

1) Background Checks

- a. This applies to ALL vendor staff providing specific services to children, i.e., under 18 years of age. The following may be updated if applicable laws and rules are updated. Updates will be addressed in a Contract.
- b. 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. 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. Contractor will notify the Department within two (2) business days of any staff charged with a disqualifying crime.
- c. Contractor will complete Colorado Bureau of Investigations (CBI) and Federal Bureau of Investigations (FBI) background checks as follows:
 - i. 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 on the results received back from the background checks must be communicated by 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 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 Department.
 - v. If these conditions cannot be met, Contractor will immediately notify the County Contract Representative.
- d. Contractor will complete Colorado Department of Human Services (CDHS) background checks as follows:
 - i. Contractor shall also conduct a Child Abuse and Neglect background check through the Colorado Department of Human Services (CDHS), Office of Early Childhood (OEC), Background Investigations Unit (BIU) on all employees, subcontractors, interns, mentors and volunteers prior to them providing services to Department clients under this Contract.

- ii. Any employee, subcontractor, or volunteer who has findings of child abuse or neglect shall notify the Authorized Representative (or their designee) who will provide a decision on whether the Department will allow that individual to provide services under this Contract.
- iii. Contractor must retain copies of these background check results in all employee, subcontractor, intern, mentor or volunteer secured files, be available for review upon the Department's request, and be maintained for 3 calendar years after the date of the Contractor's final payment from the County under this Contract.
- iv. 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.
- e. 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. Contractor shall immediately notify the County of any suspension or revocation by DORA of an employee or subcontractor.
- f. Contractor will complete a Sexual Offender Registry check and receive, at minimum, preliminary results before assigning/hiring employees/subcontractors to perform under this contract.

2) Rates

- a. Use of all-inclusive hourly or flat/bundled rates is the only option available for Child Welfare "core services" given the mandatory State Child Welfare computer system used to make vendor payments.
- b. Vendors are encouraged to incorporate all their costs of doing business, e.g., administration, overhead, and client missed appointments, into their rate requests. Only rates and costs outlined in a Contract will be paid.
- c. Administrative tasks include, but are not limited to, emailing and calling Department staff about a referral or case, making case notes and writing reports, and scheduling appointments.
- d. Overhead includes but is not limited to reviewing cases and/or providing supervision as required or needed, preparing invoices, completing background checks, and attending any Contract performance meetings.

3) Miscellaneous Items

- a. Ancillary case related tasks such as collateral contacts, preparation, phone calls, reading documents, writing reports, and updating notes are generally part of the service and cannot be billed separately. These tasks and their related costs should be rolled up into the all-inclusive rate.
 Example 1: For an individual therapy session the session may be 50 minutes, but the notes and phone calls are assumed to be part of the 10 minutes remaining in the hour that is invoiced. No other time for this session can be invoiced.
 Example 2: For an evaluation invoiced as a single flat rate, reviewing collateral information and writing the report are assumed to be part of the service and

should not be invoiced separately. No other time or activities can be separately invoiced. If it's invoiced at an hourly rate, only the specific activities listed in the description can be invoiced. No other time for this session can be invoiced.

- b. To speed up invoice review and payment, be sure to use the service titles included in your contract. For example b., 2 above, report writing is part of the Contract service description. If you are invoicing for an hour of report writing, do not invoice for "Report Writing – 1 hour". Rather invoice for "Psychological Evaluation report writing – 1 hour". This helps reduce or eliminate confusion about whether the task is part of the service description, or not included in your contract and something the Caseworker needs to follow-up with you on.
 - c. Client missed or canceled appointments are not eligible expenses for the specific funding stream used and cannot be paid. We understand that this occurs and impacts vendor's when they forego other clients or business. Be sure this is part of your all-inclusive rate. If the vendor misses or cancels an appointment, that will not be paid.
 - d. **Staff Mileage:** If you provide a service both in the office and in the community, it is not assumed mileage is included in the community-based service, and you cannot then invoice for mileage or a flat mileage fee if it is not in your Contract. Be sure to review Service descriptions, and if you are requesting a rate for office-based services and one for community-based services that includes staff mileage be sure the two rates are separated. (Client transportation, if applicable, will be outlined separately in a Contract.)
 - e. Family Partnership Meetings (FPM) – Attendance at FPMs should not be assumed and part of the all-inclusive rate. If added to a Contract, it will be separately identified as a service with a corresponding rate. You may only invoice for FPMs if it's listed as a service and you were invited to by the Caseworker, and participated in the FPM. Only the specific person(s) invited by the Department can invoice for the FPM. If another member of the treatment team invited you to the FPM that time may not be covered.
 - f. Consultation – This should not be assumed to be part of the all-inclusive rate for services provided. If added, your Contract will separately list it as a service with a corresponding rate.
 - g. Court Testimony – This applies when you are subpoenaed by the Department only. The County Attorney's Office (CAO) sets rates that apply to various types of professionals, and they are the same for all vendors. If this is identified as a service in a Contract, applicable rates will be listed. If you are subpoenaed, the CAO will ask for a curriculum vitae (CV) or resume in advance.
 - h. Blind Testimony – The CAO periodically needs expert witnesses. If you are contacted by the CAO, this service would be provided for a client/case with which you have no prior contact. If added to your Contract, what is required and the corresponding rates would be determined on a case by case basis with the CAO. If you are asked to provide testimony, the CAO will ask for a curriculum vitae (CV) or resume in advance.
- 4) In response to the Family First Prevention Services Act (FFPSA), the Department is interested in knowing which services you provide that are evidence-based practices and

listed on the Title IV-E Prevention Services Clearinghouse. FFPSA included the development of the *Title IV-E Prevention Services Clearinghouse* that reviews research on programs and services intended to provide enhanced support to children and families and prevent foster care placements. The Clearinghouse rates programs and services as “promising”, “supported”, and “well-supported” practices. You can review the programs and services at <https://preventionservices.abtsites.com>.