FIRST AMENDMENT TO PUBLIC CONTRACT FOR SERVICES

THIS FIRST AMENDMENT TO PUBLIC CONTRACT FOR SERVICES (the "Amendment") is entered into as of this _____ day of ______, 2025, 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 are collectively referred to as the "Parties" and individually to as the "Party."

RECITALS

WHEREAS, the Parties entered into a certain Public Contract for Services (RFP #001-24) dated September 24, 2024, (the "Contract") to render certain professional services and assistance in connection with such undertakings of the County related to an Enhanced Model of Service to wrap children, youth and families in community-based treatment, recovery and support following a crisis, specifically in-home services; and

WHEREAS, the Parties now desire to amend the Contract a first time by (i) amending the Line of Authority; (ii) replacing Exhibit A with Exhibit A-1 to reflect the addition of two service types authorized under Subgrantee Obligations; and (iii) replacing Exhibit B with Exhibit B-1 to reflect changes in the budget for additional services; and

WHEREAS, the Parties now have determined that additional clarifications are needed; and

WHEREAS, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract; and

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. Section 1 of the Contract is hereby amended to read:

LINE OF AUTHORITY: Laura Ciancone, Douglas County Mental Health Division Manager, (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. Exhibit A is replaced by Exhibit A-1.

- 3. Exhibit B is replaced with Exhibit B-1.
- 4. **OTHER TERMS AND CONDITIONS REMAIN:** In the event of any inconsistencies between the Contract and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this Amendment, the Contract otherwise is unmodified and remains in full force and effect. Each reference in the Contract to itself shall be deemed also to refer to this First Amendment.
- 5. **CAPITALIZED TERMS:** All capitalized terms used but not defined herein shall have the same meanings as defined in the Contract.
- 6. The remainder of the Contract shall remain in full force and effect.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the County and the Subgrantee have executed this First Amendment as of the above date.

SAVIO HOUSE	
BY:	ATTEST: (if a corporation)
Printed Name	
Title:	Title:
DATE:	DATE:
Signature of Notary Public Required:	
STATE OF	

STATE OF ______)) ss. COUNTY OF ______)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____.

Witness my hand and official seal

My commission expires: _____

Notary Public

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS

BY: George Teal, Commissioner	BY:			
DATE:	DATE:			
APPROVED AS TO FISCAL CONTENT:	APPROVED AS TO LEGAL FORM:			
BY: Andrew Copland Director of Finance	BY <u>:</u> Arielle J. Denis Assistant County Attorney			
DATE:	DATE:			

APPROVED TO AS INSURANCE REQUIREMENTS

BY: Megan Datwyler Risk Manager

Exhibit A-1 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.

4. 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 **six programs**, Multisystemic Therapy (MST), Functional Family Therapy (FFT), Eye Movement Desensitization and Reprocessing (EMDR), Trauma Focused Cognitive Behavioral Therapy (TFCBT), **Community-Based Services**, and **Family Coaching**. 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. Family Coaching and Community-Based Services are appropriate to support caregivers and youth under 12 who do not need trauma therapy, but more general support, parenting support and alternative interventions.

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 is not outlined below.

Service	Description			
	An intensive home-based, evidence-based program for			
(1) Multi-Systemic Therapy	adolescents 11 to 18 exhibiting antisocial behavior such as			
(MST)	repeated legal involvement (truancy, serios 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.			
	An evidence-based, community and/or in-home intervention			
(2) Functional Family Therapy	designed to increase family skills to promote positive family			
(FFT)	relationships. This is a phasic model designed to engage and			

Table 1:	In-home	services	and	descriptions

	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	Focuses on traumatic memories. Intended to change the way
Desensitization and Reprocessing	memories are stored thus reducing and eliminating
(EMDR)	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	An evidenced-based treatment for children 3 – 18 years
Behavioral Therapy (TFCBT)	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.
(5) Family Coaching	This Savio Family Coaching Program is an in-
(3) Falling Coaching	home/community-based program designed as an early-
	intervention service that helps stabilize families struggling
	with issues with school, mental health and other matters that
	place the family at risk of becoming further involved with
	the child welfare system. The Savio Family Coaching
	Program is available to families with children of all
	ages. This service is provided by a Bachelor Level staff.
	ages. This service is provided by a Dachelor Level stall.
(6) Community Based Services	Savio's Community Based Services (CBS) is a flexible
	intervention that provides in-home therapeutic services to
	families and children who do not fit into an Evidence-based
	program. This service can be tailored to meet the specific
	needs of each family. This service includes therapeutic
	interventions, referrals for concrete services, intensive case
	management with collateral services, and crisis intervention as needed. Staff are Master's level.
	as needed. Stall are master's level.

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

b. Other Subgrantee Requirements

a. 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-1 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.

		Estimated	Estimated	
	Monthly	Monthly	Total	
Service	Rate	Case Load	Cost	
MST	\$2,250.00	6-8	\$142,000.00	
FFT	\$1,250.00	4- 6	\$60,000.00	
EMDR/TF-CBT	\$1,834.00	3-5	\$76,024.00	
CBS	\$1,073 (low) /\$1,850 (mod)	2-4	\$60,032.00	
Family Coaching	\$1,015 (low)/\$1650 (mod)	2 - 4	\$38,000.00	
Additional funding to cover the cost of in- home	\$6,864.00	As needed	\$6,864.00	
	TOTAL	\$382,920.00		

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Table 2: Service,	. шопциту гате.	esumateu	case load	anu	cost der service

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