appropriate to higher level decision makers if and as deemed appropriate under the circumstances. The Contractor and the County agree that, the existence of a dispute notwithstanding, each party will continue without delay to carry out all of its respective responsibilities under this Agreement that are not affected by the dispute. In the event the grievance cannot be resolved to the mutual satisfaction of the parties within a mutually agreed upon timeframe, the parties may mutually agree to submit the dispute to mediation. The County may withhold payments on disputed items pending resolution of the dispute. The unintentional non-payment by the County to the Contractor of one or more invoices not in dispute in accordance with the terms of this Agreement will not be cause for Contractor to terminate this Agreement.

33. FORCE MAJEURE: In the event that either party is unable to perform any of its obligations under this Agreement or referencing SOSA or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds thirty (30) calendar days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

34. 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:

- 1st This Agreement, Sections 1 through 36
- 2nd Exhibit A - SOSA and subsequent agreements and amendments
(inclusive of Exhibit A1- Exhibit A5)
- 3rd Exhibit B-SOSA and subsequent agreements and amendments (Inclusive
of Exhibit B1-Exhibit B2)
- 4th Exhibit C – Insurance Requirements
- 5th Request for Qualifications (#043-22)
- 6th Response to Request for Qualifications

35. BREACH OF CONTRACT: Failure to perform according to the specifications of this Contract 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.

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

(Remainder of Page Intentionally Blank)

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

SHILOH HOME, INC. dba SHILOH HOUSE

BY: _____
Steven Ramirez, CEO

DATE: _____

Signature of Notary Public Required:

STATE OF _____)
)
COUNTY OF _____) **ss.**

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____.

Witness my hand and official seal

Notary Public

My commission expires: _____

EXHIBIT A
SCOPE OF SERVICES AGREEMENT 2025-2026
SHILOH HOME, INC. dba SHILOH HOUSE

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

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

WHEREAS, the County is undertaking certain activities in its role as the local Human Services Agency, in accordance with Colorado State laws and mandates; and

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

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

1. **MASTER SERVICES AGREEMENT:** This SOSA is subject and subordinate to the terms and conditions specified in the MSA, executed between the County and Contractor on April ____, 2025.
2. **SCOPE OF WORK:** All services described in Exhibit A1, attached hereto and incorporated herein, shall be performed by Contractor.
3. **MAXIMUM CONTRACT LIABILITY:** Any other provisions of this SOSA notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is Fifty Thousand Dollars (\$50,000.00) for the Term. Payment terms are as described in Exhibit A2. The County is not under obligation to make any future apportionment or allocation to this SOSA. Any potential expenditure for this SOSA outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

Federal rule prohibits entities from supplanting, i.e., replacing or substituting, state or local funds with federal funds. Therefore, if the Contractor is already receiving state or local funds for a specific purpose described in Exhibit A1, the Contractor attests by virtue of executing this Public Contract for Services that they will not now use payments made under this Contract (which include federal funds) to cover costs related to those services that were previously covered by state or local funds. Federal funds may be used to supplement existing state or federal funds, but not replace them.

The Contractor will make reasonable efforts to review requirements to become a Medicaid provider and invoice all Medicaid services accordingly should they become a Medicaid

provider. The Contractor will reimburse the Department for any funds paid by the Department for a service previously or subsequently paid for by Medicaid.

In the event that third-party payment is available for any service described in Exhibit A1 and the Contractor agrees to accept that payment, said compensation is payment in full. The Contractor will not subsequently invoice the County for any shortfall in third-party payments. Examples of third-party payors include Medicaid or Children's Health Plan from any state, private health insurance, victim's compensation, trust fund or disability trust, or settlement. Amounts paid by third-parties do not count against the Maximum Contract Expenditure.

In select circumstances if the Contractor accepts private insurance for a service described in Exhibit A1 and as mutually agreed upon between the Contractor and the County, should a client co-pay or deductible be due to the Contractor, the County will pay the client's co-pay and/or deductible. Such payments do count against the Maximum Contract Expenditure. Prior to this being considered, the Contractor agrees to verify allowable covered benefits, co-pays, and/or deductibles. The County will provide written approval should this circumstance be approved.

4. **TERM:** It is mutually agreed by the parties that the term of this SOSA shall commence as of 12:01 a.m. on June 1, 2025 and terminate at 11:59 p.m. on May 31, 2026. This SOSA and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.
5. **COUNTY EXECUTION OF AGREEMENT:** This SOSA is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

(Remainder of Page Intentionally Blank)

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

SHILOH HOME, INC. dba SHILOH HOUSE

BY: _____
Steven Ramirez, CEO

DATE: _____

EXHIBIT A1

The Contractor agrees to provide service(s) and deliverables outlined herein and specifically listed in Exhibit A3. Services provided outside of this Exhibit A1 will be deemed gratuitous to and are subject to non-payment by the Department of Human Services' (the "Department") discretion.

1. General Provisions

- a. The Contractor will comply with all applicable federal and state laws including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; and the regulations of the U.S. Department of Health and Human Services issued pursuant to the above statutes at Title 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, and Title 28 CFR Part 35.
- b. The Contractor will comply with all mandatory child abuse and neglect reporting laws and policies outlined in §§ 19-3-307 and 19-3-304, C.R.S.
- c. Client missed appointments shall be reported to the Department as soon as possible but no more than forty-eight (48) hours after the missed appointment.
- d. Any safety concerns or events considered clinically significant, i.e., family deaths, discovery of new relevant mental health issues, or other events that could be considered pertinent to client welfare shall also be reported to the Department as soon as possible but no more than forty-eight (48) hours after the Contractor becomes aware of such issue or information; and may require immediate action determined by legal mandated reporting responsibilities.
- e. The Contractor's staff will attend periodic meetings or calls to discuss overall service delivery, utilization, and specific case issues as requested. The Contractor as listed under the term Notices in paragraph 16 of the Master Service Agreement (MSA), and/or senior member(s) of Contractor's organization, will attend meetings as requested by the Department to review contract performance or related issues should they arise.
- f. If subpoenaed, the Contractor will accept service of the subpoena via e-mail and will sign and return a Waiver of Service regarding the subpoena. The Contractor will provide the Department a curriculum vitae for any person subpoenaed within two (2) business days of receipt of the subpoena.
- g. The Contractor's internal policies do not supersede or replace any terms contained within this Contract.

2. Staff Background Checks

- a. Various required checks are outlined in this section. The Department reserves the right to review all background checks at any time. The costs of the background checks are not reimbursable under this Contract. The Contractor accepts the disqualifying offenses as listed in 12 CCR 2509-8 and Colorado Department of Human Services Volume VII, 7.701.33, D. 7. The Contractor will notify the Department within two (2) business days of any staff charged with a disqualifying crime.
- b. The Contractor will complete Colorado Bureau of Investigations (CBI) and Federal Bureau of Investigations (FBI) background checks as follows:
 - i. The Contractor shall ensure all employees, subcontractors, interns, mentors and volunteers who may have client contact or provide services under this

- Contract have submitted to and passed a fingerprint-based CBI and FBI criminal background check prior to commencing provision of services under this Contract.
- ii. Any items listed in the results of the background checks must be communicated by the Contractor to the Authorized Representative (or their designee) and cleared prior to allowing the subject of the background check to have contact with clients.
 - iii. Confirmation of results or clearance letters of these criminal background checks must be kept by the Contractor in a secure location as directed by CBI and FBI guidance. Results must be made available for review by the Department upon request and maintained for three (3) calendar years after the date of the Contractor's final payment from the County under this Contract.
 - iv. Contractors eligible for automatic CBI and FBI updates, i.e., with five (5) or more employees, will timely review updates and inform the Department of any changes. Contractors that are not eligible for or are not receiving automatic CBI and FBI updates for any reason will ensure that every five (5) years an updated fingerprint-based CBI and FBI criminal background check will be run on each employee, subcontractor, intern, mentor and volunteer, and kept in their secure file for review by the Department.
 - v. If these conditions cannot be met, the Contractor will immediately notify the County's Authorized Representative.
- c. The Contractor will complete Colorado Department of Early Childhood (CDEC) background checks as follows:
- i. The Contractor shall also conduct a Child Abuse and Neglect background check through the Colorado Department of Early Childhood (CDEC), Background Investigations Unit (BIU) on all employees, subcontractors, interns, mentors and volunteers prior to them providing services to Department clients under this Contract.
 - ii. The Contractor shall notify the Authorized Representative (or their designee) of any employee, subcontractor, or volunteer who has findings of child abuse or neglect; the Authorized Representative will provide a decision on whether the Department will allow that individual to provide services under this Contract.
 - iii. The Contractor must retain copies of all background check results in the employee, subcontractor, intern, mentor or volunteer secured files; copies must be available for review upon the Department's request and be maintained for three (3) calendar years after the date of the Contractor's final payment from the County under this Contract.
 - iv. The Contractor will ensure that every five (5) years an updated Child Abuse and Neglect background check will be run on each employee, subcontractor, intern, mentor and volunteer.
- d. When applicable, Contractor shall retain copies of employee credentialing qualifications from Colorado Department of Regulatory Affairs (DORA) in personnel files and make such records available to the County Representative upon request. The Contractor shall immediately notify the County of any suspension or revocation by DORA of an employee or subcontractor.

- e. The Contractor will complete a Sexual Offender Registry check and receive, at minimum, preliminary results before assigning and/or hiring employees, subcontractors, interns, mentors or volunteers to perform under this Contract.

3. Staff Assignments and Performance

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

4. Referrals

- a. The Department will request service using the "Referral for Services" (See Exhibit A4.) for the person, services(s), unit(s), and rate(s) identified in Exhibit A3.
- b. The services will be provided at the location(s) noted on the "Referral for Service".
- c. The "Referral for Services" will include identifying information such as the name and address of the family, social history, medical and educational information, as appropriate.
- d. The "Referral for Services" must be received by the provider prior to the commencement of services.
- e. The Contractor may only provide service(s) listed in a current "Referral for Services" for services described in Exhibit A3. Services provided without a current Referral, any additional service(s), or an activity not outlined in the service description is subject to non-payment. Questions about the Referral, services and dates should be directed back to the Case Workers.
- f. In rare circumstances, the Department may wish to utilize services outlined herein for clients participating in another program or where services will be paid for using an alternate funding stream. Should this occur, Exhibit A3 will not be applicable. Rather, the Department will outline all required referral elements in writing, and the Contractor agrees to provide services as outlined in paragraph 5, Services and Deliverables (below) and Exhibit A2. The rates for services

contained in Exhibit A3 will still apply as to any services provided under this paragraph.

5. Services and Deliverables

- a. Services and deliverables are listed in Exhibit A3.
- b. The Contractor will ensure staff are appropriately credentialed. This includes:
1) required training, certifications and licenses; 2) insurance; and 3) background checks as required by law and specified in this Contract, to render these services.
- c. Missing or incomplete deliverables with insufficient detail will result in slower invoice review and payment processing due to additional follow-up. Required deliverable(s) never provided or late deliverable(s) are subject to non-payment.

During the course of this Contract, the Department will:

1. Use appropriate funding streams and will solely determine the appropriate eligibility for services and applicable funding streams;
2. Provide clients information regarding rights and fair hearings;
3. Monitor the provision of services which includes various expenditure and outcomes analyses, practice enhancements, and meetings with the Contractor; and
4. Schedule meetings, inclusive of background check reviews, with the Contractor as needed.

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Exhibit A2
METHOD OF PAYMENT

1. The Contractor will provide service(s) and deliverable(s) for the rate(s) listed in Exhibit A3 and accept any and all forms of payment.
2. Providers will only be paid for services authorized on an approved “Referral for Service.” Verbally discussed rates between the Department staff and the Contractor are not binding. Required deliverable(s) never provided will result in non-payment, reduction of future payment, or demand for reimbursement.
3. Rates outlined in Exhibit A3 constitute payment in full and the Contractor will not be paid for any additional fees, amounts, or costs. The Contractor will not charge the Department rates greater than those charged to other persons in the same geographic area. The Contractor will not be paid more than one time for the same service, or more than the Maximum Contract Liability as outlined in paragraph 3 of this Contract.
4. If the Contractor or client misses an appointment or service, it will not be paid. Monthly rates will be pro-rated depending on when services begin or end in the month.
5. The Contractor will not charge any fees or co-pays for services to clients or use any part of payment made under this Contract as a co-pay or partial payment to any third-party unless otherwise noted in the “Referral for Services” or other Department documentation. When applicable, documentation of a denial of benefits from a third-party provider may be requested by the Department.
6. Invoices submitted must reflect actual services rendered and cannot be estimates or requests for pre-payment. Monthly rates will be pro-rated to accurately reflect when clients begin services and end dates for services in partial months. Partial payment for services rendered without full completion of the service and/or deliverable(s), inclusive of court testimony, may be provided at the Department’s discretion.
7. Invoices must be submitted by the 15th of each month after the month in which service(s) were rendered, except June 2025 is due July 7, 2025. Complete invoices will only use the service names listed in Exhibit A3 and include the required deliverable(s) listed in Exhibit A3. Failure to submit invoices timely or without required deliverables may result in non-payment.
8. The Department does not receive federal or state reimbursement for delinquent claims. **Contractors are encouraged to reconcile their accounts every sixty (60) days** to ensure all services have been invoiced and paid. **Delinquent invoices are subject to non-payment.**
9. Invoices and back-up documentation may only be sent via:
 - a) secure email to CWAccounting@douglas.co.us,
 - b) posted to the Department’s OneDrive contractor folder, or
 - c) mailed to:

Douglas County Human Services

Attn: Business Office
4400 Castleton Court
Castle Rock, CO 80109

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

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EXHIBIT A3
SERVICES, DELIVERABLES AND RATES

Invoices must be submitted by the 15th of each month after the month in which service(s) were rendered. Complete invoices will only use the service names listed in Exhibit A3 and include the required deliverable(s) listed in Exhibit A3. Failure to submit invoices timely or without required deliverables may result in non-payment.

| # | Service | Description | Deliverable(s) | Rate & Unit |
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| 1 | Life Skills – Coaching (Low Package) | In-home service that provides guidance and information to develop self-sufficiency, and create a safe, nurturing environment. Focus in family's needs and Treatment Plan. Will keep Department Case Worker updated and updated on objectives, progress, and issues. Services include, but are not limited to: 1) providing information about community resources, employment, occupational training and education, 2) helping identify and establish appropriate boundaries and limits, 3) supporting development of parent/child relationship, 4) teaching appropriate discipline techniques, 5) role modeling positive interactions, 6) increasing parental awareness of | Treatment Plan - Completed within two (2) weeks of intake/assessment for child(ren) and family treatment objectives and outcomes including target dates from Referral. Plan is subject to Department approval. Monthly Report - Written reports detailing specific treatment progress toward goals. An example is provided in Attachment A3, but any report must include: 1) Client name, 2) Court case number, if known and applicable, 3) Department Case Worker's name, 4) Clinician's/provider's name, 5) Date(s) of service, 6) Date(s) of missed sessions, 7) All family members receiving services, 8) Level of family participation, if appropriate, 9) Initial service goal(s), 10) Weekly or monthly progress, 11) Concerns or barriers to achieving goals, 12) Ongoing assessment of child safety, 13) Appropriateness and | \$85.00 per hour \$1,105.00/month Cancellations may occur up to 24 hours prior to a scheduled appointment. Appointments cancelled within 24 hours are subject to full rate of service. |

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| | | <p>children's basic and emotional needs, and 7) providing information about age appropriate child development. Goals are to increase family functioning, mitigate child protection issues, increase supports, increase parent's understanding of their role, and improve overall family relationships. 75% face-to-face time with family, and 25% other duties including but not limited to Team Decision Meetings, Administrative Review Conferences, case management, and Court related activities. Bachelor's level professional at 2-3 hours per week.</p> | <p>need of ongoing services or therapeutic recommendation, and 14) Therapist's/clinician's/provider's signature.</p> <p>Discharge Summary - Due within 10 business days following close of service. Report will include documentation of outcome of services, achievement of treatment objectives, and recommendation for family.</p> <p>Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.</p> | |
| 2 | Life Skills – Coaching (Moderate Package) | Same as above except 4-6 hours per week. | Same as above. | <p>\$85.00 per hour</p> <p>\$2,210.00 per month</p> <p>Cancellations may occur up to 24 hours prior to a scheduled appointment. Appointments cancelled within 24 hours are subject to full rate of service.</p> |
| 3 | Life Skills – Coaching (High Package) | Same as above except 7-9 hours per week. | Same as above. | \$85.00 per hour |

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| | | | | <p>\$3,315.00 per month</p> <p>Cancellations may occur up to 24 hours prior to a scheduled appointment. Appointments cancelled within 24 hours are subject to full rate of service.</p> |
| 4 | Life Skills – Coaching (Intensive Package) | Same as above except 10-15 hours per week. | Same as above. | <p>\$85.00 per hour</p> <p>\$5,525.00 per month</p> <p>Cancellations may occur up to 24 hours prior to a scheduled appointment. Appointments cancelled within 24 hours are subject to full rate of service.</p> |
| 5 | Beyond the Walls | <p>Transitional coaching for youth 16-26 years old. Assesses current skills and goals. Identifies needs, helps set goals, and connects youth with Community Partner Network which links youth to opportunities and experiences that assist in reaching goals. Opportunities focus on education, housing, job skills,</p> | <p>Intake/Assessment - Completed to determine appropriateness of service within 10 days of the service start date. Contractor will notify Department of assessment outcome when done for services to continue.</p> <p>Treatment Plan - Completed within two (2) weeks of intake/assessment for child(ren) and family treatment objectives and outcomes including target</p> | <p>\$1,115.00 per month</p> |

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| | | <p>faith-based connections, business engagement, and community skills. Youth are motivated through exposure through activities and hands-on assistance to gain confidence and support. Combines learning, mentoring, coaching, and peer mentoring. Youth will complete goals outlined in individual plan. 25 hours of learning opportunities are available monthly. Bachelor's level professional</p> | <p>dates from Referral. Plan is subject to Department approval.</p> <p>Monthly Report - Written reports detailing specific treatment progress toward goals. An example is provided in Attachment A3, but any report must include: 1) Client name, 2) Court case number, if known and applicable, 3) Department Case Worker's name, 4) Clinician's/provider's name, 5) Date(s) of service, 6) Date(s) of missed sessions, 7) All family members receiving services, 8) Level of family participation, if appropriate, 9) Initial service goal(s), 10) Weekly or monthly progress, 11) Concerns or barriers to achieving goals, 12) Ongoing assessment of child safety, 13) Appropriateness and need of ongoing services or therapeutic recommendation, and 14) Therapist's/clinician's/provider's signature.</p> <p>Discharge Summary - Due within 10 business days following close of service. Report will include documentation of outcome of services, achievement of treatment objectives, and recommendation for family.</p> <p>Various - Documentation as requested to ensure continued quality improvement,</p> | |
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| | | | e.g., quarterly outcome reports and utilization reviews. | |
| 6 | Child Mentoring (In-home) | In-home family support services through trained mentors who conduct strength-based assessments and collaborate with families to set measurable goals. Mentors assist with school engagement by improving parent-teacher communication, supporting academic success, and helping families navigate educational resources. They also guide youth in developing pro-social relationships, finding volunteer opportunities, and fulfilling court-ordered community service if needed. Additionally, mentors facilitate smoother transitions for returning home, connect families with mental health and healthcare resources, and ensure access to culturally responsive services. | <p>Intake/Assessment - Completed to determine appropriateness of service within 10 days of the service start date. Contractor will notify Department of assessment outcome when done for services to continue.</p> <p>Treatment Plan - Completed within two (2) weeks of intake/assessment for child(ren) and family treatment objectives and outcomes including target dates from Referral. Plan is subject to Department approval.</p> <p>Monthly Report - Written reports detailing specific treatment progress toward goals. An example is provided in Attachment A3, but any report must include: 1) Client name, 2) Court case number, if known and applicable, 3) Department Case Worker's name, 4) Clinician's/provider's name, 5) Date(s) of service, 6) Date(s) of missed sessions, 7) All family members receiving services, 8) Level of family participation, if appropriate, 9) Initial service goal(s), 10) Weekly or monthly progress, 11) Concerns or barriers to achieving goals, 12) Ongoing assessment of child safety, 13) Appropriateness and need of ongoing services or therapeutic</p> | \$85.00 per hour |

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| | | | <p>recommendation, and 14) Therapist's/clinician's/provider's signature.</p> <p>Discharge Summary - Due within 10 business days following close of service. Report will include documentation of outcome of services, achievement of treatment objectives, and recommendation for family.</p> <p>Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.</p> | |
| 7 | Child Mentoring (In-office or virtual) | Same as Child Mentoring (in-home) above except for location | | \$65.00 per hour |
| 8 | Parents as Teachers | Evidence-based home visiting model that provides services to families with children prenatal through kindergarten. Includes 1-2 personal visits monthly, Group connections once per month, a resource network, and child screening. Goals include increasing parent knowledge of early childhood development and parenting practices, improved detection of developmental delays and health issues, and increased school readiness and success. | Same as above. | \$600.00 per month |

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| 9 | Circle of Parents | Provides a friendly, supportive environment led by trained facilitator, parents and other caregivers. Caregivers openly discuss successes and challenges of raising children, and share support. Meet weekly. Goal is to improve the network for parental support. | Same as above. | \$120.00 per class per attendee |
| 10 | Parenting Classes (one day course) | Equip parents with skills to support youth and prevent conflict in the home and when children are returning home. Include, but is not limited to, Love and Logic, Appreciating Your Adolescent, Parent with Confidence, and A+ Parenting. Goal is improved understanding of age appropriate expectations, youth/child guidance, and consequences. | Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews. | \$120.00 per family per episode |
| 11 | Parenting Classes (3 week course) | Same as above. | Same as above. | \$360.00 per family per episode |
| 12 | Parenting Classes (6 week course) | Same as above. | Same as above. | \$720.00 per family per episode |
| 13 | Parenting Classes (8 week course) | Same as above. | Same as above. | \$960.00 per family per episode |
| 14 | Parenting Classes (10 week course) | Same as above. | Same as above. | \$1,200.00 per family per episode |
| 15 | Youth Intervention – Therapist services in-office | In-home, office-based and community-based service for youth 12-18 years old to reduce risk of out-of-home placement | Treatment Plan - Completed within two (2) weeks of intake/assessment for child(ren) and family treatment objectives and outcomes including target | \$90.00 per hour |

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| | | <p>and increase stability in home. Interventions used include: 1) immediate phone or in person screening/contact to discuss family member's perspective on their challenges. Assessment Clinician will offer services including but not limited to: crisis assessment and safety plan, family and individual biopsychosocial screening, and review of services., 2) immediate safety planning, 3) immediate home-based family visit, 4) consistent phone and email follow-up to check-in on and offer additional services. Once referral is accepted, therapist and/or Family Coach begins outreach within 24 hours. Goals include increasing family functioning, eliminating child protection issues, and increasing support. Master's level licensed clinician, provisionally licensed, or under the supervision of a licensed clinician.</p> | <p>dates from Referral. Plan is subject to Department approval.</p> <p>Monthly Report - Written reports detailing specific treatment progress toward goals. An example is provided in Attachment A3, but any report must include: 1) Client name, 2) Court case number, if known and applicable, 3) Department Case Worker's name, 4) Clinician's/provider's name, 5) Date(s) of service, 6) Date(s) of missed sessions, 7) All family members receiving services, 8) Level of family participation, if appropriate, 9) Initial service goal(s), 10) Weekly or monthly progress, 11) Concerns or barriers to achieving goals, 12) Ongoing assessment of child safety, 13) Appropriateness and need of ongoing services or therapeutic recommendation, and 14) Therapist's/clinician's/provider's signature.</p> <p>Discharge Summary - Due within 10 business days following close of service. Report will include documentation of outcome of services, achievement of treatment objectives, and recommendation for family.</p> <p>Various - Documentation as requested to ensure continued quality improvement,</p> | |
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| | | | e.g., quarterly outcome reports and utilization reviews. | |
| 16 | Youth Intervention – Therapist services in-home | Same as above. | Same as above. | \$122.00 per hour |
| 17 | Youth Intervention - Family Coach services in-office | Same as above except Bachelor’s level Family Coaches. | Same as above. | \$65.00 per hour |
| 18 | Youth Intervention - Family Coach services in-home | Same as above. | Same as above. | \$80.00 per hour |
| 19 | Foster Parent and Kinship Provider Consultation (in-home with Therapist) | Psycho-education for adults regarding impact of trauma, abuse and neglect. Includes these topics: brain development and appropriate behaviors, how a traumatized brain heals, understanding defiance and learned survival, effective consequences for teenagers impacted by abuse or neglect, skills rather than punishment, developmental age versus chronological age, and resiliency. Phone consultation available in crisis situations. Assists families with skill development to ensure appropriate family relationships, structure, boundaries and limits with goal to proactively prevent conflict and decrease existing conflict. Provides tools to | <p>Treatment Plan - Completed within two (2) weeks of intake/assessment for child(ren) and family treatment objectives and outcomes including target dates from Referral. Plan is subject to Department approval.</p> <p>Monthly Report - Written reports detailing specific treatment progress toward goals. An example is provided in Attachment A3, but any report must include: 1) Client name, 2) Court case number, if known and applicable, 3) Department Case Worker’s name, 4) Clinician’s/provider’s name, 5) Date(s) of service, 6) Date(s) of missed sessions, 7) All family members receiving services, 8) Level of family participation, if appropriate, 9) Initial service goal(s), 10) Weekly or monthly progress, 11) Concerns or barriers to achieving goals, 12) Ongoing assessment</p> | \$120.00 per hour |

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| | | <p>improve family functioning including behavior management, conflict management, communication and problem solving, and supports development of child/foster parent relationship. Goals include eliminating placement disruption, increased supports, increasing foster parent/kinship provider understanding of trauma impacts, helping foster parent/kinship provider establish realistic expectations, and improving foster parent/kinship provider parenting, relationship and social skills. 8 hours of instruction and practice. Bachelor's level coaches and Master's level therapists.</p> | <p>of child safety, 13) Appropriateness and need of ongoing services or therapeutic recommendation, and 14) Therapist's/clinician's/provider's signature.</p> <p>Discharge Summary - Due within 10 business days following close of service. Report will include documentation of outcome of services, achievement of treatment objectives, and recommendation for family.</p> <p>Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.</p> | |
| 20 | Foster Parent and Kinship Provider Consultation (in-office with Therapist) | Same as above except in-office. | Same as above. | \$95.00 per hour |
| 21 | Foster Parent and Kinship Provider Consultation (with Coach) | Same as above except in-office and in-home and with a Coach. | Same as above. | \$80.00 per hour |
| 22 | Foster Parent and Kinship Provider Training and Psycho-education (home-based; 3 hour class) | Psycho-education for foster parent/kinship provider regarding impact of trauma, abuse and neglect, transition impacts on children, navigation | Same as above. | \$480.00 per class |

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| | | <p>of mental health system, biological family reunification, and developmental expectations. Provides education, role modeling, information about community resources, and effective parenting training. Includes these topics: brain development and appropriate behaviors, how a traumatized brain heals, understanding defiance and learned survival, effective consequences for teenagers impacted by abuse or neglect, skills rather than punishment, developmental age versus chronological age, resiliency, review of grief and loss that occurs in transition, viewing and discussion of videos, teaching how to support foster children in transition, navigation of mental health system, and family reunification. Goals include reduced placement disruption, increased understanding of trauma, increased family functioning, increased foster parent competency and confidence, and improved foster parenting, relationships and skills.</p> | | |
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| 23 | Foster Parent and Kinship Provider Training and Psycho-education (home-based; 11 hour class) | Same as above. | Same as above. | \$1,760.00 per class |
| 24 | The Truth About Sexually Abusive and Sexually Reactive Youth Training | For current foster parents and adults seeking foster parent certification. Provides information about normative, concerning and problematic behaviors, dispels myths, and provides accurate information about what is required to provide care for these youth. Goals include community safety, preservation of placement to minimize disruption, increased willingness and ability of foster parents to care for these youth, and divert residential placement or support step-down from residential to foster placement. 3 hour class. Licensed Master's level clinicians with associate or fully operating Sex Offender Management Board (SOMB) approval. | Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews. | \$320.00 per 2-hour class |
| 25 | Youth with Problematic Sexual Conduct (in-home with Therapist) | Services for youth 8-18 years old and their families verbalizing a strong commitment to actively participate in a combination of offense specific therapy and coaching services. Builds on | Treatment Plan - Completed within two (2) weeks of intake/assessment for child(ren) and family treatment objectives and outcomes including target dates from Referral. Plan is subject to Department approval. | \$125.00 per hour |

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| | | <p>existing family strengths and helps family address safety concerns. Services include: 1) successfully integrating SOMB-guided offender treatment with evidence-based treatment including Trauma Focused CBT and High Fidelity Wrap Around, 2) reduce problematic behaviors, 3) strengthen protective and resiliency factors, 4) provide effective communication with community partners including school safety plan, 5) offense specific assessment including J-SOAP, psychosexual evaluations and polygraph, 6) integration of mental health treatment with offense specific treatment, and 7) well-coordinated treatment with victim therapists and support systems. Case management and communication are provided. Following initial assessment, treatment plan is completed. Goals are to prevent out-of-home placement, promote safety for victim, youth, family and community, successful completion of treatment plan, and increase personal health for offending youth. Service is typically 6-8 months with 2-3</p> | <p>Monthly Report - Written reports detailing specific treatment progress toward goals. An example is provided in Attachment A3, but any report must include: 1) Client name, 2) Court case number, if known and applicable, 3) Department Case Worker's name, 4) Clinician's/provider's name, 5) Date(s) of service, 6) Date(s) of missed sessions, 7) All family members receiving services, 8) Level of family participation, if appropriate, 9) Initial service goal(s), 10) Weekly or monthly progress, 11) Concerns or barriers to achieving goals, 12) Ongoing assessment of child safety, 13) Appropriateness and need of ongoing services or therapeutic recommendation, and 14) Therapist's/clinician's/provider's signature.</p> <p>Discharge Summary - Due within 10 business days following close of service. Report will include documentation of outcome of services, achievement of treatment objectives, and recommendation for family.</p> <p>Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.</p> | |
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| | | hours per week in home with clinician, and a minimum of 4 hours per week of Bachelor's level training, coaching and accountability targeting safe and healthy behavior. Master's level clinician actively listed with the SOMB. | | |
| 26 | Youth with Problematic Sexual Conduct (in-office with Therapist) | Same as above. | Same as above. | \$95.00 per hour |
| 27 | After-care (Master's level therapist in-home) | Individual and family therapy and support services to allow reunification where feasible. Promotes successful transition of child(ren) to home or another permanent placement from a higher level of care. General assessment will determine service focus, and mental health assessment will evaluate therapeutic needs for youth and family, and assist with treatment plan development. Other assessments may be implemented if indicated. Goals include: 1) treating emotional and behavioral symptoms associated with trauma and mental health disorders, 2) education on trauma and mental health, 3) helping to develop | Monthly Report - Written reports detailing specific treatment progress toward goals. An example is provided in Attachment A3, but any report must include: 1) Client name, 2) Court case number, if known and applicable, 3) Department Case Worker's name, 4) Clinician's/provider's name, 5) Date(s) of service, 6) Date(s) of missed sessions, 7) All family members receiving services, 8) Level of family participation, if appropriate, 9) Initial service goal(s), 10) Weekly or monthly progress, 11) Concerns or barriers to achieving goals, 12) Ongoing assessment of child safety, 13) Appropriateness and need of ongoing services or therapeutic recommendation, and 14) Therapist's/clinician's/provider's signature. | \$115.00 per hour |

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| | | <p>coping tools, 4) equipping caretakers with knowledge and methods to provide trauma-informed parenting, 5) psycho-education that increases understanding of unhealthy patterns and how to change them, 6) reducing conflict and teaching positive communication skills, 7) facilitating communication, 8) assisting caretakers to create a nurturing, healthy environment, 9) implementing learned parenting skills, and 10) implementing learned life skills. Anticipated length of service is 3-6 months but may vary based on need.</p> | <p>Discharge Summary - Due within 10 business days following close of service. Report will include documentation of outcome of services, achievement of treatment objectives, and recommendation for family.</p> <p>Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.</p> | |
| 28 | After-care (Master's level therapist in-office) | Same as above. | Same as above. | \$90.00 per hour |
| 29 | After-care (Coaching, Bachelor's level) | Same as above. | Same as above. | \$80.00 per hour |
| 30 | Sex Abuse Therapy – Individual, In-home | <p>Trauma informed intervention to address issues and behaviors related to sexual abuse victimization, dysfunction, and perpetration, and to prevent further abuse and victimization. Strengths-based, family-focused, accountable, relationship-oriented service used to reach treatment goals. Risk</p> | <p>Treatment Plan - Completed within two (2) weeks of intake/assessment for child(ren) and family treatment objectives and outcomes including target dates from Referral. Plan is subject to Department approval.</p> <p>Monthly Report - Written reports detailing specific treatment progress toward goals. An example is provided in</p> | \$130.00 per hour |

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| | | <p>assessment done through risk evaluations and clinical insight, ongoing team and family collaboration, treatment progress, and behavioral observations. Referral for polygraph, arousal measurement, psychological and psychiatric services are made as necessary and appropriate. Uses TF-CBT, CBT, Psycho-education and Family Systems Therapy, risk assessment and safety planning, Informed Supervision Training, and relapse prevention planning. Provides interactive education and interactive tools to help identify and address safety concerns; promote disclosure of abusive behavior and address client victimization; assist in the development of empathy for victims; and establish health coping skills. When possible and appropriate, will work with victim's therapist. Goals include: 1) completion of treatment plan, 2) youth maintaining healthy boundaries and accountability, 3) prevent out-of-home placement, 4) reduce risk of offending measure by JSOAP, and 5) improved</p> | <p>Attachment A3, but any report must include: 1) Client name, 2) Court case number, if known and applicable, 3) Department Case Worker's name, 4) Clinician's/provider's name, 5) Date(s) of service, 6) Date(s) of missed sessions, 7) All family members receiving services, 8) Level of family participation, if appropriate, 9) Initial service goal(s), 10) Weekly or monthly progress, 11) Concerns or barriers to achieving goals, 12) Ongoing assessment of child safety, 13) Appropriateness and need of ongoing services or therapeutic recommendation, and 14) Therapist's/clinician's/provider's signature.</p> <p>Discharge Summary - Due within 10 business days following close of service. Report will include documentation of outcome of services, achievement of treatment objectives, and recommendation for family.</p> <p>Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.</p> | |
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| | | mental health. Therapy adheres to SOMB standards. | | |
| 31 | Sex Abuse Therapy – Individual, In-office | Same as above. | Same as above. | \$95.00 per hour |
| 32 | Sex Abuse Therapy – Family, In-home | Same as above. | Same as above. | \$130.00 per hour |
| 33 | Sex Abuse Therapy – Family, In-office | Same as above. | Same as above. | \$95.00 per hour |
| 34 | Sex Abuse – Informed Supervision | Training minimally includes: 1) history of SOMB, 2) principles of treatment with emphasis on community safety, 3) need for Informed Supervision, 4) victim confidentiality, 5) sexual offending behaviors overview, 6) current laws, 7) seriousness of juvenile offending, impact and priorities, 8) cycles of behavior, 9) role of MDT in decisions, 10) safety plans, 11) high risk patterns, and 12) community supervision and treatment. Goals include: 1) community safety, 2) parent/caregiver understanding of standards and guidelines, and demonstrated willingness and ability to provide Informed Supervision, and 3) decreased risk and improved personal health. 3 hour training. Provided by an Informed Supervision trained | Same as above. | \$300.00 per training |

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| | | professional and supervised by SOMB qualified supervisor. | | |
| 35 | Intensive Family Therapy (In-home) | Short-term, family-centered therapy used to focus on destructive family relationship patterns and define new ones. Concentrates on resolving presenting problems. May include individual therapy or a combination of 2 or more family members in the office or home. Incorporates measurable goals and outcomes consistent with Family Service Plan. Strengths-based and evidence-based services include TF-CBT and EMDR. Goals include: 1) improved family dynamics, 2) completion of treatment plan, 3) continued demonstration of home safety and stability reducing the risk of out-of-home placement or further Department involvement. Up to 3 hours per week. | Same as above. | \$120.00 per hour |
| 36 | Intensive Family Therapy (In-office) | Same as above. | Same as above. | \$95.00 per hour |
| 37 | Mental Health Therapy – Individual, In-home | Assessment is used to determine therapeutic needs, and further assessments may be administered if indicated. Services are trauma-informed, evidence based, and focus on | Same as above. | \$120.00 per hour |

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| | | individual and family strengths. May include behavioral therapy principles and interventions, parent management training techniques, trauma-focused behavioral cognitive therapy (TF-CBT), play therapy, family systems interventions, EMDR, and DBT techniques. Goals include: 1) improved mental health, 2) improved individual functioning, 3) improved family functioning, and 4) completion of treatment plan. Master's level licensed clinician; or licensed, provisionally licensed, or under the supervision of a licenses professional. | | |
| 38 | Mental Health Therapy – Individual or Group, In-office | Same as above. | Same as above. | \$95.00 per hour |
| 39 | Mental Health Therapy – Family, In-home | Same as above. | Same as above. | \$120.00 per hour |
| 40 | Mental Health Therapy – Family, In-office | Same as above. | Same as above. | \$95.00 per hour |
| 41 | Day Treatment | For youth 7 through 18 years proficient in English with behavioral disorders, mental health issues, and/or problematic sexual behaviors whose behaviors interfere with adaptive | Intake/Assessment - Completed to determine appropriateness of service within 10 days of the service start date. Contractor will notify Department of assessment outcome when done for services to continue. | \$2,125.00 per month |

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| | | <p>community functioning and are not at greater risk of out-of-home placement. Focuses on skill development. Admission criteria include but are not limited to level of risk to family, victim and community; typology of juvenile; level of denial; intellectual functioning; secondary diagnostic features; and substance abuse issues. Provides educational services including special education and academic curriculum; clinical assessment services; individual, group, family and milieu therapies weekly; case management and on-going assessment of family transitional services; transportation to and from school within 15 miles; and 24 hour on-call assistance. Goals include: 1) credit recovery, 2) improved school emotional and behavioral functioning, 3) return to home school prepared for academic and interpersonal success, and 4) maintain positive home and community relationships. Clinicians are Master's level licensed clinician; or licensed, provisionally licensed, or under</p> | <p>Treatment Plan - Completed within two (2) weeks of intake/assessment for child(ren) and family treatment objectives and outcomes including target dates from Referral. Plan is subject to Department approval.</p> <p>Monthly Report - Written reports detailing specific treatment progress toward goals. An example is provided in Attachment A3, but any report must include: 1) Client name, 2) Court case number, if known and applicable, 3) Department Case Worker's name, 4) Clinician's/provider's name, 5) Date(s) of service, 6) Date(s) of missed sessions, 7) All family members receiving services, 8) Level of family participation, if appropriate, 9) Initial service goal(s), 10) Weekly or monthly progress, 11) Concerns or barriers to achieving goals, 12) Ongoing assessment of child safety, 13) Appropriateness and need of ongoing services or therapeutic recommendation, and 14) Therapist's/clinician's/provider's signature.</p> <p>Discharge Summary - Due within 10 business days following close of service. Report will include documentation of outcome of services, achievement of</p> | |
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| | | the supervision of a licenses professional. Education staff are minimum Bachelor's level under the supervision of CDE approved professional. | <p>treatment objectives, and recommendation for family.</p> <p>Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.</p> | |
| 42 | Supervised Family Time – parent or sibling | <p>Purpose is to ensure safety of child and strengthen the protective capacity of parents. Includes parenting assessment that highlights strengths, needs and risks of each parent which guides family time supervisor in plan development. Feedback and intervention provided with role modeling to assist in improved parenting skills. Supervised sibling family time are provided by a trained Bachelor's degree level professional.</p> | <p>Treatment Plan - Completed within two (2) weeks of intake/assessment for child(ren) and family treatment objectives and outcomes including target dates from Referral. Plan is subject to Department approval.</p> <p>Monthly Report - Written reports detailing specific treatment progress toward goals. An example is provided in Attachment A3, but any report must include: 1) Client name, 2) Court case number, if known and applicable, 3) Department Case Worker's name, 4) Clinician's/provider's name, 5) Date(s) of service, 6) Date(s) of missed sessions, 7) All family members receiving services, 8) Level of family participation, if appropriate, 9) Initial service goal(s), 10) Weekly or monthly progress, 11) Concerns or barriers to achieving goals, 12) Ongoing assessment of child safety, 13) Appropriateness and need of ongoing services or therapeutic recommendation, and 14)</p> | \$79.00 per hour |

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| | | | <p>Therapist's/clinician's/provider's signature.</p> <p>Discharge Summary - Due within 10 business days following close of service. Report will include documentation of outcome of services, achievement of treatment objectives, and recommendation for family.</p> <p>Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.</p> | |
| 43 | Supervised Family Time – therapeutic, in-office parent or sibling | Same as above except therapeutic parenting family time provides a goal-focused time for parent and child or sibling group for therapeutic intervention, skill building and training. May occur in community. Following initial assessment meeting and observation, parents and therapist collaborate to identify skill building areas, and develop goals and tasks for each parenting family time. Sibling family time includes age appropriate guidance and interventions to foster healthy bonds. Therapeutic sibling family time provides clinically | Same as above. | \$95.00 per hour |

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| | | guided, goal-focused time. Outcomes include: 1) improvement of health parent-child and sibling relationships, 2) child safety, and 3) increased parental ability to recognize child's cues. Therapeutic Parenting Time is provided by a Master's or Bachelor's level therapist. Therapeutic sibling visitation is provided by a Master's level therapist. | | |
| 44 | Supervised Family Time – therapeutic with transportation, in-office parent or sibling, or in-home | Same as above. | Same as above. | \$120.00 per hour |
| 45 | One-on-One Staffing-Awaiting Emergency Department Hospitalization | When youth in a qualified residential treatment program (Q RTP) or residential child care facility (RCCF) is awaiting hospital emergency department admission, Contractor will provide one-on-one staffing at the hospital until the youth is admitted. | Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews. | \$45.00 per hour Rate applies regardless of day of the week, time of day, or length of time needed. Rate also applies to drive time to and from the hospital if needed. If drive time is needed and two staff are in attendance only one person's time will be invoiced. |
| 46 | One-to-one staffing – | Contractor will provide one-to-one individualized supervision in | Monthly Report - Written reports detailing specific treatment progress | \$45.00 per hour |

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| | for QRTP and RCCF Youth | <p>order to increase the client's engagement, safety, and regulation within the program. Will provide a multitude of interventions to meet the client's needs, while assisting the client to practice and develop effective coping skills strategies and healthy relationship skills. Monthly reassessments will be held to consider reduction in hours. Indicators of success are: 1) Increased engagement, 2) Increased safety, 3) Increased regulation, and 4) Decreased one-to-one hours.</p> | <p>toward goals. An example is provided in Attachment A3, but any report must include: 1) Client name, 2) Court case number, if known and applicable, 3) Department Case Worker's name, 4) Clinician's/provider's name, 5) Date(s) of service, 6) Date(s) of missed sessions, 7) All family members receiving services, 8) Level of family participation, if appropriate, 9) Initial service goal(s), 10) Weekly or monthly progress, 11) Concerns or barriers to achieving goals, 12) Ongoing assessment of child safety, 13) Appropriateness and need of ongoing services or therapeutic recommendation, and 13) Therapist's/clinician's/provider's signature.</p> | |
| 47 | <p>Rapid Response-Crisis Intervention Program- (In-home)</p> <p>Treatment Package High (7-9 hours per week)</p> | <p>Short-term, preventative mental health assessment and intervention services to youth and families with the intentions of bridging access to care and reducing further need for intervention by county social services.</p> <p>Treatment Packages include 75% face-to-face time with family and 25% other duties, including but not limited to Team Decision Meetings, Administrative Review</p> | <p>Intake/Assessment - Completed to determine appropriateness of service within 10 days of the service start date. Contractor will notify Department of assessment outcome when done for services to continue.</p> <p>Treatment Plan - Completed within two (2) weeks of intake/assessment for child(ren) and family treatment objectives and outcomes including target dates from Referral. Plan is subject to Department approval.</p> | \$5,070.00 per month |

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| | | <p>Conferences, Case Management, resource and community support building, and MDT related activities.</p> | <p>Monthly Report - Written reports detailing specific treatment progress toward goals. An example is provided in Attachment A3, but any report must include: 1) Client name, 2) Court case number, if known and applicable, 3) Department Case Worker's name, 4) Clinician's/provider's name, 5) Date(s) of service, 6) Date(s) of missed sessions, 7) All family members receiving services, 8) Level of family participation, if appropriate, 9) Initial service goal(s), 10) Weekly or monthly progress, 11) Concerns or barriers to achieving goals, 12) Ongoing assessment of child safety, 13) Appropriateness and need of ongoing services or therapeutic recommendation, and 14) Therapist's/clinician's/provider's signature.</p> <p>Discharge Summary - Due within 10 business days following close of service. Report will include documentation of outcome of services, achievement of treatment objectives, and recommendation for family.</p> <p>Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.</p> | |
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| 48 | Rapid Response- Crisis Intervention Program- (In-home) Treatment Package Moderate (4-6 hours per week) | Same as above | Same as above | \$3,380.00 per month |
| 49 | Rapid Response- Crisis Intervention Program- (In-home) Treatment Package Low (2-3 hours per week) | Same as above | Same as above | \$1,690.00 per month |
| 50 | Rapid Response- Crisis Intervention Program- (In-office) Treatment Package High (7-9 hours per week) | Same as above except for location | Same as above | \$3,705.00 per month |
| 51 | Rapid Response- Crisis Intervention Program- (In-office) Treatment Package Moderate (4-6 hours per week) | Same as above except for location | Same as above | \$2,470.00 per month |
| 52 | Rapid Response- Crisis Intervention Program- (In-office) | Same as above except for location | Same as above | \$1,235.00 per month |

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| | Treatment Package Low (2-3 hours per week) | | | |
| 53 | Family Partnership Meetings (FPM) | Attendance at the FPM at the Department's request. Generally, a 1 hour meeting every 90 days, but may vary based on case. Attendance may be done via phone or video call. | Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews. | Rate will be reimbursed at the same hourly rate as the service listed in the referral that caused the Department to invite Contractor to FPM (up to \$100/hour). To be billed in 15-minute increments. |
| 54 | Court Testimony (for staff holding a Bachelor's or Master's, or less) | With proper notice, staff will waive formal service of a subpoena and provide court testimony about services rendered under this Contract including Contractor's opinions and/or observations. This applies when the Department subpoenas the Contractor (as opposed to client's counsel, the State, or District Attorney for example). The rate outlined in this Attachment applies if the service is provided to the client regardless of whether the Contractor was paid for the | Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews. | Court Testimony- \$75.00 per hour, or as mutually agreed upon by the Contractor and the County Attorney's Office. If Contractor is released from subpoena within 24 hours or less of the scheduled testimony time, they may invoice for up to one hour of court testimony. No charges will apply if the subpoena is released more than 24 hours before the scheduled testimony time. |

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| | | service by Medicaid, CHP+, or other third-party insurance. | | <p>Preparation Time: \$37.50 per hour, up to the amount of preparation time agreed upon with the County Attorney's Office upon receipt of the subpoena.</p> <p>Drive Time: \$18.75 per hour.</p> <p>All time is billable in 15-minute increments.</p> |
| 55 | Court Testimony (for Staff licensed as an MD, Psychiatrist, LCSW, LPC, LMFT or Psychologist) | Same as above. | Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews. | <p>Court Testimony: \$200.00 per hour, or as mutually agreed upon by the Contractor and the County Attorney's Office. If Contractor is released from subpoena within 24 hours or less of the scheduled testimony time, they may invoice for up to one hour of court testimony. No testimony charges will apply if the subpoena is released more than 24 hours before the scheduled testimony time.</p> |

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| | | | | <p>Preparation Time: \$100.00 per hour, up to the amount of preparation time agreed upon with the County Attorney's Office upon receipt of the subpoena</p> <p>Drive Time: \$50.00 per hour. All time is billable in 15-minute increments.</p> |
|--|--|--|--|--|

EXHIBIT A4 REFERRAL FOR SERVICES

R550

Colorado Department of Human Service
Trails System Report
Division of Child Welfare
Service Referral Form - CW/DYC

General Information

CW Service Referral

Referral ID/Case ID: 123456 **Referral/Case Name:** Brane **Case Open or Referral Date:** 04/14/2011
Created By: **Worker:** Wilson, Brad
Created Date: 07/21/2011 **Email Address:**
Phone Number:
County Name: Douglas

Individuals Referred

| <u>Client(s) Name</u> | <u>Date of Birth</u> | <u>Age</u> | <u>Gender</u> | <u>State ID</u> | <u>Client ID</u> |
|-----------------------|----------------------|------------|---------------|-----------------|------------------|
| Melon Brane | 08/08/1994 | 16 | Male | G95959 | 251111 |
| Edgar Brane | 06/09/1963 | 48 | Male | | 251112 |
| Somar T. Brane | 05/31/1964 | 47 | Male | | 251113 |

Contact Information

Name: Edgar Branes **Home Phone:** (303) 668-6868
Address: 444 Common Sense DR
Highlands Ranch CO 80126 **Work Phone:**

Provider Contact Information

Provider ID: 95968 **Provider Name:** Magic Wand Counseling
Provider Address: 166 South Colorado
Suite 200
Denver, CO 80220 **Provider Phone:** (303) 946-4654
Service Category: Core Services **Service Type:** Multi Systemic Therapy
Funding Source: Core
Srvc Ref Start Date: 07/21/2011 **Srvc Ref End Date:** 10/21/2011
Reason for Referral: Melon was in placement at Youth Recovery Center. MST is part of the approved after care program. Permanency goal is to remain home. Primary drugs of choice are alcohol and marijuana.
Services Requested:

Units Authorized

Service Detail: Treatment Package-Intensive **Start Date:** 07/21/2011
Unit Type: MONTHLY **End Date:** 10/21/2011
Units Authorized: **Per:** **Selected Rate:** \$1,200.00
Adjusted Rate:

EXHIBIT A5
MONTHLY REPORT EXAMPLE

Provider/ Company Name
Provider Address
Provider email and phone

Client: Name
Therapist: Name
Reporting Month: Month
Case Worker: Name
Sessions Dates: List dates of service
Missed Sessions: List dates of missed appointments
Level of family participation: indicate if Low Medium High

Initial Goals of Service: Indicate why services were referred and goals of service.

Progress: Yes No Partial

Notes: Give progress update here.

Concerns and Ongoing Service: indicate reason services are either still needed or are closing out. what is left to work on in therapy. Treatment goals etc.

Therapist Recommendations: Therapeutic recommendations to include any recommended changes to referral or frequency of service etc.

Therapist: sign and date

EXHIBIT B
SCOPE OF SERVICES AGREEMENT 2025-2026
SHILOH HOME, INC. dba SHILOH HOUSE

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

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

WHEREAS, the County is undertaking certain activities in its role as the local Human Services Agency, in accordance with Colorado State laws and mandates; and

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

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

1. **MASTER SERVICES AGREEMENT:** This SOSA is subject and subordinate to the terms and conditions specified in the MSA, executed between the County and Contractor on April ____, 2025.
2. **SCOPE OF WORK:** All services described in Exhibit B1, attached hereto and incorporated herein, shall be performed by Contractor.
3. **MAXIMUM CONTRACT LIABILITY:** Any other provisions of this SOSA notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is Five Hundred and One Thousand, Four Hundred and Fifty Seven Dollars (\$501,457.00) for the Term. Payment terms are as described in Exhibit B2. The County is not under obligation to make any future apportionment or allocation to this SOSA. Any potential expenditure for this SOSA outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

Federal rule prohibits entities from supplanting, i.e., replacing or substituting, state or local funds with federal funds. Therefore, if the Contractor is already receiving state or local funds for a specific purpose described in Exhibit B1, the Contractor attests by virtue of executing this Public Contract for Services that they will not now use payments made under this Contract (which include federal funds) to cover costs related to those services that were previously covered by state or local funds. Federal funds may be used to supplement existing state or federal funds, but not replace them.

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

In the event that third-party payment is available for any service described in Exhibit B1 and the Contractor agrees to accept that payment, said compensation is payment in full. The Contractor will not subsequently invoice the County for any shortfall in third-party payments. Examples of third-party payors include Medicaid or Children's Health Plan from any state, private health insurance, victim's compensation, trust fund or disability trust, or settlement. Amounts paid by third-parties do not count against the Maximum Contract Expenditure.

In select circumstances if the Contractor accepts private insurance for a service described in Exhibit B1 and as mutually agreed upon between the Contractor and the County, should a client co-pay or deductible be due to the Contractor, the County will pay the client's co-pay and/or deductible. Such payments do count against the Maximum Contract Expenditure. Prior to this being considered, the Contractor agrees to verify allowable covered benefits, co-pays, and/or deductibles. The County will provide written approval should this circumstance be approved.

4. **TERM:** It is mutually agreed by the parties that the term of this SOSA shall commence as of 12:01 a.m. on June 1, 2025 and terminate at 11:59 p.m. on May 31, 2026. This SOSA and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.
5. **COUNTY EXECUTION OF AGREEMENT:** This SOSA is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

(Remainder of Page Intentionally Blank)

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

SHILOH HOME, INC. dba SHILOH HOUSE

BY: _____
Steven Ramirez, CEO

DATE: _____

EXHIBIT B1

The Family Resource Pavilion is fully owned and operated by Shiloh Home Inc. located at 9700 E. Easter Lane, Centennial, CO 80112.

A. Scope for initial assessment of out-of-home placement and/or transition to community-based services

1. The Contractor shall provide four (4) Residential Child Care Facility (RCCF) beds for the exclusive use of Douglas County Department of Human Services (DCDHS) youth male and/or female ages eight (8) through seventeen (17). Shiloh House is committed to providing a safe, supportive and nurturing environment for youth. For this to occur, Shiloh House must be able to meet the needs of youth who come into our care. The existence of one of the following issues will result in the Family Resource Pavilion.
2. Respite Program (RCCF) criteria for not being able to admit a youth into the program:
 - a. Violent crime offender
 - b. Registered as a Juvenile who has committed a sexual offense or is a juvenile known to have committed a sexual offense.
 - c. Ongoing medical issues that cannot be supervised/managed by our trained staff members or youth refusing medical services.
 - d. Actively demonstrating suicidal, homicidal or psychotic behaviors
 - e. Females with elevated risk pregnancies or those at imminent risk of delivering.
 - f. Significantly impaired by substance use requiring medical intervention and clearance for safety.
 - g. Severely limited cognitive abilities.
 - h. The inability or a significantly impaired ability to understand and/or communicate in English.
 - i. Youth under the age of eight (8) or older than the age of seventeen (17).
3. Shiloh House will work with the county caseworkers and/or parents to help find a treatment alternative if youth cannot be admitted into the Family Resource Pavilion-Respite Program.

B. Respite Programming (RCCF):

1. Within forty-eight (48) standard business hours the Contractor agrees to hold a facilitated family meeting, complete an assessment of the youth's mental health needs and family needs surrounding therapeutic intervention. If determined appropriate by the Contractor and the County Caseworker, the Contractor will attempt to immediately provide community-based interventions including home-based therapy within the forty-eight (48) hours even if the child (ren)/youth are not back in the home, unless otherwise determined that it is not safe.
2. Within the initial seven (7) days the child/youth can transition between the facility and his/her residence with Douglas County Department of Human Services Caseworker approval provided services are being provided to the family and child/youth through an agreed-upon provider which may include the Contractor. Such services may include, home-based individual therapy, home-based family therapy, transportation from the facility to the child/youth's educational setting, life skills, supervised

- visitation, therapeutic visitation, and educationally based services and support if necessary.
3. During the 7-day assessment period the facility will coordinate a referral to the Mental Health provider for a mental health/medication evaluation if determined appropriate.
 4. Within 48 hours of placement the facility will utilize a clinical staffing or Family Partnership Meeting involving the multidisciplinary team (which includes, the child/youth, County Caseworker, Shiloh House staff, Legal Guardian, and if necessary Probation Department, Guardian ad Litem, Diversion Program, and/or Pretrial services, and identified family supports) to discuss recommendations for treatment and a transition to the community. The facility agrees that the child/youth may return home prior to the 48-hour mark if approved by the Department Caseworker.
- C. Scope of work when the contractor is providing RCCF/Respite Care while the child(ren) youth is initially placed at the facility, or a determination is made the child/youth shall remain in RCCF care beyond 7 days:
1. The Contractor shall provide four (4) Residential Child Care Facility (RCCF) beds for the exclusive use of DCDHS youth male and/or female ages eight (8) through seventeen (17) excluding; registered sex offenders, or psychotic and suicidal youth.
 2. The Contractor shall arrange and document medical and dental appointments. Medical appointments shall be scheduled within fourteen (14) days of admission and dental examination shall be scheduled within thirty (30) days of admission.
 3. The Contractor shall obtain approval from the child/youth's parent or authorized Douglas County Director or designee for non-routine or emergency medical and/or dental care. Surgical authorizations are to be requested in a timely manner and emergency medical and dental interventions need to be reported to the Douglas County Department of Human Services and the Legal Guardian immediately.
 4. In the event that the child(ren)/youth requires educational services; the facility will provide on grounds school; immediately requesting any Individual Learning Plan or Individual Education Plan through the appropriate school district.
 5. If the child (ren)/youth are receiving educational services in the community; the Contractor agrees to provide transportation to and from the child(ren)/youth's educational setting/ home school unless otherwise determined in a BID meeting.
 6. All personal items and clothing brought to the Contractor at the time of placement shall be inventoried and documented in the youth's file and reviewed at the time of discharge.
 7. The Contractor shall obtain approval from the child(ren)/youth's legal guardian/custodian and DCDHS prior to the child(ren)/youth being placed on any psychiatric or psychotropic medications. DCDHS will provide the Contractor with a response within forty-eight (48) hours. When there is a change in dosage of medication, DCDHS must be notified; however, prior approval is not necessary.
 8. The Contractor shall fill prescriptions as needed and must lock up all medication(s).
 9. The Contractor agrees to contact mental health or law enforcement authorities if deemed that the youth's behavior poses imminent danger to self or others. The Contractor will not remove a child (ren)/youth from the facility without approval from DCDHS unless under a mental health hold or by law enforcement in an emergency.
 10. The Contractor is not equipped to provide mental health stabilization if a child (ren)/youth require hospitalization due to threats to self-harm or seriously harm others. Any child (ren)/youth threatening to harm themselves, expressing suicidal ideation,

suicidal or homicidal statements shall be immediately evaluated by a qualified professional.

11. The Contractor is not equipped to provide inpatient detox services for juveniles. If a child (ren)/youth enters placement under the influence of alcohol or drugs and deemed to be unsafe or in need of medical care; the child will be taken an emergency room or juvenile detox facility.

D. Reporting Abuse/Neglect and Critical Incidents

1. The Contractor will report immediately to DCDHS and/or local investigating agency when there exists reasonable cause to believe that a child(ren)/youth has been abused or neglected.
2. The Contractor will immediately notify DCDHS if a child(ren)/youth is injured and/or runs away from placement.
3. The Contractor will notify the legal guardian/custodian and DCDHS immediately if the child(ren)/youth becomes dangerous to themselves or others requiring further evaluation for potential hospitalization.

E. Colorado Department of Human Services Rules and Regulations

1. The Contractor and Douglas County Department of Human Services Department shall conform with and abide by all rules and regulations of the Colorado Department of Human Services, the Department of Health Care Policy and Financing (if appropriate), the State of Colorado and any federal laws and regulations, as such, which may be amended from time to time, and shall be binding on Contractor.
2. The Contractor shall maintain current Residential Child Care Facility license and maintain license requirements as specified under State Law and Rule.

F. Confidentiality

1. Both parties acknowledge that information obtained and exchanged about clients in the performance of this contract is confidential. Both parties will protect all confidential information pursuant to the requirements of the state and federal law. Both parties acknowledge that the release of this information is subject to the requirements of federal and state law.

G. Credentialing Criteria

1. The Contractor shall obtain reference and background checks, including fingerprint-based police (CBI and/or FBI) checks if required by statute or regulation, check of Department records (Child Welfare), Sexual Offender Registry checks and receive, at a minimum, preliminary results before assigning/hiring employees/subcontractors to perform under this contract. If County becomes dissatisfied with the Contractor's employee(s)/subcontractor(s), the County will notify of its concerns about the employee(s)/subcontractor(s). Disciplinary measures, if any, will be the sole responsibility of the Contractor. However, if the concerns/issues cannot be resolved to the County's satisfaction, the Contractor's employee(s)/subcontractor(s) may not be allowed to provide services under this contract.

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EXHIBIT B2 METHOD OF PAYMENT

1. Guarantee Bed Rate

The Department of Human Services agree to pay up to the maximum contract expenditure as follows:

| # | Services | Budget |
|---|---|--------------|
| 1 | Four (4) guaranteed beds (State daily bed rate is \$326.34) | \$476,456.40 |
| 2 | Funds may be used as follows: a) Additional bed with Administrator approval only with length of stay defined (State daily bed rate is \$326.34), and b) To accommodate an increase in the daily bed rate as published by the Colorado Department of Human Services (CDHS) via an Information Memo. If this State rate increases an Amendment to this contract is not required as long as the maximum contract expenditure is not surpassed. The effective date of the rate increase is the date of the CDHS Information Memo or the date specified within the Information Memo. | \$25,000.00 |
| | Total | \$501,456.40 |

The Contractor will not be paid for beds that are paid for by the State, private insurance or another County Department of Human/Social Services.

2. Invoices must be submitted by the 15th of each month after the month in which service(s) were rendered, except June 2025 is due July 7, 2025. Failure to submit invoices timely or without required deliverables may result in non-payment.
3. The Department does not receive federal or state reimbursement for delinquent claims. **Contractors are encouraged to reconcile their accounts every sixty (60) days** to ensure all services have been invoiced and paid. **Delinquent invoices are subject to non-payment.**
4. Invoices and back-up documentation may only be sent via:
 - a) secure email to CWAccounting@douglas.co.us,
 - b) posted to the Department's OneDrive contractor folder, or
 - c) mailed to:

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

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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