

**MASTER SERVICES AGREEMENT (MSA)**  
**McLAUGHLIN COUNSELING LLC**

**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 **McLAUGHLIN COUNSELING LLC**, 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) #043-22 *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](mailto: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:

Maureen McLaughlin, Owner  
McLaughlin Counseling LLC  
12150 E. Briarwood Avenue, Suite 125  
Centennial, CO 80112  
[maureen@mclaughlincounseling.com](mailto:maureen@mclaughlincounseling.com)  
Phone: (720) 232-1651

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 B, 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:

- 1<sup>st</sup> This Agreement, Sections 1 through 36
- 2<sup>nd</sup> Exhibit A - SOSA and subsequent agreements and amendments  
(inclusive of Exhibit 1- Exhibit 6)
- 3<sup>rd</sup> Exhibit B – Insurance
- 4<sup>th</sup> Quality Time Together (QTT) Family Time Program 2025 (QTT TFT)-  
Guide to Therapeutic Family Time. If needed, the Guide may be updated  
as mutually agreed upon in writing without an Amendment being  
required.
- 5<sup>th</sup> Request for Qualifications (#043-22)
- 6<sup>th</sup> 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.

**McLAUGHLIN COUNSELING LLC**

**BY:** \_\_\_\_\_  
Maureen McLaughlin, Owner

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

**ATTEST: (if a corporation)**

**BY:** \_\_\_\_\_  
(Print name and title)

**SIGNATURE:** \_\_\_\_\_

**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**  
**McLAUGHLIN COUNSELING LLC**

**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 **McLAUGHLIN COUNSELING LLC** 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 released Request for Qualifications (RFQ) #043-22 *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 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 1, attached hereto and incorporated herein, shall be performed by Contractor.
3. **MAXIMUM CONTRACT LIABILITY:** Any other provisions of this SOSA notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is Nine Hundred Eighty Thousand Dollars (\$980,000.00) for the Term. Payment terms are as described in Exhibit 2. The County is not under obligation to make any future apportionment or allocation to this SOSA. Any potential expenditure for this SOSA outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

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

previously covered by state or local funds. Federal funds may be used to supplement existing state or federal funds, but not replace them.

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

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

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

4. **TERM:** It is mutually agreed by the parties that the term of this SOSA shall commence as of 12:01 a.m. on 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.

**McLAUGHLIN COUNSELING LLC**

**BY:** \_\_\_\_\_  
Maureen McLaughlin, Owner

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

**ATTEST: (if a corporation)**

**BY:** \_\_\_\_\_  
(Print name and title)

**SIGNATURE:** \_\_\_\_\_

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

## **EXHIBIT 1**

The Contractor agrees to provide service(s) and deliverables outlined herein and specifically listed in Exhibit 3. Services provided outside of this Exhibit 1 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 17 of this Contract, and/or senior member(s) of Contractor's organization, will attend meetings as requested by the Department to review contract performance or related issues should they arise.
- 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 6 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 4) for the person, services(s), unit(s), and rate(s) identified in Exhibit 3.
- 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 3. 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 3 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 2. The rates for services contained in Exhibit 3 will still apply as to any services provided under this paragraph.

### 5. Services and Deliverables

- a. Services and deliverables are listed in Exhibit 3.
- 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.
- d. QTT Family Time Group Email
  - i. When Contractor receives a referral, a group email will be created which will include the following participants:
    - 1) Parent
    - 2) Respondent Parent Counsel
    - 3) Respondent Parent Counsel Social Worker
    - 4) Parent Guardian ad Litem
    - 5) Department Caseworker
    - 6) Department Caseworker Supervisor
    - 7) County Attorney
    - 8) Child's Guardian ad Litem and/or Counsel for Youth
    - 9) QTT Family Time Supervisor(s),
    - 10) QTT Business Manager
    - 11) QTT Director
  - ii. The Group email will be used throughout the time that QTT services are being rendered for that parent(s), for purposes of consistent, timely, and helpful communication. Some examples include:
    - 1) When a parent misses a Family Time session.
    - 2) If a PAP is needed or needs to be considered.
    - 3) When a parent moves to Flex Status.
    - 4) When any important topics need to be shared, addressed, or discussed regarding Family Time.
  - iii. All participants and professionals involved will be asked to utilize the QTT Family Time Group email.
  - iv. Emails that involve professionals only should be sent separately.
- e. Grace Periods
  - v. If a parent is late to Family Time, QTT allows for a 15-minute grace period before Caregivers or QTT transport the children home.
  - vi. If a parent is in communication with QTT about running late, QTT may extend the grace period if it is reasonable for the children.
- f. No-Show Policy
  - i. A No-Show is defined as a parent's failure to arrive, failure to arrive in a reasonable time, or a same day cancellation.
  - ii. Family Time Supervisors will be partially compensated for no-shows. A no show rate equals one hour of the service that would have been offered.
  - iii. QTT will immediately notify parent(s) and professionals via the QTT Family Time Group email that the parent missed Family Time.
  - iv. If a parent No-Shows on three (3) occasions, they may be placed in a Flex Status, and the Department will not be charged for no-shows while the parent is in a Flex Status
- g. Flex Status
  - i. A parent will be moved to a Flex Status if they have a history of no-shows for their regularly scheduled Family Time.
  - ii. The Contractor will notify the QTT Family Time Group via email of the parent's Flex Status and the parent will have to contact the Contractor directly to sign up for a Flex Family Time session.



- iii. The parent will be required to confirm 24 hours before the Flex Family Time session so that the Contractor has time to arrange for the caregivers to bring the children.
- iv. Flex Family Time Sessions will be available two (2) sessions per week, for two (2) hours per session. Sessions will be held one (1) weekday evening and one (1) weekend and will be available to parents who have been moved to a Flex Status, or when the Department has an urgent need to schedule a family time session within 72 hours.
- v. Flex Family Time can accommodate two families simultaneously if deemed appropriate by the QTT supervisor. If it is not appropriate, QTT will seek to assign a second supervisor for that Flex Family Time session.
- vi. If a parent attends two (2) Flex Family Time sessions within thirty (30) days of one another, QTT may move them back to a regularly set Family Time schedule. This will include a return to their previous Family Time Plan, such as community or in-home locations, approved hours, etc.
- vii. Flex Family Time sessions can also be utilized by the Department when there is an urgent need to schedule a family within seventy-two (72) hours.
  - 1) The Department will need to inform the Contractor that they have booked a family for a Flex Session and submit the regularly require referrals within twenty-four (24) hours of the Flex Family Time session.
- viii. Flex Family Time sessions may also be used as make-up time for families.
- ix. The Cost of Family Flex Time is listed in Attachment A1. Administrative time spent on Family Flex Time is included in this rate.
- x. If the Contractor needs to add additional supervisors to a Flex Session due to the number of families or the needs of a particular family, the additional supervisors will be paid for their supervision at the rate of their open QTT referral.
- h. Parent Accountability Plan (PAP)
  - i. If a parent(s) is a no-show or is consistently late to a Family Time session on more than one occasion, the Contractor will notify the parent's and professionals via the QTT Family Time Group Email, referenced above in 5. Services and Deliverables, c. QTT Family Time Group Email.
  - ii. The Contractor will request that the parent(s) agree to a PAP by replying to the email in writing. Respondent Parent Counsel replies will be accepted.
  - iii. If requested, QTT will provide a phone staffing to discuss the concerns and to brainstorm what is necessary to ensure timely and consistent family time attendance.
  - iv. The PAP may be agreed upon by the parent (in writing) or a court order may be sought by the Department.
  - v. Often times, a PAP will require a parent(s) to arrive early to the QTT office or community location. Early arrival time will be based on how long travel time is for the caregiver and/or QTT supervisor to transport the children to the session location.
  - vi. QTT will charge when client contact begins in the case of early arrival.

- vii. If the parent(s) is compliant with the PAP for thirty (30) consecutive days, the PAP may be discontinued.
- i. Family Coaching
  - i. Family Coaching is targeted toward the whole family system in efforts to avoid the breakdown of kin-supervised family time and/or to strengthen parents' skills and abilities with their children.
  - ii. Family Coaching may occur in the home (of parents, caregivers, kin, etc.) but may also occur in the community or QTT office as appropriate. Elements of Family Coaching may occur virtually but typically the coaching will occur in person.
  - iii. QTT will meet with parent(s), kin, and children, as appropriate for an intake. Additional information will be provided by the Department and other professionals. After gathering the strengths and challenges, QTT will create a plan for the Family Time Coaching service to be approved by the Department. Coaching will occur two (2) to eight (8) hours per week and may include:
    - 1) Parenting Education- QTT will utilize aspects of the curriculum from Love and Logic, Nurturing Parenting, Everyday Parenting, and child development principles from the American Pediatric Association.
    - 2) Family Time Orientation-Services include an orientation among the parties (parents and kin) led by QTT. The purpose of the orientation would be to establish Family Time Expectations that all parties agree to during the meeting.
    - 3) Kin-Supervised Family Time Support- Coaching services can be utilized when extra support is needed in a kin-supervised family time setting. QTT will assess the current dynamic of family time and will work with parents and kin to improve dynamics so that kin-supervised family time can continue.
    - 4) Unsupervised Time Support- Coaching services can be utilized when parents are at an unsupervised status, or the children have returned home, and extra education and support are needed to preserve or promote the reunification.

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 2 METHOD OF PAYMENT

1. The Contractor will provide service(s) and deliverable(s) for the rate(s) listed in Exhibit 3 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 3 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 15<sup>th</sup> 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 3 and include the required deliverable(s) listed in Exhibit 3. 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](mailto: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](mailto:CWAccounting@douglas.co.us) when new invoices have been added to OneDrive or existing documents edited in OneDrive.

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**EXHIBIT 3**  
**SERVICES, DELIVERABLES AND RATES**

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

#	Service	Description	Deliverable(s)	Rate & Unit
1	Family Time Intake Assessment	Assessment to ascertain parenting abilities, strengths, needs, and potential risks. Results will be used to determine the level of supervision, support, and education to be provided to parents during family time. Will also outline recommendations for family time frequency, duration, locations and transportation needs. Includes intake with parent(s), caregiver(s), and child(ren) when appropriate; report and recommendations; and phone staffing with professional team to confirm plan. Two 90-minute sessions. Contact with parent and caregiver will be made within 24 hours of referral. Assessment and report completed within two (2) weeks of receipt of Trails referral.	Written Intake/Assessment - Completed to determine appropriateness of service within (2) two weeks of the service start date. Contractor will notify Department of assessment outcome when done for services to continue.  Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.	\$1,100.00 per episode
2	Therapeutic Family Time (office-based)	Provides a safe, child-friendly environment, which allows parents with high safety risks to have contact with children facilitated by therapist. (See	Treatment Plan - Completed within two (2) weeks of intake/assessment for child(ren) and family treatment objectives and outcomes	\$130.00 per hour  No-show rate is one hour of the

		<p>QTT TSV Guide for 6 high risk criteria)  Cognitive, emotional, and behavioral welfare of children will be enhanced during family time. Therapeutic visits will occur in office, unless a different location is necessary per Caseworker. Therapists will always be within earshot and line-of-sight. Therapists ensure child safety and confidentiality by assisting the transition between caregiver and parent. During sessions, therapist maintains the safety of the children, while educating, mentoring, and encouraging bonding and healthy parenting. Also provide role modeling to foster healthy parent-child interactions. As a result, parents can make positive changes in quality of each interaction with children and become ready for a step-down to a lower level of supervision. Occur in 3 month increments at Department discretion. Services will be re-evaluated by the professional team every 30 days. Includes debriefing before and after visits.</p>	<p>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 Exhibit 6, 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>service that would have been offered</p>
3	Therapeutic Family Time (home or community-based)	Same as above except location.	Same as above.	<p>\$150.00 per hour</p> <p>1-hour minimum for home/community-</p>

				<p>based family time.</p> <p>Rate includes cost of Contract staff transportation.</p> <p>No-show rate is one hour of the service that would have been offered</p>
4	Supervised Family Time (office-based)	<p>A safe, child-friendly environment which allows parents to engage in supervised contact with children. Services are used primarily when children are placed out-of-home because of child abuse or neglect. Ensures child safety and confidentiality by assisting the transition between caregiver and parent. Will always be within earshot and line-of-sight. Can occur in office, community or home settings per Caseworker agreement. During sessions, supervisors maintain the safety of the child while educating, mentoring, and training parents to encourage bonding and healthy parenting. Also provide role modeling to foster healthy parent-child interactions. As a result, parents can make positive changes in the quality of each parenting interaction with their children. If parents are successful in making positive changes,</p>	Same as above	<p>\$90.00 per hour</p> <p>No-show rate is one hour of the service that would have been offered</p>

		supervised family time can step down to monitored family time upon Department agreement. Occur in 3 month increments at the Department's discretion. Services will be re-evaluated by the professional team every 30 days. Includes debriefing before and after visits.		
5	Supervised Family Time (home or community-based)	Same as above except location.	Same as above.	<p>\$110.00 per hour</p> <p>1-hour minimum for home/community-based family time. Rate includes cost of Contract staff transportation.</p> <p>No-show rate is one hour of the service that would have been offered</p>
6	Monitored Family Time (office-based)	Lowest level of supervision before completely unsupervised contact begins. Appropriate when parents and children demonstrate safe interactions. Provide a range of oversight by the family time supervisor, which may include random pop-ins, scheduled check-ins, and/or partial supervision of sessions – either in person or virtually, depending on the	Same as above.	<p>\$55.00 per hour</p> <p>No-show rate is one hour of the service that would have been offered</p>



		needs of each family. In office monitoring occurs via video monitoring and random room pop-ins. Occur in 3-month increments at the Department's discretion. Services will be re-evaluated by the professional team every 30 days. Includes debriefing before and after sessions.		
7	Monitored Family Time (home or community-based)	Same as above except location. Typically occur in home but may occur in community.	Same as above.	<p>\$85.00 per hour</p> <p>Rate includes cost of Contract staff transportation.</p> <p>No-show rate is one hour of the service that would have been offered</p>
8	Family Coaching Service	<p>Family Coaching is targeted toward the whole family system in efforts to avoid the breakdown of kin-supervised family time and/or to strengthen parents' skills and abilities with their children.</p> <p>Family Coaching may occur in the home (of parents, caregivers, kin, etc.) but may also occur in the community or QTT office as appropriate. Elements of Family Coaching may occur virtually but typically the coaching will occur in person.</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 Exhibit 6, 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</p>	<p>\$120.00 per hour</p> <p>Regardless of location. No drive time will be charged.</p>

	<p>QTT will meet with parent(s), kin, and children, as appropriate for an intake. Additional information will be provided by the Department and other professionals. After gathering the strengths and challenges, QTT will create a plan for the Family Time Coaching service to be approved by the Department. Coaching will occur two (2) to eight (8) hours per week and may include;</p> <p>1) Parenting Education- QTT will utilize aspects of the curriculum from Love and Logic, Nurturing Parenting, Everyday Parenting, and child development principles from the American Pediatric Association.</p> <p>2) Family Time Orientation-Services include an orientation among the parties (parents and kin) led by QTT. The purpose of the orientation would be to establish Family Time Expectations that all parties agree to during the meeting</p> <p>3) Kin-Supervised Family Time Support- Coaching services can be utilized when extra support is needed in a kin-supervised family time setting. QTT will assess the current dynamic of family time and will work with parents and kin to improve dynamics so that</p>	<p>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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		<p>kin-supervised family time can continue.</p> <p>4) Unsupervised Time Support-Coaching services can be utilized when parents are at an unsupervised status or the children have returned home and extra education and support is needed to preserve or promote the reunification.</p>		
9	Transportation	<p>Transportation by Contractor of children and/or parents as approved in advance by the Department. (This does not include Contactor's staff transportation to/from services outlined in this Table since those corresponding rates reflect that expense.) Transportation will be charged whenever it occurs even if the session does not take place. In the event a parent(s) does not attend, the Parent Accountability Plan (PAP) will be updated to require that the parent confirm their next session date and time before the child(ren) is brought to the location.</p> <p>Accountability Plan (PAP) will prevent this from happening again because parents will need to confirm their visit ahead of time and/or arrive at the office before children are brought to the office, etc.</p>	Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.	<p>\$50.00 per hour</p> <p>Rate for actual drive time if Contactor transports child(ren) and/or parent(s). Billed round-trip from Contactor's office to visitation site. Rate is billable in 15-minute increments.</p>
10	Individual Therapy	Therapeutic service between a licensed therapist and a singular client with the	Treatment Plan - Completed within two (2) weeks of intake/assessment for child(ren) and	\$150.00 per hour

		<p>goal of achieving a mental, emotional, and behavioral state where children are kept safe from harm in any form. Modalities of treatment may include cognitive-behavioral therapy, solution-focused therapy, psychoeducation, and/or trauma-informed therapy to potentially include Eye Movement Desensitization and Reprocessing (EMDR). Referrals will identify the frequency and length of sessions needed. Generally, referrals will be for 90-minute sessions unless a two (2) hour session is necessary in a given week or for a certain period of time.</p>	<p>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 Exhibit 6, 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>	<p>This will be billed in 30-minute increments if needed, i.e., a 90-minute session will be invoiced at \$225.00 for the session.</p>
11	Flex Family Time (office-based)	Flex Family Time Sessions will be available two (2) sessions per week, for two (2) hours per session. Sessions will	Monthly Report - Written reports detailing specific treatment progress toward goals. An example is provided in Exhibit 6, but any report	\$150.00 per hour

	<p>be held one (1) weekday evening and one (1) weekend and will be available to parents who have been moved to a Flex Status, or when the Department has an urgent need to schedule a family time session within 72 hours.</p> <p>A parent will be moved to Flex Status if they have a history of no-shows for their regularly scheduled Family Time. The Contractor will notify the QTT Family Time Group via email of the parent's Flex Status and the parent will have to contact the Contractor directly to sign up for a Flex Family Time session. The parent will be required to confirm 24 hours before the Flex Family Time session so that the Contractor has time to arrange for the caregivers to bring the children.</p> <p>Flex Family Time can accommodate two families simultaneously if deemed appropriate by the QTT supervisor. If it is not appropriate, QTT will seek to assign a second supervisor for that Flex Family Time session.</p> <p>If more than one family is scheduled for Flex Family Time and that family requires a therapeutic supervisor, QTT will staff a therapeutic supervisor for Flex Family Time at the therapeutic rate</p>	<p>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>Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.</p>	<p>If two families are scheduled for Flex Family Time and a parent(s) No-Show's, the Department will not be charged a No-Show fee.</p> <p>If more than two families are scheduled for Flex Family Time and an additional supervisor is required, the No-show rate is one hour of the service that would have been offered.</p>
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		<p>and not the Flex Family Time rate. In the case of non-therapeutic family time, a non-therapeutic supervisor may be assigned, in which case billing will occur at the regular supervised family time rate.</p> <p>The Department is paying for a guaranteed supervisor at the hourly Flex Family Time rate for Flex Family Time Sessions. If a parent(s) no-show for a Flex Family Time session, the Department will only be responsible for paying the hourly rate for the guaranteed Flex Family Time hours only.</p>		
12	Professional Staffing  (In person, phone or virtual)	At the request of the Department, the Family Time provider may be requested to attend various professional case specific staffings to discuss various topics such as, 1) case progress, 2) issues and barriers, and 3) difficult cases that require additional coordination or work beyond normal check-in's and progress updates.	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.  Time will pro-rated into 15-minute increments.
13	Family Partnership Meetings (FPM)	Visitation provider will be invited to all FPMs, and will participate as their schedule allows and when there are items regarding visitation that are critical to the discussion. Regular (routine) visitation updates will be	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

		<p>provided in the monthly reports. However, if the Case Worker reaches out seven (7) days prior to the FPM, they can obtain a more current report or update. The most current report will be used in the FPM. Generally, a 1 hour meeting every 90 days, but may vary based on case. Attendance may be done via phone or video call.</p>		<p>caused the Department to invite Contractor to FPM (up to \$100/hour).</p> <p>Time will pro-rated into 15-minute increments with a one hour minimum.</p>
14	Court Testimony (for staff holding a Bachelor's or Master's, or less)	<p>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.</p> <p>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 service by Medicaid, CHP+, or other third-party insurance.</p>	Various - Documentation as requested to ensure continued quality improvement, e.g., quarterly outcome reports and utilization reviews.	<p>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</p>

				<p>before the scheduled testimony time.</p> <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. All time is billable in 15-minute increments.</p>
15	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.	\$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



				<p>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> <p>\$100.00 up to the amount of preparation time agreed to between Contractor and County Attorney's Office following receipt of subpoena.</p> <p>\$50.00 for drive time</p> <p>All time is billable in 15-minute increments.</p>
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## EXHIBIT 4 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 5**  
**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 6**  
**QTT Referral**

(See following two pages



## **QTT FAMILY TIME PROGRAM REFERRAL FORM**

McLaughlin Counseling, LLC

**CASEWORKERS PLEASE NOTE: A 45-day TRAILS referral must be approved by your supervisor and submitted to the accounting department before QTT will be able to contact clients.**

**Case Name:**

**Trails Case ID:**

**Court Case Number:**

**Caseworker's name:**

**Caseworker's e-mail address:**

**Caseworker's cell phone number:**

**Client's name (parent requiring supervision):**

**Client's DOB:**

**Client's email address:**

**Client's phone number:**

**Client's home address:**

**Client's name (second parent requiring supervision, if applicable):**

**Client's DOB:**

**Client's email address:**

**Client's phone number:**

**Client's home address:**

**Children's names with DOB:**

**Caregiver's name:**

**Caregiver's title (father, foster parent, grandparent etc.):**

**Caregiver's e-mail address:**

**Caregiver's phone number:**

**Caregiver's home address:**

**GAL and/or CFY name:**  
**Respondent Counsel name:**  
**GAL for parent name (if applicable):**

**TRAILS Referral start date:**  
**TRAILS Referral end date:**  
**Next FPM date:**

**What are the child welfare safety concerns; reason for DHS involvement? (PLEASE PROVIDE AS MUCH INFORMATION AS POSSIBLE):**

**Why is professional supervision necessary for this case?**

**What do you see as the biggest risk factors for the children during family time?**

**How much family time per week and how many hours per family time session are you requesting?**

**Are you requesting therapeutic family time, regular family time, or monitored family time (monitored family time means in person pop-ins and virtual check-ins) and why?**

**Where would you like family time to occur initially (Quality Time Together office, DHS family room, community, kin/caregiver's home, parent's home, other)?**

**Who will be transporting the children to and from family time?**

**Are there any current Court Orders regarding level of supervision, frequency of visits or anything else related to family time?**

**Are there any specific rules for family time in this particular case (i.e. no-contact between parents and caregivers, other protection orders, families cannot go for walks or play outside with QTT supervisor, family time must be video/audio recorded, parents cannot take photographs of their children, parents are not allowed to provide food, etc.)**

**Is there anything else you would like us to know before we start family time?**

## **EXHIBIT B INSURANCE REQUIREMENTS**

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

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if the Contractor has no owned autos, Code 8 (hired) and 9 (non- owned), with limit no less than **\$500,000** 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](mailto: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.