

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this _____ day of _____, 2024, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and SAVIO HOUSE, a nonprofit licensed Behavioral Health Entity authorized to do business in Colorado (the “Subgrantee” or “Savio”). The County and the Subgrantee hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

RECITALS

WHEREAS, the County is undertaking certain activities to create an enhanced model of service to wrap children, youth and families in community-based treatment, recovery and support following a crisis; and

WHEREAS, Savio responded to Request for Proposal (RFP) #001-24; and

WHEREAS, the County desires to engage the Subgrantee to render certain professional services and assistance in connection with such undertakings of the County related to the Model, specifically in-home services for children and youth who have recently experienced a mental/behavioral health crisis and need rapid access to in-home services; and

WHEREAS, the Douglas County Mental Health Initiative (DCMHI) and its staff will work together with the Subgrantee to successfully implement the terms of this contract; and

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

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

1. LINE OF AUTHORITY: Barbara Drake, (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Subgrantee under this Contract.

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

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Subgrantee’s compensation, which are mutually agreed upon between the County and Subgrantee, shall be in writing and shall become part of this Contract upon execution.

The Subgrantee agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Subgrantee shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the Subgrantee and the County for the use and occupancy by the Subgrantee of any County facilities or space.

3. COMPENSATION: Subject to the Maximum Contract Expenditure and all other provisions of this Contract, the County agrees to pay to the Subgrantee, and the Subgrantee agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is up to THREE HUNDRED EIGHTY-TWO THOUSAND NINE HUNDRED TWENTY DOLLARS AND 00/100 (\$382,920.00) for the term. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Subgrantee. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. TERM: It is mutually agreed by the Parties that the term of this Contract shall commence as of 12:01 a.m. on _____, 2024, and terminate at 11:59 p.m. on September 29, 2025. This Contract and/or any extension of its original Term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding Term.

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

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

8a. INDEMNIFICATION-GENERAL: The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Subgrantee or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Subgrantee shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Subgrantee need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the negligence of the County's commissioners, officials, officers, directors, agents and employees.

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

9. INDEPENDENT SUBGRANTEE: The Subgrantee is an independent Subgrantee and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Subgrantee to perform work under this Contract shall be and remain at all times, employees of the Subgrantee for all purposes. The Subgrantee and its employees are not entitled to Workers' Compensation or Unemployment Benefits through the County. The Subgrantee is obligated to pay federal and state income tax on any monies earned pursuant to this 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 Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

11. ASSIGNMENT: The Subgrantee 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 Subgrantee to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Subgrantee hereunder.

12. COUNTY REVIEW OF RECORDS: The Subgrantee agrees that, upon request of the Authorized Representative, at any time during the term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract

for the purpose of making an audit, examination or excerpts. The Subgrantee shall maintain such records until the expiration of three (3) years following the end of the Term of this Contract.

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

14. ASSIGNMENT OF COPYRIGHTS: The Subgrantee assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Subgrantee 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 Contract, with or without cause, by giving written notice to the Subgrantee 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 Subgrantee pursuant to this Contract shall become the County's property. The Subgrantee shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Subgrantee shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Subgrantee.

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

by the Subgrantee to:	Laura Ciancone Mental Health Division Manager 4400 Castleton Court Castle Rock, CO 80109 Email: lciancone@douglas.co.us
with a copy to:	Douglas County Attorney's Office 100 Third Street Castle Rock, CO 80104 (303) 660-7414
and by the County to:	Norma Aguilar-Dave Savio House 325 King Street Denver, CO 80219 naguilar-dave@saviohouse.org Phone: 303-225-4040

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

17. NONDISCRIMINATION: In connection with the performance of work under this Contract, the Subgrantee 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 Contract shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Subgrantee expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

19. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Contract by the Subgrantee shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Subgrantee shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

20. SEVERABILITY: In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either Party fail to enforce a specific term of this Contract it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

21. NO THIRD-PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Subgrantee, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

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

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

- 1st This Contract, Sections 1 through 28
- 2nd Request for Proposal (if applicable)
- 3rd Exhibit C- Insurance Requirements
- 4th Exhibit A- Scope of Services
- 5th Exhibit B- Method of Payment
- 6th Federal Award 6H79FG001006-01M002, Congressional Directive Spending. Enhanced Model of Mental/Behavioral Health Service Delivery - Care Coordination for Youth and Families, Supportive Mental/Behavioral Health Services, and Technology Enhancements
- 7th SAMHSA Notice of Funding Opportunity (NOFO) Appendix C: Confidentiality and SAMHSA participant Protection/Human Subjects Guidelines and associated attachments.
- 8th Response to Request for Proposal (if applicable).

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

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 Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the Parties with the same formality as this Contract.

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

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

28. FORCE MAJEURE: No Party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by

Subgrantees, Subgrantees, utility companies or third parties, fire or other casualty or action of government authorities.

(Remainder of Page Intentionally Blank)

My commission expires: _____

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS**

BY: _____

**George Teal
Commissioner**

DATE: _____

DATE: _____

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

**Andrew Copland
Director of Finance**

**Jeffrey Garcia
County Attorney**

DATE: _____

DATE: _____

Exhibit A

SCOPE OF WORK

Douglas County is developing and implementing an Enhanced Model of Service (The Model) to support children, youth and families during and following a crisis. The Model outlines a network of care to wrap the target populations, children, youth, families, and clients of the Community Response Teams (CRT) and Youth Care Compact (YCC) program (currently piloting) in mental health and substance use treatment and recovery services that will reduce future reliance on, and utilization of, the crisis system and increase connection to ongoing, non-crisis, behavioral health treatment. The Model includes intensive in-home service, case management and care coordination through the YCC, technology enhancements streamlining connection to agencies who fulfill unmet basic needs, and access to treatment.

Douglas County is partnering with Savio for the in-home treatment component of the model, for youth and families who need higher levels of support, help stabilizing during or following a crisis and rapid access to care. Wrap around support in a comfortable and familiar setting with specialized, evidence-based treatment modalities can be especially effective for youth and families who have not responded to therapy in other settings. Through a partnership between the County and Savio, and funding through Congressional Directive Spending, sessions will be made available for up to 40 family units who qualify, alleviating the expense barrier common with this level of care.

1. General Provisions

- a. The Subgrantee 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 Subgrantee 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. The Subgrantee's staff will attend periodic meetings or calls to discuss overall service delivery, utilization, and specific case issues as requested. The Subgrantee as listed under the term Notices in paragraph 16 of this Contract, and/or senior member(s) of Subgrantee's organization, will attend meetings as requested by the County to review contract performance or related issues should they arise.
- d. The Subgrantee'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 County reserves the right to review all background checks at any time. The costs of the background checks are not reimbursable under this Contract. The Subgrantee 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 Subgrantee will notify the County within two (2) business days of any staff charged with a disqualifying crime.

- b. The Subgrantee will complete Colorado Bureau of Investigations (CBI) and Federal Bureau of Investigations (FBI) background checks as follows:
 - i. The Subgrantee 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 Subgrantee 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 Subgrantee in a secure location as directed by CBI and FBI guidance. Results must be made available for review by the County upon request and maintained for three (3) calendar years after the date of the Subgrantee's final payment from the County under this Contract.
 - iv. Subgrantees eligible for automatic CBI and FBI updates, i.e., with five (5) or more employees, will timely review updates and inform the County of any changes. Subgrantees 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 County.
 - v. If these conditions cannot be met, the Subgrantee will immediately notify the County's Authorized Representative.
- c. The Subgrantee 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 Subgrantee shall immediately notify the County of any suspension or revocation by DORA of an employee or Subcontractor.
- d. The Subgrantee 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 County has the right to approve or disapprove the Subgrantee'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 Subgrantee will ensure said staff are familiar with the term Conflict of Interest in paragraph 8 of this Contract prior to commencing work under this Contract.
- b. If the County becomes dissatisfied with the Subgrantee's performance (inclusive of employees, Subcontractors, interns, mentors or volunteers), the County will notify the Subgrantee. Disciplinary measures, if any, will be the sole responsibility of the Subgrantee. However, if the concerns are not resolved to the County's satisfaction, the Subgrantee's staff will not be allowed to provide services under this Contract.

- c. The Subgrantee 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.

I. Subgrantee Obligations

a. Provision of intensive in-home services

Savio will participate in the Model by providing intensive in-home treatment for up to 40 families utilizing four programs, Multisystemic Therapy (MST), Functional Family Therapy (FFT), Eye Movement Desensitization and Reprocessing (EMDR) and Trauma Focused Cognitive Behavioral Therapy (TFCBT). Savio may provide model adaptations to meet the specific needs of families such as MST Contingency Management for youth misusing substances, MST Problem Sexual Behavior for youth whose behavioral health problems include problematic sexual behavior, and FFT Gang tailored to meet the needs of youth involved in gangs.

The above-mentioned programs are intensive in-home treatments that can be appropriate treatment options for children, youth and families served by the Douglas County Youth Care Compact, including those utilizing a Walk-in Crisis Center (WIC), Crisis Stabilization Unit (CSU), and/or those accessing other emergency and crisis services such as emergency departments and Co-Responder units, or care coordination services such as Youth Care Compact. These homebased services allow youth to return to and/or remain in their homes and communities while still receiving intensive support from professional therapists.

Savio will seek County approval for changes to the service allotment below outlined in Table 2 Exhibit B, for example, if a youth and/or family screens for a service that

Table 1: In-home services and descriptions

Service	Description
(1) Multi-Systemic Therapy (MST)	An intensive home-based, evidence-based program for adolescents 11 to 18 exhibiting antisocial behavior such as repeated legal involvement (truancy, serious defiance and rule violation, aggression, property destruction, running away) and/or illegal substance use. Model assesses various areas to include school, family, peers and community. The key is full family cooperation and effective communication with other systemic areas. Adolescents and family members should NOT be actively involved in additional treatment, e.g., substance abuse, individual/family therapy, during MST unless clinically indicated and agreed upon by the treatment team.
(2) Functional Family Therapy (FFT)	An evidence-based, community and/or in-home intervention designed to increase family skills to promote positive family relationships. This is a phasic model designed to engage and motivate families to reduce or eliminate the problem behaviors, negative family relational patterns through individualized family interventions. The program serves are adolescents ages 12-17 at

	imminent risk of placement or are in out-of-home placement and may be returned home within 2 weeks from the service begin date.
(3) Eye Movement Desensitization and Reprocessing (EMDR)	Focuses on traumatic memories. Intended to change the way memories are stored thus reducing and eliminating problematic symptoms. An accelerated learning process is stimulated by EDMR's standardized procedures which incorporate the use of eye movements and other forms of rhythmic bilateral stimulation. While client focuses on trauma memory and simultaneously experience bilateral stimulation, vividness and emotion of memory are reduced. Insights gained are more from client's own accelerated intellectual and emotional processes.
(4) Trauma Focused Cognitive Behavioral Therapy (TFCBT)	An evidenced-based treatment for children 3 – 18 years experiencing trauma-related difficulties as the result of one or multiple traumatic events and their non-offending parent/caretaker. Can be delivered in a variety of settings including an office, family home, kinship home, adoptive home, residential treatment facility, group home, etc. Designed to be a relatively short intervention lasting 12 – 20 sessions typically. Longer lengths of stay do occur with more complex trauma symptoms. One 90-minute session each week.

b. Referral & Assessment

- i. Upon contract execution, members of Savio's senior program staff will:
 1. Work with the County, CRT leaders, TCC, YCC, DHS and other partners to implement a rapid referral and intake process for youth referred for intensive in-home. Ideally, outreach to the referred family unit occurs within 24 hours of a crisis and within five days for non-crisis referrals.
 2. Assist these partners in identifying appropriate cases for referrals
 3. Schedule an assessment during initial outreach.
 4. Conduct assessments to ensure families are matched with the correct program model.
 5. Provide indicated services based on assessment.
 6. Act as primary points of contact for the County to address questions, concerns, discuss barriers to success, and facilitate partnerships with other treatment providers or agencies if opportunities to collaborate arise.
 7. Conduct evaluations.

c. Reporting

- i. Douglas County is the recipient of Federal Congressional Directive Spending (CDS) funding managed by the Substance Abuse and Mental Health Services Administration (SAMHSA). As a Subgrantee of this funding, Savio will observe the reporting requirements and schedule outlined on pages 12 and 13 of the Notice of Funding Opportunity (NOFO) included as Exhibit TBD. Douglas County will submit the Final Financial Report (FFR) within 120 days of the end of the grant term and will rely on Savio's observance of the requirements in the NOFO in order to meet this deadline.
- ii. Specific metrics:

1. Number of referrals per month
2. Status of referrals
3. Number of family units actively receiving services per month
4. Running total of family units served

d. Other Subgrantee Requirements

- i. Savio will review the NOFO with attention Subgrantee/Subrecipient requirements and agrees that these roles and responsibilities are able to be met and executed under this contract.

Exhibit B
METHOD OF PAYMENT

1. The Subgrantee will provide service(s) in Table one (1) for the rate(s) listed in Table two (2).
2. The Subgrantee will only be paid for services actually provided. Services never provided will result in non-payment, reduction of future payment, or reimbursement to the County.
3. The rates and total contract amount outlined in Table 2 constitutes payment in full and the Subgrantee will not be paid for any additional fees, amounts or costs. The Subgrantee will not charge the County rates greater than those charged to other persons in the same geographic area. The Subgrantee will not be paid more than the Maximum Contract Expenditure as outlined in paragraph four (4) of this Contract.
4. If the Subgrantee 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 Subgrantee 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.
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 may be provided at the County's discretion.
7. Invoices must be submitted by the 15th of each month after the month in which service(s) were rendered. Completed invoices will only use the service names listed in Table 1. Services provided should be listed as separate line items. Failure to submit invoices timely or in correct format may result in delay of payment or non-payment.

Table 2: Service, monthly rate, estimated case load and cost per service

		Estimated	Estimated
	Monthly	Monthly	Total
<u>Service</u>	<u>Rate</u>	<u>Case Load</u>	<u>Cost</u>
MST	\$2,250.00	6-8	\$162,000.00
FFT	\$1,250.00	4-6	\$60,000.00
EMDR	\$1,834.00	2-4	\$88,032.00
TFCBT	\$1,834.00	3-4	\$66,024.00
Additional funding to cover the cost of in-home	\$6,864.00	As needed	\$6,864.00
TOTAL			\$382,920.00

The monthly rates included in this budget are Savio's standard contracted rates to provide the proposed services. These rates include all associated administrative costs.

This budget assumes Savio will serve 40 children over a 12-month period at average case lengths (based on treatment model standards and Savio's norms). The bolded figure in the estimated

monthly caseloads reflects how each estimated total cost was reached. The actual monthly caseloads for each service will depend on how the referred cases are assessed and assigned between the four offered treatment models. The total reflects the “up-to” contract amount, and may or may not be reached.

Savio will provide the County with additional detail upon request

8. Invoices and back-up documentation may only be sent via: a) secure email to MHAccounting@douglas.co.us, or b) mailed to:

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

Exhibit C
INSURANCE REQUIREMENTS

The Subgrantee 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 Subgrantee, 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 Subgrantee 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 Subgrantee’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 Subgrantee 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 Subgrantee 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 Subgrantee’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 Subgrantee’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 Subgrantee’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 Subgrantee hereby grants to the County a waiver of any right to subrogation which any insurer of said Subgrantee may acquire against the County by virtue of the payment of any loss under such insurance. The Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee must purchase "extended reporting" coverage for a minimum of three (3) years after completion of Contract work.

Verification of Coverage. The Subgrantee 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 Subgrantee'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 Subgrantee 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

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

Failure to Procure or Maintain Insurance. The Subgrantee 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 Subgrantee 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.