

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **SMITH AGENCY**, a Colorado nonprofit corporation, whose address is 14364 East Evans Avenue, Aurora, Colorado 80014 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated April 24, 2024, for the provision of out-of-home placement services (the “Agreement”); and

WHEREAS, the Parties now wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Article 1 of the Agreement defining the Term of the Agreement is hereby amended to read as follows:

“**1.** This Agreement shall be in force from January 1, 2024, through September 30, 2026. Any child may be removed from the facility prior to the end of the agreement or fiscal year by the county department.”

2. Section 1, Paragraph 2 of the Agreement defining the Maximum Contract Amount is hereby amended to read as follows:

“**Section 1.**

2. Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation will not exceed **SEVEN HUNDRED THIRTY-TWO THOUSAND THREE HUNDRED TWENTY-SIX DOLLARS AND ZERO CENTS (\$732,326.00)** (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 the Contractor beyond that specifically described in Attachments 1 and 1-1. Any services performed beyond those in Attachment 1 and 1-1 or performed outside the Term are performed at the Contractor’s risk and without authorization under this Agreement. See Attachment A for Compensation and Payment.”

3. All references to **Attachment 1** in this Agreement shall thereafter be deemed to refer to **Attachment 1 and 1-1**. All other terms and conditions of the Agreement shall remain in full force and effect.

4. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

5. 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.

6. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Attachment 1-1**, Scope of Work.

[SIGNATURE PAGES TO FOLLOW]

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Contract Control Number: SOCSV-202579006-01; 2024-72923-01
Contractor Name: SMITH AGENCY

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:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

SOCSV-202579006-01; 2024-72923-01
SMITH AGENCY

By:

Signed by:

Ginger Munroe

99B1A07D13BF462...

Name:

Ginger Munroe

(please print)

Title:

CFO

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

Smith Agency
Attachment 1-1
SCOPE OF WORK
Jaggaer No. SOCSV2025-79006-01

I. Overview

Contractor Name	Smith Agency
Business Address	14364 E. Evans Avenue Aurora, CO 80014
Website	https://www.smithagencyinc.org/
Services Summary	Services to provide out-of-home placement services for eligible unaccompanied refugee minor children/youth ages birth to 18 (or up to age 21 if placed in the custody of DHS prior to their 18th birthday). Services in this Agreement are funded through the URM grant and also closely adhere to Colorado Department of Human Services Child Welfare Out-of-home-placement requirements.
Contract Term	1/1/2024 – 9/30/2026
Fiscal Term(s)	Grant Cycle 1 & 2: 1/1/2024 – 9/30/2025 Grant Cycle 3: 10/1/2025 – 9/30/2026
Fiscal Term Budget Totals	Grant Cycle 1 & 2: \$400,000 Grant Cycle 3: \$332,326
Contract Budget Total	\$732,326
Division	Child Welfare Services (CW)
Program	OOHPA-CPA (Out of Home Placement – Child Placement Agency)
Funding, Funding Type	Child Welfare 13008/5511010
CCD Contract # (Legacy #)	SOCSV-2024-72923-01

II. Purpose of Agreement

The purpose of the contract is to establish an agreement and scope of services between Denver Human Services (DHS or the Department) and Contractor to provide Out-of-Home Placement Services for Unaccompanied Refugee Minors (URM) in the custody of DHS.

III. Services

This Agreement sets forth the requirements, best practices, and other methods for providing a comprehensive framework of care as described here and in the Agreement.

- A. In addition to any other services required by the Agreement and attachments, services will be provided based on a Child Specific Addendum (SS23B) on DHS's Provider Portal (Portal) to be determined for each child/youth (or, if necessary, on such other assessment instruments as determined by the parties to this Agreement).
 - 1. The services purchased under this Agreement may include, but are not limited to:
 - a. Basic 24-hour care and child maintenance (food, shelter, clothing, educational supplies, personal incidentals and allowance).
 - b. Administrative overhead and case management.
 - c. Behavioral health services which may include but are not limited to individual, group and family therapy. In-home services and day treatment may be authorized and paid

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through the child's/youth's Medicaid eligibility. Behavioral health services may also be authorized and purchased directly by the City through the Department's Core Service program.

- d. For Children's Habilitation Residential Program (CHRP) eligible children/youth, services determined to be needed, including behavioral health services, will be contracted and paid for through CHRP. Medicaid services are medical in nature. DHS encourages contractors to become CHRP certified providers, to the extent their licensure allows.

B. Service Expectations

1. Treatment Plan:

- a. At a minimum, the treatment plan shall be developed within the time frame allowed by the state. For CHRP eligible children/youth, Denver Human Services is required to develop the service plan.
- b. The initial treatment plan shall contain a primary discharge plan and secondary discharge plans (i.e. moving to home or to a foster home; moving to adult services for CHRP eligible youth), based upon the child's/youth's needs.
 - i. Discharge plans must transfer with child to all future placements and homes.
- c. The treatment plan and services shall support the DHS "permanency goal."
- d. The treatment plan shall focus on the needs of the child/youth and how the Contractor will actively engage in therapeutic resources to resolve behavioral, emotional and/or developmental difficulties the child/youth may be experiencing.
- e. The treatment plan shall address any visitation needs for the child/youth and his/her family members.
- f. For CHRP eligible children/youth, the treatment plan shall focus on resolution and/or management to the primary issue(s) resulting in the placement with the goal of bringing the youth to a minimally adequate functioning level to be successful in the community to enhance the child's functioning.
- g. The treatment plan shall address any visitation needs for the child/youth and his/her family members.
- h. Treatment plans shall be approved by DHS staff and Probation, when involved.

2. Reporting:

- a. Reporting must be completed at no longer than three-month intervals after placement with the Contractor. Reports shall include, at a minimum:
 - i. Any changes to the child's/youth's physical condition, psychological and social functioning,
 - ii. Changes in the child's/youth's family situation,
 - iii. Educational progress, significant incidents or disciplinary actions,
 - iv. Progress made to achieve goals specified in the treatment plan,
 - v. Name, address and phone number of the child's/youth's current medical and dental providers,
 - vi. Dates of medical and dental appointments that occurred during the reporting period.
- b. Major incidents, including state defined "critical incidents" as well as incidents involving drug use, assaultive behaviors, major property damage, running away, and physical management shall be reported within one business day to DHS Placement Navigation staff and Probation, if involved. Any police contacts and court dates resulting from these contacts must be included in the report.

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- vii. Foster caregivers will communicate with the caseworker on their experience and the impact to the child with virtual visitation.
- 6. **Interpreter Costs:** If an interpreter is needed for any DHS sponsored events or meetings at DHS (FEM, etc.), DHS will be responsible for providing the interpreter services. If an interpreter is needed for anything at the Child Placement Agency or in the foster/group home/group center, the Contractor will be responsible for obtaining and paying the cost of interpreter services. Placement Navigator will notify Contractor if the child/youth/or family does not speak English prior to the placement being finalized.
- 7. Contractor shall register with DHS Provider Portal (Portal), and will complete and sign the electronic SS23B, AGREEMENT TO PURCHASE, within two weeks after receiving the Authorization.
 - a. To facilitate the placement and payment process, Contractor must set up “Manage Notification Preferences” in the Portal.
 - b. The Roster provided in the Portal must be completed no sooner than the first day of the month following the time of care and submitted in the Portal no later than the fifth day of the month following the time of care. If submitting after the fifth day, Contractor will not be paid until the following month payroll.
- 8. **Discharge Coordination:**
 - a. Discharge planning will need to occur with the timeline set. Coordination with all relevant parties as determined by the court,
 - b. Discharge plans for all children/youth shall be developed and provided to DHS staff (and probation officers if applicable) at least three weeks prior to a planned discharge or within one week after an unplanned discharge.
 - c. Emergency circumstances, Contractor must work with DHS to move child as quickly as possible.
 - i. Child belonging
 - ii. Documents/records
 - iii. Existing plans
 - d. Child/Youth shall leave with a sufficient quantity (30-day supply) of any needed medications to cover until the child/youth is able to see a practitioner who may prescribe the medications in the community. In this regard, the Contractor shall verify that a practitioner has been identified and an appointment date is set to provide such service.
 - e. There shall be a clear educational transition plan identified at the time the discharge plan is developed. The plan shall be developed in cooperation with DHS staff and Probation Office staff, if applicable. At the time of discharge the social caseworker/DHS staff shall receive copies of transcripts related to educational credits a child/youth earned while in the facility, if any were earned.
 - f. The children/youth will enter placement with a log of belongings. The log is to be updated periodically and signed off on by the child/youth or guardian.
 - g. Children/Youth shall leave placement with a sufficient amount of clothing and possessions including all possessions with which they entered the placement. Items that have been lost or stolen should be timely documented and reported to the child's/youth's assigned caseworker. Documentation as to how the items were replaced at a comparable value shall be included
- 9. **Value of Family Engagement Meeting (FEM) Meetings:**

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- a. Child Placement Agencies shall give 30 days' notice in writing to their assigned Placement Navigator when requesting that a child/youth be moved from one of their foster homes except for emergency removals.
- b. The Department is required to schedule a FEM meeting within five working days of receipt of this notice.
- c. The appropriate CPA staff person and the foster parent are expected to participate in the FEM meeting either in person.
 - i. Attendance by phone or other virtual options can be requested and may be granted based upon the best interest of the child and determination by DHS that the request is reasonable within the context of the situation.

IV. Process & Outcome Measures

A. Process Measures

1. Contractor will know the strengths and areas for improvement of all placement providers so children/youth will be placed with the best possible match.
2. Contractor will provide placement services, therapeutic services and participate in all case planning activities.
3. Contractor will help facilitate visitation and therapeutic services with children, youth and families during placement, including assisting with home visitation structure and facilitating transportation.
4. Contractor will communicate regularly with caseworker and Placement Navigator staff and inform them of any obstacles to treatment or reunification as they arise.

B. Outcome Measures

1. Agency average discharge success rate will be 80% or higher.
2. Agency average discharge success rate one-year post-discharge from placement will be 75% or higher.
3. Percentage of 30-day notices for clients that have not successfully completed the program will average 5% or less.

V. Background Checks

Contractor shall provide background checks for all current and prospective employees of Contractor, and/or any subcontractor who has any direct contact with a child/youth involved in any phase of an open child welfare case including, without limitation, those in the process of being placed and those who have been placed in out-of-home care. Each employee, prospective employee and/or subcontractor shall submit a complete set of fingerprints to the Colorado Bureau of Investigation (CBI) that were taken by a qualified law enforcement agency to obtain any criminal record held by the CBI.

A. Contractor Employees and Subcontractors

1. The person's employment is conditional upon a satisfactory criminal background check and subject to the same grounds for denial or dismissal as outlined in 26-6-104(7), C.R.S., including:
 - a. Checking records and reports; and
 - b. Individuals who have not resided in the state for two years shall be required to have Federal Bureau of Investigation (FBI) fingerprint-based criminal history.

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2. Payment of the fee for the criminal record check is the responsibility of the Contractor or at Contractor's option individual being checked. In either case, DHS will not reimburse any of the costs associated with background checks.

B. Volunteers and Students

1. If volunteers or students are used by Contractor, Contractor shall define specifically the services to be given by that individual.
2. Volunteers and students who are assigned to work directly with the children/youth shall:
 - a. Be subject to reference checks similar to those performed for employment applicants.
 - b. Be supervised by Contractor's paid and qualified staff and report any concerns or issues to that staff
 - c. Be oriented and trained in the confidential nature of their work and the specific job which they are to do prior to assignment.
3. Provisions for employment and volunteer/student related background check inquiries will be followed as outlined in Section 7.701.32 "Use of Reports and Records of Child Abuse or Neglect for Background and Employment Inquiries."

VI. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the program area and other designated DHS staff throughout the term of the Agreement. Contractor may be reviewed for:

1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
2. **Contract Monitoring:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. Financial Services, in conjunction with the DHS program area and other designated DHS staff, will provide performance monitoring and reporting reviews. DHS staff will manage any performance issues and will develop interventions to resolve concerns.
3. **Compliance Monitoring:** Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards and policies.
4. **Financial Monitoring:** Will ensure that contracts are allocated and expended in accordance with the terms of the agreement. Contractor is required to provide all invoicing documents for the satisfaction of Financial Services. Financial Services will review the quality of the submitted invoice monthly. Financial Services will manage invoicing issues through site visits and review of invoicing procedures.

B. Reporting

The following reports shall be developed and delivered to the City as stated in this section.

Report Name	Description	Frequency	Reports to be sent to:
1. Progress Reports	Report shall demonstrate information as stated above in Section II. B. 2.a	No longer than three-month intervals after placement.	<u>Placementdesk@denvergov.org</u> , Assigned Caseworker and Probation, if involved

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	This will include numbers of children/youth served and types of services provided.		
2. Major incidents, including state defined “critical incidents” reports and Institutional Abuse (IA) investigations	Report shall demonstrate information as stated above in Section II. B. 2.b	Within one (1) business day of incident or receipt of notice of incident.	Placementdesk@denvergov.org , Assigned Caseworker and Probation, if involved
3. Discharge Plan	Report shall demonstrate information as stated above in Section II. B. 5.a. b. c. and d.	3 Weeks prior to a planned discharge or within one week after an unplanned discharge.	Placementdesk@denvergov.org , Assigned Caseworker and Probation, if involved
4. Quarterly Report	Report shall demonstrate achievement of the Process and Outcome Measures of this SOW	Quarterly	Placementdesk@denvergov.org , Assigned Caseworker and Probation, if involved
5. All medical and dental reports (Denver Human Services Health Visit Form)	Completed DHS Health Visit Form or documentation from alternative provider of physicals, medical and dental procedures.	Within one (1) business day of medical/dental appointment or of receipt of documentation.	medicalpassportteam@denvergov.org
6. Other reports as reasonably requested by the City.	To be determined (TBD)	TBD	TBD

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VII. Invoicing Requirements

- A.** Invoices shall be completed and submitted on or before the 15th of each month following the month services were rendered. Contractor shall use DHS' preferred invoice template, if requested. Invoicing supporting documents must meet DHS requirements.
- B.** Invoices shall be submitted electronically to: DHS_Contractor_Invoices@denvergov.org.

VIII. Availability of Funds

- A.** "Grant Cycle 1 and 2" (GC1/GC2) refers to the period from January 1, 2024, through September 30, 2024, and the period from October 1, 2024, through September 30, 2025.
- 1.** GC1 and GC2 funds shall only be used for the grant cycle activities, as defined in the Scope of Work.
 - 2.** Contractor must expend all funds designated for use within GC2 before September 30, 2025, or forfeit remaining GC2 funds.
- B.** "Grant Cycle 3" (GC3) refers to the period from October 1, 2025, through September 30, 2026.
- 1.** GC3 funds shall only be used for GC3 activities, as defined in the Scope of Work.
- C.** Contractor is responsible for ensuring that funds are allocated and spent in compliance with requirements of the respective grant year.

Contractor Name: Smith Agency			
Contract Number: SOCSV-202472923-01;202579006-01			
Program: OOHPA – URM Funding			
Contract Term: 1/1/2024 – 9/30/2026			
Grant Cycle 1: 1/1/2024 – 9/30/2025 & Grant Cycle 2: 10/1/2024 – 9/30/2025			
Fiscal Term: 1/1/2024 – 9/30/2025			
Fiscal Amount: Grant Cycle 1 & 2: \$400,000.00			
Services	Fees	Budget	Narrative
Placement services provided to Unaccompanied Refugee Minor(s)	1. Service Daily Rate – Controlled by CO Department of Healthcare Policy and Finance (HCPF). There are six different tiers/levels of support. The contractor and DHS shall determine, prior to placement, which level of support is necessary for the youth. Charged at rate/client/month. 2. Monthly Room & Board Rate – Controlled by HCPF. Charged at rate/client/month.	\$398,500	Fee for this service is payable upon completion and documentation submitted. If and when rates are changed by controlling authority, Contractor must submit an updated rate

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	3. Monthly Personal Allowance – Monthly allowance provided directly to the youth via Debit Card. Charged at rate/client/month.		sheet along with invoice.
Reimbursable Expenses			
Expense	Budget	Narrative	
Client Services: Clothing Cost	\$1,500	Cost of purchasing clothing for youth, to be reimbursed at cost, excluding tax. Allowance must not exceed \$500 per youth per year; this balance resets on January 1 st of each calendar year. Invoice must include itemized proof of purchase and payment.	

Grant Cycle 3: 10/1/2025 – 9/30/2026			
Fiscal Term: 10/1/2025 – 9/30/2026			
Fiscal Amounts: Grant Cycle 3: \$332,326.00			
Services	Fees	Budget	Narrative
Placement services provided to Unaccompanied Refugee Minor(s)	4. Service Daily Rate – Controlled by CO Department of Healthcare Policy and Finance (HCPF). There are six different tiers/levels of support. The contractor and DHS shall determine, prior to placement, which level of support is necessary for the youth. Charged at rate/client/month. 5. Monthly Room & Board Rate – Controlled by HCPF. Charged at rate/client/month. 6. Monthly Personal Allowance – Monthly allowance provided directly to the youth via Debit Card. Charged at rate/client/month.	\$330,501	Fee for this service is payable upon completion and documentation submitted. If and when rates are changed by controlling authority, Contractor must submit an updated rate sheet along with invoice.
Reimbursable Expenses			
Expense	Budget	Narrative	

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Client Services: Clothing Cost	\$1,000	Cost of purchasing clothing for youth, to be reimbursed at cost, excluding tax. Allowance must not exceed \$500 per youth per year; this balance resets on January 1 st of each calendar year. Invoice must include itemized proof of purchase and payment.
Client Services: Cultural Integration Cost	\$825	One time cost of purchasing items to support cultural integration for newly arrived youth, to be reimbursed at cost, excluding tax and items must be preapproved by DHS caseworker prior to purchase. Allowance must not exceed \$825 per youth. Invoice must include itemized proof of purchase and payment. Items may include but are not limited to essentials such as: • Cell phone (maximum \$200) • Computer or tablet (if not provided by the youth's school) • Bicycle • Cooking supplies needed to make cultural foods • Language learning resources • Items that youth need to maintain connection to culture or religion This does not include hygiene products, clothing, cultural foods, or other needs that should be covered under the foster care, group home, host home daily rate or clothing allowance. All items purchased using cultural integration funds are the property of the youth and not the placement provider.

Total Contract Budget	\$732,326
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IX. Contract Lifecycle Summary

A. The table below summarizes the history of the contract to date, providing context on the life of the contract for the current scope of work.

Contract Version	Contract Term	Fiscal Term	Current Budget	Additional Amount	New Contract Total
Base	1/1/2024 – 9/30/2026	1/1/2024 – 9/30/2025 (GC1 & GC2)	\$400,000 (GC1 & GC2)	\$0	\$400,000
1 st Amendment	1/1/2024 – 9/30/2026	10/1/2025 – 9/30/2026 (GC3)	\$400,000 (GC3)	\$332,326	\$732,326