

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT (“Amendatory Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **DENVER OPTIONS, INC.**, (the “Contractor”) a not-for-profit corporation licensed and authorized to do business in the State of Colorado, whose address is 9900 East Iliff Avenue, Denver, Colorado 80231, collectively “the Parties”.

RECITALS:

A. In January 2017, the City, under authority of Ord. No. 20161071, Series of 2017, codified §53-550 in the Denver Revised Municipal Code (“D.R.M.C.”). Section 53-550 authorizes a mill levy for the purchase of services for individuals with intellectual and developmental disabilities, designates the permitted uses of the funds, provides a residency requirement for beneficiaries of the revenue, limits administrative and overhead costs, and requires an annual report from the Denver CCB to the city council.

B. The Parties entered into an Agreement dated February 12, 2013, (the “Agreement”), under which the Contractor provides services to intellectual and developmentally disabled individuals.

C. As a result of Ord. No. 20161071, Series of 2017, the Parties are working to restructure and clarify, among other things, service delivery and invoicing procedures.

D. While those operational and financial changes continue to be developed, the Parties wish to amend the Agreement to extend its term for an additional six (6) months, modify the Scope of Work and Budget, and make other modifications to the Agreement as set forth below.

NOW THEREFORE, the Parties agree as follows:

1. All references in the existing Agreement to “Manager” of the Department of Human Services are amended to read “Executive Director”.

2. **Exhibit A-10** (attached to this Amendatory Agreement and incorporated into the Agreement by this reference) is the Scope of Work and Budget that will govern and control the services to be provided from January 1, 2018, until June 30, 2018.

3. Article 3 of the Agreement, entitled “**TERM**”, is amended by deleting and replacing it with the following:

“3. TERM: The initial term of this Agreement will commence on January 1, 2013, and terminate on December 31, 2013 (the “Initial Term”), subject to unilateral options in the City to renew for four (4) additional one (1) year periods ending December 31 (if all four renewal options are exercised). The First Renewal Term will be from January 1, 2014, until December 31, 2014; the Second Renewal Term will be from January 1, 2015, until December 31, 2015; the Third Renewal

Term will be from January 1, 2016, until December 31, 2016; the Fourth Renewal Term will be from January 1, 2017, until December 31, 2017; and the Fifth Renewal Term will be from January 1, 2018, until June 30, 2018.”

4. Article 5 of the Agreement, entitled “**COMPENSATION AND PAYMENT**”, is amended by deleting and replacing it with the following, effective as of January 1, 2018:

“5. **COMPENSATION AND PAYMENT:**

A. **Budget:** The City shall pay the Contractor and the Contractor shall accept, as the sole compensation for all services and supports provided, performance measures set forth in Exhibit A-10 achieved, and all costs and expenses incurred under the Agreement, the amount due in the accordance with the budget categories contained in **Exhibit A-10**.

B. **Reimbursable Expenses:** Except as set forth on **Exhibit A-10**, there are no reimbursable expenses allowed under the Agreement.

C. **Reimbursement; Monthly Expenditure Reports:**

1. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only, for services and supports supplied during the prior month. Contractor will be reimbursed upon receipt and approval of Contractor’s Monthly Expenditure Reports. Contractor shall prepare and submit to the City, monthly reports (the “Contractor’s Expenditure Report(s)”) setting out in detail an itemized description by expense category of the amount of all monies actually earned by Contractor during the month immediately preceding the date of the Expenditure Report, including but not limited to the following categories: i) expenses for services and supports supplied; ii) administrative costs associated therewith; and iii) and purchases of Supplies, Equipment and Controlled Assets (as such terms are defined in Article 10).

2. Contractor’s Expenditure Reports will set forth the methodology used to determine costs for services and supports invoiced. Each Expenditure Report shall be certified to be correct by an authorized representative of Contractor and shall reference the Contract Control number of this Agreement as designated below on the City’s signature page. Each Expenditure Report shall be supported with official documentation evidencing, in detail, the nature and propriety of the charges including time sheets, payrolls, receipts and any other document which may be pertinent in light of the nature of services and supports supplied and showing that services and supports were provided within the period for which the payment is requested. Such official supporting documentation shall be maintained by Contractor at its offices listed on page one of this Agreement. Contractor shall provide the City with copies of all documentation supporting its Expenditure Reports upon request.

3. Contractor's Monthly Expenditure Reports shall be submitted no later than the last day of the following month for which Contractor seeks reimbursement. Expenditure Reports that are not submitted by this deadline are considered to be untimely, and must be submitted separately to be considered for payment. Payment for such late-submitted Expenditure Reports shall be made only upon a showing of good cause for the late submission.

4. The City will have the right to dispute, and withhold payment, or any portion thereof, for any invoice that does not contain a sufficient statement of Contractor's methodology used to determine costs for services and supports invoiced. All incorrect payments issued to the Contractor due to any omission, error, fraud, and/or defalcation shall be recovered from the Contractor: 1) by a deduction from subsequent payments under this Agreement; 2) by refund from the Contractor to the City if no subsequent payments are due to the Contractor; 3) by the City as a debt due to the City; or 4) as otherwise permitted or provided by law. The City reserves the right to reduce, suspend, or withhold funds under this Agreement whenever it determines that Contractor's current spending is inconsistent with the categories, and purposes, listed on Exhibit A, or applicable laws, or if any quarterly or annual reports or information requested as part of an audit or review conducted under this Agreement are not provided by Contractor within fourteen (14) days of the date of request.

D. Maximum Contract Amount:

1. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **Seven Million, Five Hundred Thousand Dollars and Zero Cents (\$7,500,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A-10**. Any services performed beyond those in **Exhibit A-10** are performed at Contractor's risk and without authorization under the Agreement.

2. The City's payment obligation, whether direct or contingent, extends only to funds received and budgeted for services and supports for individuals with intellectual and developmental disabilities, appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City."

5. Article 9 of the Agreement, entitled "**EXAMINATION OF RECORDS**", is amended by deleting and replacing it with the following, effective as of January 1, 2018:

"9. EXAMINATION OF RECORDS:

A. Any authorized agent of the City, including the City Auditor or their representative, has the right to access and the right to examine any directly pertinent books, bank statements, records, returns, cost accounting records, files, audit and financial reports, contracts, subcontracts, and any other records or documents (whether prepared or maintained in hardcopy or electronic format) (the “Contractor’s Records”) prepared or maintained by the Contractor involving matters or transactions in any way, directly or indirectly, related to the Services or this Agreement except those matters required to be kept confidential by law. Further, the City Auditor shall have the right at any time, and from time to time, to audit Contractor’s Records and the Contractor, upon request, shall make all such matters available for such examination. If Contractor’s Records exist in electronic form, the Contractor shall maintain a means of transferring said records to hardcopy form. Such right of access and examination shall continue until the latter of six (6) years after the final payment under this Agreement or expiration of the applicable statute of limitations. This right of access also includes timely and reasonable access (not to exceed fourteen (14) days from the date of the City’s request) to Contractor’s Records and Contractor’s personnel for the purpose of interview and discussion related to such documents.

B. In addition, the Contractor shall permit public inspection of records involving the services and supports provided under this Agreement or the expenditure of tax monies received from the City in accordance with the procedures set forth in §§24-72-203 and 24-72-205 of the Colorado Open Records Act, C.R.S. §24-72-201, *et seq.*, provided that the Contractor shall not be required to permit such public inspection of records to the extent that such public inspection is prohibited by the provisions of C.R.S. §§27-10.5-101 to 137, by Rules and Regulations promulgated by the Colorado Department of Human Services, by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and by requirements set forth by the Centers for Medicare and Medicaid Services.

C. The Contractor shall prepare and submit to the Executive Director financial reports including but not limited to an annual financial audit prepared in accordance with generally accepted accounting principles. Contractor will provide a copy of its annual audit within thirty (30) days of the date of completion.

D. Each approved service provider, subcontractor, subconsultant, or other approved person or entity engaged by Contractor to provide services and supports under this Agreement will be subject to and will comply with City standards, policies and procedures for contract performance review and audits. Contractor will cooperate with City in gathering information and conducting reviews or financial audits of approved service providers, subcontractors, subconsultants, and other approved persons or entities supplying Services under the Agreement. The Contractor shall provide copies of audits, if any, and performance reviews of approved service providers, subcontractors, subconsultants, and all other approved persons or entities supplying services and supports prepared by any entity, other than the City Auditor or a Denver Human Services internal auditor, to the Executive Director within thirty (30) days of Contractor’s receipt.

E. If, as a result of any audit or review relating to the fiscal performance of Contractor including those performed by a Denver Human Services internal auditor, the City receives notice of any irregularities or deficiencies in said audits, the Contractor shall correct all identified irregularities or deficiencies within the time frames designated in the City's written notice of irregularities or deficiencies. If the identified irregularities or deficiencies cannot be corrected by the date designated by the City, then Contractor shall so notify the City in writing and shall identify a date that Contractor expects to correct the irregularities or deficiencies; provided, however, that the irregularities or deficiencies shall be corrected no later than ninety (90) days from the date of the City's notice."

6. Subsection K of Article 13 of the Agreement, entitled "**INSURANCE AND BONDS**", is amended by deleting and replacing it, effective as of the date written on the City's signature page below, with the following:

13. INSURANCE:

K. Commercial Crime (Fidelity): Contractor shall maintain a Comprehensive Crime Liability with limits of \$1,000,000 for employee dishonesty, \$500,000 for theft, and \$250,000 for depositors' forgery. Coverage shall include theft of City's money, securities or valuable property by contractor's employees, including any extended definition of employee. The City and County of Denver shall be named as Loss Payee as its interest may appear."

7. Article 27 of the Agreement, entitled "**COMPLIANCE WITH APPLICABLE LAWS**", is amended by deleting and replacing it, effective as of the date written on the City's signature page below, with the following:

27. COMPLIANCE WITH APPLICABLE LAWS: The services provided under this Agreement, whether directly as the contractor or through approved service agencies, shall be performed in compliance with all applicable Federal, State and City laws, ordinances, codes, regulations, rules, executive orders, and policies whether or not specifically referenced herein including but not limited to Colo. Rev. Stats., Title 25.5, Article 10, Title 27, Article 10.5, and D.R.M.C. §53-550."

8. Article 29 of the Agreement, entitled "**PASS-THROUGH OF CITY OBLIGATIONS PURSUANT TO THE APPLICANT VERIFICATION STATUTE**", is deleted effective October 13, 2017.

9. Article 30 of the Agreement, entitled "**NO DISCRIMINATION IN EMPLOYMENT**", is amended by deleting and replacing it, effective as of the date written on the City's signature page below, with the following:

30. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation

against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender expression or gender identity, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.”

10. Article 41 of the Agreement, entitled “**CONTRACT DOCUMENTS; ORDER OF PRECEDENCE**”, is amended by deleting and replacing it, effective as of the date written on the City’s signature page below, with the following:

“41. **CONTRACT DOCUMENTS; ORDER OF PRECEDENCE**: This Agreement consists of Paragraphs 1 through 44, which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Exhibit A Scope of Work and Budget (January 1, 2013 until December 31, 2013)
- Exhibit A-1 Scope of Work and Budget (January 1, 2014 until December 31, 2014)
- Exhibit A-2 Scope of Work and Budget (January 1, 2014 until December 31, 2014, replaced and superseded Exhibit A-1)
- Exhibit A-3 Scope of Work and Budget (January 1, 2014 until December 31, 2014, replaced and superseded Exhibit A-2)
- Exhibit A-4 Scope of Work and Budget (January 1, 2015 to December 31, 2015)
- Exhibit A-5 Scope of Work and Budget (January 1, 2016 to March 31, 2016)
- Exhibit A-6 Scope of Work and Budget (April 1, 2016 to June 30, 2016)
- Exhibit A-7 Scope of Work and Budget (January 1, 2016 to June 30, 2016, replaced and superseded Exhibits A-5 and A-6)
- Exhibit A-8 Scope of Work and Budget (January 1, 2016 to December 31, 2016, replaced and superseded Exhibit A-7)
- Exhibit A-9 Scope of Work and Budget (January 1, 2017, to December 31, 2017)
- Exhibit A-10 Scope of Work and Budget (January 1, 2018 until June 30, 2018)
- Exhibit B Certificate of Insurance

In the event of (i) an irreconcilable conflict between a provision of Paragraphs 1 through 44, and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Paragraphs 1 through 44 hereof
- Exhibit A Scope of Work and Budget (January 1, 2013 until December 31, 2013)
- Exhibit A-1 Scope of Work and Budget (January 1, 2014 until December 31, 2014)
- Exhibit A-2 Scope of Work and Budget (January 1, 2014 until December 31, 2014, replaced and superseded Exhibit A-1)
- Exhibit A-3 Scope of Work and Budget (January 1, 2014 until December 31, 2014, replaced and superseded Exhibit A-2)
- Exhibit A-4 Scope of Work and Budget (January 1, 2015 to December 31, 2015)
- Exhibit A-5 Scope of Work and Budget (January 1, 2016 to March 31, 2016)
- Exhibit A-6 Scope of Work and Budget (April 1, 2016 to June 30, 2016)
- Exhibit A-7 Scope of Work and Budget (January 1, 2016 to June 30, 2016, replaced and

- superseded Exhibits A-5 and A-6)
- Exhibit A-8 Scope of Work and Budget (January 1, 2016 to December 31, 2016, replaced and superseded Exhibit A-7)
- Exhibit A-9 Scope of Work and Budget (January 1, 2017, to December 31, 2017)
- Exhibit A-10 Scope of Work and Budget (January 1, 2018 until June 30, 2018)”

11. Article 42 of the Agreement, entitled “**COUNTERPARTS OF THE AGREEMENT**”, is deleted effective as of the date written on the City’s signature page below.

12. Article 44 of the Agreement, entitled “**NO DISCRIMINATION IN PROGRAM ASSISTANCE**”, is added to the Agreement, effective as of the date written on the City’s signature page below, reading as follows:

“44. NO DISCRIMINATION IN PROGRAM ASSISTANCE: In connection with the delivery of services and supports, the Contractor, its approved service providers, subcontractors, subconsultants, or other approved persons or entities performing work under the Agreement shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity, gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.”

13. Except as amended herein, the Agreement is affirmed and ratified in each and every particular.

14. This Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

END

SIGNATURE PAGES AND EXHIBIT A-10 FOLLOW THIS PAGE

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: SOCSV-201209022-01

Contractor Name: DENVER OPTIONS INC

By: Shari Repinski

Name: Shari Repinski
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A-10

This Exhibit A-10 is effective as of January 1, 2018
Applicable for the period of January 1, 2018 to June 30, 2018

Denver Options, Inc. dba Rocky Mountain Human Services – SOCSV 2012-09022(1) (A-10)
Developmental Disabilities Services for Denver Residents
Supported by the 2018 Mill Levy Funds

The following is a description of the services and supports to individuals with developmental disabilities which are to be supported by the projected payment of \$7,500,000 in mill levy funding to Denver Options, Inc. which will conduct its business as Rocky Mountain Human Services during first half of Calendar Year 2018.

I. **Community Centered Board Obligations.** Under Colorado Revised Statutes 25.5-10-209, the Community Centered Board (CCB) is responsible for determining eligibility of services, providing case management and providing specialized developmental disability services, either directly or through the CCB's choice to subcontract with approved service agencies and/or individual providers of services and supports.

II. **Children, Family, and Adult Services and Supports**

A. Early Intervention (Budget: \$471,500)

Mill levy funds will be used to assist in the expansion and ongoing delivery of children's programs of early intervention for infants and toddlers, generally, but not limited to children ages 0 to 3 years of age. Assessments and early intervention services are provided in home settings, community settings with non-disabled peers, and center based clinics and facilities. The program includes community outreach for increasing referrals and identifying children who are eligible for services. Services may include training of parents in the use of therapeutic techniques to assist them in caring for and maintaining their child in their home. Additional examples of early intervention services include diagnostic and/or evaluative assessments, developmental monitoring, speech therapy, occupational therapy, physical therapy, and other therapeutic supports identified in a Child's Individualized Family Service Plan (IFSP).

Whenever possible, the parents may select primary providers of their choice. All providers available to parents must meet qualification standards set by the federal government, state government and Denver Options, Inc. In 2018 this group will be working with parents to identify additional therapeutic and learning tools, along with other supports to be funded by the special projects fund.

B. Family Support and Respite Care (Budget: \$365,990)

The Family Support Services Program (FSSP) is administered by Denver Options, Inc. with the oversight of a volunteer Family Support Council comprised of parent representatives and direct consumers of services. Mill levy funds are used for an array of staff support, direct services, respite care, diagnostic and evaluative assessments, equipment, home modifications to enable a family to have their child live with them, and other services and supports that will allow the parents to care for their child at home and deter costly out-of-home placements and institutionalization. This group is staffed in part through Mill Levy

funding so no waitlist is required for any qualifying Denver resident. Services beyond state funding levels are made available through the Special Projects funds and are made through family requests during discussions with the RHMS Case Managers.

At such time that the Denver Department of Human Services (DDHS) Child Welfare division determines a child is at risk of out-of-home placement, Denver Options, Inc. shall make available agency staff who possess the authority to authorize services on behalf of Denver Options, Inc. to participate in meetings related to such a child and his or her family for the purpose of treatment plan development that best meets the needs of the child.

C. Life Essentials Provider Network (Budget: \$360,480)

This combined department consists of Children's Extensive Support (CES) and Supported Living Day Program Services (SLS). Children's Extensive Support services assist children and families by providing services and supports that will help children establish a long-term foundation for community inclusions as they grow into adulthood. Children in this program have been determined to have a developmental disability which includes developmental delay if under five (5) years of age, live in the family home, and demonstrate a medical or behavioral condition that is so intense that almost constant line of sight supervision is required.

Supported Living Day Program Services support individuals with developmental disabilities in need of social and life skill development. Additionally, an array of services has been designed to help individuals improve work-related skills and increase opportunities for community supported employment, participation in volunteer activities, and community integrated activities. Services may also be made available for non-work activities and/or services to retirees with developmental disabilities.

Interdisciplinary Teams also plan the use of public and private transportation services to and from residential settings, work places and program agencies. Emphasis in this area is to encourage use of public transportation, car pools and other integrated transportation services, where appropriate and available. Most services are provided by third party contractors, many of which are family members unable to receive funding through other means to help qualifying individuals.

D. Comprehensive Residential Services (Budget: \$145,070)

Mill levy funds may assist with the provision of residential services, such as (1) Host Home – a Home in which a person lives with a non-disabled individual or family; (2) Group Home – a congregate setting providing group care for four or more persons with disabilities into communities activities to increase natural family and friendship supports; (3) Intermediate Care Facility for Mentally Retarded (ICF/MR) – a group home setting for four or more individuals who meet nursing home guidelines established by the State of Colorado and/or the federal government through its Center for Medicaid Services.

Within the Day and Residential program areas there are specialized needs among individuals who are Medically Fragile or have other complex medical, physical, emotional and behavioral conditions and challenges. Mill levy funds may be used to support adults requiring dental care, wheelchairs, food and specialized diets, clothing, home modifications, ramps, nursing services, specialized bathrooms, home health services, physical therapy, speech therapy, psychiatric care, psychological and behavioral assessments, services, support plans and outpatient consultation and services, eyeglasses, medications and medication administration, and

durable medical equipment.

Mill levy funds may be used for temporary emergency residential placements for individuals with developmental disabilities who would otherwise be homeless. Residential emergency placement is also necessary in cases of psychiatric emergencies or when adult protection is necessary.

Upon notification from the Denver Department of Human Services Child Welfare division that a developmentally disabled youth will be aging out of the child welfare system by reaching his or her 18th birthday, Denver Options, Inc. shall make available agency staff who possess the authority to authorize services on behalf of Denver Options, Inc. to participate in meetings related to such a youth and his or her family for the purpose of transitional treatment plan development that best meets the needs of the youth.

E. Service Coordination (Budget: \$933,910)

Colorado Statute CRS 25.5-10-209 mandates the community centered board to coordinate and monitor services and supports through the provision of Case Management. Mill levy funds may be used to support the delivery of case management services which enables individuals with developmental disabilities to obtain authorized services through: a determination of eligibility for such services; the development of an individual plan; the coordination of services of the plan; the purchasing of authorized services; the monitoring of all services delivered pursuant to the plan; the evaluation of service outcomes in relation to the goals and objectives in the plan; and the reassessment of the needs of the person receiving services with maximum participation of the person receiving services and the person's parents, guardians or authorized representatives, if appropriate. The Mill Levy funding of this group allows for identification of individual needs not otherwise funded by federal and state sources. Case Managers in this department work with clients to meet individual needs. The individualized services requested by the individuals are funded by the Special Projects Fund and are used to engage providers selected by qualified Denver residents.

Mill levy funds will support the monitoring of services in individual Service Plans in order to ensure that individuals receiving services are receiving needed services and are safe. Additionally, the review of incident reports is a critical function for protecting health and safety of the individual in services. Investigations into the allegations of abuse and neglect of individuals with developmental disabilities are an important function for determining referrals to the Denver Police Department and Denver Human Services' Child or Adult Protection Services. Denver Options, Inc. Human Rights Committee ensures that an individual's right suspensions are legitimate and in concert with State Rules and Regulations, and that the use of psychotropic medications has been reviewed.

Mill levy funds may support services directed to individuals on the waiting list for case management who require urgent attention. Also, the funds may be used to target services for young adults transitioning from school-age services to adult services and need specialized supports, thus allowing family members to maintain their jobs, and/or help young adults become productively employed if they are capable of working. In addition, funds may be earmarked for contingency funds, which is a fund of "last resort" to assist individuals with developmental disabilities and their families in acute emergencies when no other organization can intervene.

F. Children's Clinical Services (Formerly Assessment and Consultation Team) (Budget: \$680,180)

Department provides direct services identified in the individual early intervention service plans and clinical support of individuals outside the early intervention timeframe. Examples of services include diagnostic and/or evaluative assessments, developmental monitoring, speech therapy, occupational therapy, physical therapy, and other therapeutic supports identified in a Child's Individualized Family Service Plan (IFSP). Teams of RMHS clinicians and over 200 independent providers and agencies provide multi-disciplinary support and client choice for services.

G. Developmental & Behavioral Health (Budget: \$242,870)

Behavioral and mental health clinic for adults with Intellectual/Developmental Disabilities (I/DD) and other cognitive needs to promote overall well-being and behavioral health. The team is staffed with psychologists and licensed therapists all with specialized expertise and extensive experience in dual diagnoses of I/DD and co-occurring mental health and/or behavioral issues. Services include comprehensive multidisciplinary assessments, individual and group therapies, behavioral consultation and psychological testing. All services are focused on person-centered goals and clinicians work closely with the person and support team members. Coordination of care is a critical aspect of the model of service delivery.

H. Community Outreach and Communications (Budget: \$100,000)

Mill levy funds will support the development and distribution of informational materials, holding forums and other communication efforts designed to reach the Denver community for the purpose of informing and/or educating the public about the conditions of developmental disabilities, how to apply for mill levy-funded services, and the types of services and supports that are offered through Denver Options, Inc. and its provider network.

Mill levy funds may be used to support activities or educational opportunities specifically designed for individuals with intellectual/developmental disabilities to encourage social interactions, wellness, recreation, community accessibility, or education.

I. Special Project Funds (Budget: \$4,200,000)

Denver Options, Inc. will solicit and select projects/funding requests proposed by community partners, customers, families, and other stakeholders to address gaps in services for people with I/DD in Denver. The projects will address various areas within the I/DD system and between the system and other human services, such as mental health, foster care, emergency services, adult protection services and institutional care. Projects focused on mitigating system capacity issues and transitional gaps between systems, particularly those affecting health and safety, will be prioritized. Projects/services will be funded on short-term (a year or less) or one-time bases and project sponsors will be encouraged to utilize all other available funds to supplement and/or continue the project beyond what is provided through Mill Levy.

Denver Options, Inc. will apprise DDHS in writing regarding its intent to solicit and select projects, including timeframes and budgets necessary to successfully implement these projects. Any new project not identified below with an estimated cost in excess of \$300,000 of this fund will require prior written approval of the Executive Director of DDHS or his designee. DDHS, at its discretion, may request additional information regarding the project, and withhold approval from Denver Options, Inc. pending its receipt.

Denver Options, Inc. will provide dedicated staff resources specifically for purposes of managing and providing necessary levels of oversight of the special project funds. Staff will work to monitor contract compliance as well as submission of comprehensive, accurate and timely quarterly and annual reports on the use of Mill Levy funds, the quality of services delivered through those funds, and the resultant outcomes for people accepting services with

I/DD living in Denver County.

Appendix I provides a description of initiatives underway and other anticipated activities and expected expenses in the first half of 2018. Actual expenditures from the Special Projects Fund will be reported no less than quarterly.

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III. **Administration**

Overhead costs are an allowable expense component for each of the service types described within the addendum, with a set limit not to exceed 15%.

IV. **Budget Management – Exhibit A-10**

Denver Options, Inc. Mill Levy Program Budget Summaries, Appendix 2 for the period of January 1, 2018 through June 30, 2018 identifies budgeted expenditures and estimated non-mill levy revenues for departments within Denver Options, Inc. that are to be billed to and reimbursed through the mill levy agreement. The monthly expenditures to be billed and reimbursed through the mill levy are to be calculated as the difference between actual expenditures incurred by each of the departments described above, and the non-mill levy revenues received by each of the departments. All amounts billed and reimbursed shall be supported with detailed source documentation supporting the expenditure in each instance. Such documentation shall be maintained by Denver Options, Inc. at its offices.

Any revisions to Exhibit A-10 shall not take effect unless and until it is approved in writing by both parties, approved as to form by the City Attorney's office, and filed by the Department of Human Services in the City's contract system (Alfresco).

Denver Options, Inc. shall maintain an awareness of the City and County of Denver Fiscal Accountability Rules, specifically the following: Rule 7.1 – Propriety of Expenditures, Rule 7.3 – Official Function Expenditures, Rule 7.4 – Food and Beverage Expenditures and Rule 10.12 – Employee Gifts, Prizes, and Awards. Denver Options, Inc. shall operate within the guidelines of these fiscal rules whenever possible and bring any discrepancies in their practice to the attention of DDHS for review.

VI. **Additional Requirements for the period covered through this addendum**

- Denver Options, Inc. will provide quarterly progress reports following the end of each quarter of the year and will distribute a copy to the Executive Director of DDHS and will also post the report on its RMHS website. The written reports shall include the actual number of individuals served and services provided through the mill levy funds. Additionally, the written reports shall include an update regarding the progress Denver Options has made in developing a financial report to document the amount of mill levy funds expended by client and by unit of service.
- Denver Options, Inc. may be requested to assist in finding resources for DDHS youth with developmental disabilities or delays needing care, as well as the transitioning of young adults.
- Denver Options, Inc. and DDHS will hold monthly meetings throughout the term covered through this addendum unless the parties mutually agree to cancel a meeting.

Meetings will address referrals and other services that can be a benefit for DDHS Clients.

- DDHS requests the continued participation of Denver Options, Inc. in Denver's Forensic Collaborative for At Risk Adults.
- DDHS and Denver Options, Inc. agree that funding for additional programs may be addressed in a supplemental addendum(s).
- DDHS and Denver Options, Inc. agree that the standard for expenditures billed to the Mill Levy shall be that the expenditures be reasonable and ordinary. DDHS and Denver Options, Inc. further agree that Denver Options, Inc. will use consistent cost allocation methodology unless Denver Options, Inc. requests an approval for an adjustment, approval of which will not be unreasonably withheld.
- Mill levy funds will not be used for fundraising; and any communications and outreach-related expenses that are billed to the mill levy funds shall be to support intellectual and developmental disability programs.
- Executive salaries shall be properly classified as administrative expenses.

Budget Attachments: Exhibit A-10 Appendix 1
Exhibit A-10 Appendix 2

Exhibit A Appendix 1

During the period of January – June, 2018, RMHS will distribute funds for services and supports to people with I/DD in Denver across six priority areas as outlined below. Total estimated direct cost of these services is \$4,000,000 for January - June 2018. In addition, estimated administrative cost for January – June, 2018 is \$200,000.

1. **Client Education/Increasing Independence:** includes programs and services already underway, such as:
 - a. Assistive technology project
 - b. Financial health classes & workshops
 - c. Self-employment education
 - d. Supported employment marketplace

Estimated direct cost of services in this area is \$1,100,000 for January - June 2018.

2. **Homelessness Initiative:** intended to provide increased outreach and support connecting to services, including housing and income stabilization, by staff trained in working with the I/DD population

Estimated direct cost of services in this area is \$100,000 for January - June 2018.

3. **Individual Needs:** intended to meet individuals'/families' basic needs and includes programs and services already underway, such as:
 - a. Unmet Needs – accessing additional services through the Service Planning process
 - b. Meeting needs as requested on an individual basis for items such as mattresses, clothing, housing stabilization, classes, co-pays for medical and therapy visits

Estimated direct cost of services in this area is \$1,510,000 for January - June 2018.

4. **Integrated Health:** includes programs and services already underway, such as:
 - a. Expansion of behavioral services
 - b. Collaborative positive behavioral support
 - c. Expansion of school services for I/DD children with behavioral challenges

Estimated direct cost of services in this area is \$400,000 for January - June 2018.

5. **Social/Recreational:** includes programs and services already underway, such as:
 - a. Arts & community exploration
 - b. Recreation center passes
 - c. Social inclusion for children with autism

Estimated direct cost of services in this area is \$600,000 for January - June 2018.

6. **Training & Support:** provides services to assist caregivers, providers, families, and the general public to increase knowledge of intellectual & developmental disabilities as well as develop skills in providing care and support to this population. This area includes programs and services already underway, such as:
 - a. Early Intervention (age 0-3) provider training series
 - b. Family autism resources for families of newly diagnosed individuals
 - c. Early Intervention play group and parent support groups

Estimated direct cost of services in this area is \$290,000 for January - June 2018.

Denver Options , Inc
dba Rocky Mountain Human Services
Mill Levy Program Department Summary
Exhibit A-10 Appendix 2
January 1, - June 30, 2018

	Department								Total Internal Programs	2600	
	1200 Resident	2100 SLS	3100 FSSP	3200 EI	3300 ACT	4400 SC	4600 BH	9600 Comm		Mill Special Projects	Mill Total
Revenues											
Program Revenues											
Medicaid	\$ 2,299,600	\$ 2,079,000	\$ -	\$ 331,420	\$ 502,040	\$ 1,192,110	\$ 57,650	\$ -	\$ 6,461,820	\$ -	\$ 6,461,820
State Funding	\$ 80	\$ -	\$ 502,800	\$ 434,230	\$ 1,624,090	\$ 545,160	\$ 6,260	\$ -	\$ 3,112,620	\$ -	\$ 3,112,620
Grants	\$ -	\$ -	\$ -	\$ 150,570	\$ 70,710	\$ -	\$ -	\$ -	\$ 221,280	\$ -	\$ 221,280
Mill Levy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Funding	\$ 315,090	\$ -	\$ -	\$ 19,990	\$ 355,430	\$ -	\$ 66,140	\$ -	\$ 756,650	\$ -	\$ 756,650
Donations	\$ -	\$ -	\$ -	\$ 8,740	\$ 1,740	\$ -	\$ -	\$ -	\$ 10,480	\$ -	\$ 10,480
Other	\$ 8,160	\$ 284,000	\$ -	\$ -	\$ -	\$ 670	\$ -	\$ -	\$ 292,830	\$ -	\$ 292,830
Total Revenues	\$ 2,622,930	\$ 2,363,000	\$ 502,800	\$ 944,950	\$ 2,554,010	\$ 1,737,940	\$ 130,050	\$ -	\$ 10,855,680	\$ -	\$ 10,855,680
Expenses											
Direct Expenses											
Medical -Therapy Services	\$ 2,800	\$ 124,040	\$ 136,920	\$ -	\$ 1,584,080	\$ 2,010	\$ -	\$ -	\$ 1,849,850	\$ 882,290	\$ 2,732,140
Client Care Services	\$ 1,509,660	\$ 1,851,770	\$ 227,570	\$ -	\$ 193,900	\$ 1,300	\$ 150	\$ -	\$ 3,784,350	\$ 2,695,462	\$ 6,479,812
Transportation	\$ 10,060	\$ 103,680	\$ 3,400	\$ 890	\$ -	\$ -	\$ -	\$ -	\$ 118,030	\$ 22,640	\$ 140,670
Client Housing Support	\$ 27,720	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ -	\$ -	\$ 27,920	\$ 33,770	\$ 61,690
Total Staff Expense	\$ 720,510	\$ 210,440	\$ 313,850	\$ 782,690	\$ 694,090	\$ 1,636,510	\$ 265,650	\$ 124,190	\$ 4,747,930	\$ 112,010	\$ 4,859,940
Staff Travel	\$ 12,440	\$ 240	\$ 3,020	\$ 12,690	\$ 9,930	\$ 22,380	\$ 890	\$ 440	\$ 62,030	\$ 1,560	\$ 63,590
Real Property Rent & Operating Expense	\$ 2,220	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,220	\$ 510	\$ 2,730
General Office Expense	\$ 9,840	\$ 330	\$ 1,700	\$ 4,410	\$ 1,230	\$ 9,180	\$ 730	\$ 1,910	\$ 29,330	\$ 970	\$ 30,300
Telephone Expense	\$ 3,410	\$ 430	\$ 1,280	\$ 4,200	\$ 1,930	\$ 7,320	\$ 680	\$ 320	\$ 19,570	\$ 210	\$ 19,780
Purchased Services	\$ 1,970	\$ 10,390	\$ 6,150	\$ 10,020	\$ 1,460	\$ 9,870	\$ 1,650	\$ -	\$ 41,510	\$ -	\$ 41,510
Dues, Subscriptions, Conferences	\$ 250	\$ -	\$ -	\$ 1,950	\$ 3,820	\$ 230	\$ 740	\$ 1,300	\$ 8,290	\$ -	\$ 8,290
Insurance	\$ 3,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,310	\$ -	\$ 6,150	\$ -	\$ 6,150
Interest	\$ -	\$ -	\$ -	\$ -	\$ 10	\$ -	\$ -	\$ -	\$ 10	\$ -	\$ 10
Other	\$ 16,000	\$ 25,000	\$ -	\$ -	\$ 30,000	\$ 79,140	\$ -	\$ 210	\$ 150,350	\$ 46,188	\$ 196,538
Depreciation & Amortization	\$ 2,060	\$ 3,770	\$ 2,230	\$ 3,570	\$ 540	\$ 3,560	\$ 610	\$ -	\$ 16,340	\$ -	\$ 16,340
Allocated Facilities, IT, Revenue Cycle	\$ 193,580	\$ 145,800	\$ 93,690	\$ 467,260	\$ 419,180	\$ 657,250	\$ 65,610	\$ 36,340	\$ 2,078,710	\$ 22,570	\$ 2,101,280
Total Direct Expense	\$ 2,516,360	\$ 2,475,890	\$ 789,810	\$ 1,287,680	\$ 2,940,170	\$ 2,428,950	\$ 339,020	\$ 164,710	\$ 12,942,590	\$ 3,818,180	\$ 16,760,770
Overhead											
Allocated Overhead	\$ 251,640	\$ 247,590	\$ 78,980	\$ 128,770	\$ 294,020	\$ 242,900	\$ 33,900	\$ 16,470	\$ 1,294,270	\$ 381,820	\$ 1,676,090
Allocation Credit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (81,180)	\$ (81,180)	\$ -	\$ (81,180)
Total Overhead Expense	\$ 251,640	\$ 247,590	\$ 78,980	\$ 128,770	\$ 294,020	\$ 242,900	\$ 33,900	\$ (64,710)	\$ 1,213,090	\$ 381,820	\$ 1,594,910
Total Expenses	\$ 2,768,000	\$ 2,723,480	\$ 868,790	\$ 1,416,450	\$ 3,234,190	\$ 2,671,850	\$ 372,920	\$ 100,000	\$ 14,155,680	\$ 4,200,000	\$ 18,355,680
NET SURPLUS/(DEFICIT)	\$ (145,070)	\$ (360,480)	\$ (365,990)	\$ (471,500)	\$ (680,180)	\$ (933,910)	\$ (242,870)	\$ (100,000)	\$ (3,300,000)	\$ (4,200,000)	\$ (7,500,000)