

SECOND AMENDATORY AGREEMENT

Out-Of-Home Placement Services
Child Placement Agency Services (CPA)

THIS SECOND AMENDATORY AGREEMENT is between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **DENVER AREA YOUTH SERVICES** dba DAYS located at 1530 West 13th Avenue, Denver, Colorado 80204, Trails Number 45069 (the “Contractor”), collectively “the parties”.

The City and the Contractor previously entered into an Agreement to provide Child Placement Agency (CPA) services (the “Agreement”).

The parties now desire to amend the Agreement to change the rates of reimbursement (following State changes to the same, beginning July 1, 2013), to modify other language relating to adoption, foster care, and transportation, and to establish a maximum contract amount for services provided and paid for with combined state and local program funds.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 8 in General Provisions in Attachment A is amended to read:

“8. Prior agreements; modification of Attachment 1-2 (Scope of Work). This Agreement is in lieu of and supersedes all prior agreements between the parties and relating to the care and services here described. The parties may modify **Attachment 1-2** to increase or decrease the services contained therein or to adjust upward or downward specific line item expenses identified on **Attachment 1-2**; provided, however, that no modification to **Attachment 1-2** shall result in or be binding on the City if any proposed modification(s), individually or collectively, require(s) an expenditure of additional funds. The parties shall memorialize in writing any and all modifications to **Attachment 1-2** by revising and restating said **Attachment 1-2** and stating the date upon which the modified Attachment shall take effect. Any modification to **Attachment 1-2** 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 placed on file by the Agency with the City Clerk. Any modification to **Attachment 1-2** agreed to by the parties that requires an increase in the funds to be expended shall be evidenced by a written Amendatory Agreement prepared and executed by both parties in the same manner as this Agreement.”

2. Paragraph 9 in General Provisions in Attachment A is amended to read:

“9. Rate of Care. The Contractor agrees to provide the care and services which are described in this Agreement and its attachments, based on a child specific authorization, **Out-of-Home Placement Authorization and Terms (OOHPA)** form, attached and incorporated as **Attachment 2**, identifying individual service needs

completed by DDHS for each child being served by the Contractor. If this is a CPA (Child Protection Agency) placement, the rate will be based on the Child Specific Needs Based Care Assessment level for each child or on such other assessment instrument as determined by the parties to this agreement. The completed **Needs Based Care Assessment** will be in a format substantially similar to **Attachment 3**, attached and incorporated here. A rate of payment will be determined for each child according to the **Needs Based Care Rate Table** attached here as **Attachment 4-2** and incorporated here by reference. Exceptions may be made for children with extreme needs on a case by case basis with the approval of a Child Welfare Administrator or Manager. See Attachments 3 and 1-2 for this determination. For children placed in the “foster home” level of care, the Needs Based Care Assessment will be re-administered periodically to insure that it accurately reflects the current needs of the child.”

3. Paragraph 10 in General Provisions in Attachment A is amended to read:

“10. Compensation and Payment.

a. State Payment /No City Funds. The Contractor shall be compensated only for the approved services actually provided to a given child or family. It is agreed that all payments or reimbursements to the Contractor shall be made through direct drawdown payment utilizing the State of Colorado Trails System and that no City funds have been or will be appropriated or encumbered to pay any payments or reimbursements to the Contractor, and that the City shall have no direct payment obligations whatsoever to the Contractor. In any event, any performance obligation of the City, whether direct or contingent, under this Agreement or any amendment, would extend only to funds appropriated by the Denver City Council, paid into the City Treasury, and encumbered for purposes of this Agreement. The Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

b. Maximum Contract Amount: Notwithstanding any other provision of the Agreement, the total maximum payment for services during the term of the agreement shall not exceed **One Million Two Hundred Eighty Nine Thousand Six Hundred Forty Six Dollars and Seventy One Cents (\$1,289,646.71).**”

4. Paragraph 12 in General Provisions in Attachment A is amended to read:

“12. Adoption. If a foster child is being adopted by the CPA foster parent, administrative payment to the CPA will terminate on the date of the adoption. During the period preceding the adoption, the administrative rate may be reduced by the City consistent with the adoptive parent’s increasing independence from CPA services. The County and Provider agree that the provider reimbursement rates for children placed in a Concurrent Adoptive home shall be based on the Needs Based Care Rates in **Attachment 4-2**. This applies to Certified Foster Care homes once it is established that this placement is to be the child’s permanent (Adoptive) home. **Attachment 4-2** identifies when this rate is applied to situations where a child was initially placed only for the purpose of Foster Care.

A determination that the placement is to be the permanent home is made based on the provider having completed and signed the Foster Parent Declaration Form (**Attachment 12-1**) and termination of parental rights has occurred rendering the child free and clear for adoption. The Needs Based Care Tool shall be utilized to determine the rates for all Adoptive placements. Administrative rates to Child Placement Agencies will not be affected and will continue to be determined by the Needs Based Care Tool (**Attachment 3**).”

5. Paragraph 16 in Description of Services to be Purchased in Attachment A is amended to read:

“**16. The amount paid** for purchased care and services for less than a full month will be based upon the daily rate contained in **Attachment 4-2 and 1-2.**”

6. Paragraph 17 in Description of Services to be Purchased in Attachment A is amended to read:

“**17. The services purchased** under this Agreement may include, but are not limited to basic 24 hour care and child maintenance (food, shelter, clothing, educational supplies, personal incidentals and allowance), administrative overhead, and case management. 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 through the child’s Medicaid eligibility. Behavioral health services may also be authorized and purchased directly by the City through the Core Service program. The amount paid for purchased care and services must be in writing and will be based upon the negotiated rate. The total rate of payment for care and services under this Agreement shall not exceed the established negotiated rate as found in **Attachment 4-2 and 1-2** for preferred providers, network providers or group homes or centers.”

7. Paragraph 19 in Description of Services to be Purchased in Attachment A is amended to read:

“**19. Transportation** shall be furnished by City between the child’s residence and Contractor’s facility for the initial placement and return after the treatment plan is completed. (Emergency Placement is an exception and contractor will be responsible for transportation). During placement the Contractor shall provide or pay for reasonable fees associated with transportation as defined in **Attachment 1-2.**”

8. Attachment 1-2, Scope of Work for Child Placement Agency Contractor, shall be added to the Agreement effective July 1, 2013. It shall control the scope of work and rates from July 1, 2013 forward. All references to “...Attachment 1...” in the existing Agreement and attachments shall be amended to read: “...Attachment 1, 1-1 and 1-2, as applicable...” Attachment 1-2 is attached and incorporated by reference.

9. Attachment 4-2, Denver County Foster Care Rates shall be added to the Agreement

effective July 1, 2013. It shall control the scope of work and rates from July 1, 2013 forward. All references to "...Attachment 4..." in the existing Agreement and attachments shall be amended to read: "...Attachment 4, 4-1 and 4-2 as applicable..." Attachment 4-2 is attached and incorporated by reference.

10. Attachment 12-1, Denver Human Services' Foster Parent Declaration Form, shall be added to the Agreement effective July 1, 2013.
11. This Second Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.
12. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

Attachments 1-2, 4-2 and 12-1

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-201205817-02

Contractor Name: DENVER AREA YOUTH SERVICES dba DAYS

By: Neil A. diAlbergo

Name: Neil A. diAlbergo, MSW, MBA
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Scope of Work for Child Placement Agency Contractor

I. Purpose of Agreement

The purpose of the contract is to establish an agreement and scope of services between Denver Department of Human Services (DDHS) and Contractor to provide Out-of-Home Placement Services for youth in the custody of the department.

II. Program Goals & Outcomes

Goal	Outcome
Goal #1 To improve client outcomes.	Improved outcomes for children and youth in placement and treatment services.
Goal #2 To develop partnerships to ensure appropriate placements, collaborative service planning and successful and meaningful coordination of care.	Improved matching of children with foster/group homes. Decreased likelihood of children re-entering same or higher level of care.
Goal #3 To improve communication between placement contractors and DHS staff.	Increase frequency of communication between contractor and DHS Utilization Management (UM) team.
Goals #4 To decrease length of time children spend in out-of-home placement.	Children returned home or placed with relatives more quickly.
Goal #5 To increase monitoring of contractor agreement.	Improved continuum of care for children and cost savings to department.

III. Services

This agreement seeks to describe between DDHS and Contractor 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 Needs Based Care Assessment determined for each child (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 through the child’s Medicaid eligibility. Behavioral health services may also be authorized and purchased directly by the City through the Department’s Core Service program.

B. Service Expectations

1. Treatment Plan:
 - a. At a minimum, the treatment plan shall be completed within the time frame allowed by the state.
 - b. The treatment plan and services shall support the DDHS "permanency goal."
 - c. The treatment plan shall focus on the needs of the child and how the Contractor will actively engage in therapeutic resources to resolve behavioral, emotional and/or developmental difficulties the child may be experiencing.
 - d. The treatment plan shall address any visitation needs for the child and his/her family members.
 - e. Treatment plans shall be approved by DDHS staff and Probation, when involved.
2. Reporting:
 - a. No longer than three-month intervals after placement with the Contractor. Reports shall include, at a minimum, any changes to the child's physical condition, psychological and social functioning, changes in the child's family situation, educational progress, significant incidents or disciplinary actions, and progress made to achieve goals specified in the treatment plan. Additionally, reports shall include the name, address and phone number of the child's current medical and dental providers and dates of 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 DDHS U.M. staff and Probation, if involved. Any police contacts and court dates resulting from these contacts must be included in the report.
 - c. Additional reporting requirements requested by DDHS shall be provided in progress reports within one month of notification by DDHS of the requirements.
3. Transportation: The Contractor shall provide or pay for reasonable fees associated with transportation, e.g., a child's family visitation, appearances in court, interaction with other necessary services (such as medical visits or therapy). Note reimbursement would not apply when a DDHS staff or probation officer agrees to provide such transportation, although they shall not be required to provide such transportation.
4. Discharge Coordination:
 - a. Discharge plans for all children/youth shall be developed in cooperation with the child's caseworker and an appropriate transition plan should be established.
 - b. Children/youth shall leave placement with a sufficient quantity of any needed medications to cover until the child/youth is able to see a practitioner who may prescribe the medications in the subsequent placement.
 - c. 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 assigned caseworker.

- 5. Team Decision-Making Meetings:**
 - a.** Child Placement Agencies shall give 30 days notice in writing to their assigned Utilization Management Coordinator when requesting that a child be moved from one of their foster homes with the exception of emergency removals.
 - b.** The Department is required to schedule a Team Decision-Making Meeting (TDM) 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 TDM either in person or by telephone.

IV. 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 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.
- 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 shall:
 - a.** Be subject to reference checks similar to those performed for employment applicants.
 - b.** Be in good general health. City & Provider have the right to contact the individual's physician.
 - c.** Volunteers and students shall be:
- 3.** Directly supervised by Contractor's paid and qualified staff member who shall be present at all times when the volunteer or student is working directly with or having direct contact with any child or children.
- 4.** Oriented and trained in the culture of the Family to Family site, confidential nature of their work, and the specific job which they are to do, prior to assignment.

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."

V. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the program area and Contracting Services. 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 & Financial Monitoring:** Review and analysis of (a) current program information to determine the extent to which contractors are achieving established contractual goals; (b) financial systems & billings to ensure that contract funds are allocated & expended in accordance with the terms of the Agreement. Contracting Services will provide regular performance monitoring and reporting to program area management. Contracting Services, in conjunction with the DHS program area, will manage any performance issues and will develop interventions that will resolve concerns.
- 3. Compliance Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City codes, laws and regulations, and DHS policies are being met.

B. Reporting

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

Report # and Name	Description	Frequency
1. All medical and dental reports (Denver Human Services Health Visit Report)	Completed DHS Health Visit Report 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.
2. Major incidents, including state defined "critical incidents" Reports	Report shall demonstrate information as stated above in Section III.B.2.b	Within one (1) business day of incident.
3. Quarterly Report	Report shall demonstrate achievement of the Goals of this SOW.	Quarterly
4. Contract Closeout and Summary Report	Report shall demonstrate all functions performed, and how services provided met the overall goals of this Agreement.	Contract End, within 45 days after placement end date.
5. Other reports as reasonably requested by the City.	To be determined (TBD) – ie. Child Safety Plan, Foster Home Action Plan, etc.	TBD

VI. Budget Requirements

Contractor shall provide the services for the City under this agreement using best practices. Only State funds will be used to pay for care and services. Applicable rates shall be determined as set forth in the Agreement and Attachment 4-2.

The rates in Attachment 4-2 are the established rates which have been determined to be sufficient to meet the usual needs of children and youth in out of home placement. Those rates may only be supplemented by an additional payment on a finding by DHS based on documentary evidence of one or more of the following factors: excessive needs of crossover population (D & N plus Delinquency requirements), need for higher levels of supervision (such as line-of-sight supervision for offense-specific population), severe mental illness, excessive transportation needs, excessive developmental or physical limitations, severely medically fragile population, DYC proctor bed rates, mutual care program rates, placement rates for victims of trafficking, or court order.

DENVER COUNTY FOSTER CARE RATES

AGE 0-11

Level of Care	Child Maintenance	Admin Maintenance	Admin Services	Foster Care Respite	Total
0	\$17.21			\$.66	\$17.87
1	\$19.82	\$13.72	\$.01	\$.66	\$34.21
1 ½	\$23.24	\$15.34	\$.01	\$.66	\$39.25
2	\$26.65	\$16.96	\$.01	\$.66	\$44.28
2 ½	\$30.07	\$18.59	\$.01	\$.66	\$49.33
3	\$33.50	\$20.21	\$.01	\$.66	\$54.38
3 ½	\$37.59	\$21.85	\$.01	\$.66	\$60.11
4 (TRCCF Stepdown @ county discretion)	\$41.01	\$23.46	\$.01	\$.66	\$65.14
Assessment Rate (60 days)	\$26.25	\$15.45	\$.01	\$.66	\$42.37

AGE 11-15

Level of Care	Child Maintenance	Admin Maintenance	Admin Services	Foster Care Respite	Total
0	\$18.72			\$.66	\$19.38
1	\$21.34	\$13.72	\$.01	\$.66	\$35.73
1 ½	\$24.75	\$15.34	\$.01	\$.66	\$40.76
2	\$28.16	\$16.96	\$.01	\$.66	\$45.79
2 ½	\$31.58	\$18.59	\$.01	\$.66	\$50.84
3	\$35.01	\$20.21	\$.01	\$.66	\$55.89
3 ½	\$39.10	\$21.85	\$.01	\$.66	61.62
4 (TRCCF Stepdown @ county discretion)	\$42.53	\$23.46	\$.01	\$.66	66.66
Assessment Rate (60 days)	\$26.25	\$15.45	\$.01	\$.66	\$42.37

Effective 7/1/13

OOHPA/CPA_4.11.14_Rates

DENVER COUNTY FOSTER CARE RATES

AGE 15-18

Level of Care	Child Maintenance	Admin Maintenance	Admin Services	Foster Care Respite	Total
0	\$19.81			\$.66	\$20.47
1	\$22.43	\$13.72	\$.01	\$.66	\$36.82
1 ½	\$25.84	\$15.34	\$.01	\$.66	\$41.85
2	\$29.25	\$16.96	\$.01	\$.66	\$46.88
2 ½	\$32.68	\$18.59	\$.01	\$.66	\$51.94
3	\$36.10	\$20.21	\$.01	\$.66	\$56.98
3 ½	\$40.19	\$21.85	\$.01	\$.66	\$62.71
4 (TRCCF Stepdown @ county discretion)	\$43.62	\$23.46	\$.01	\$.66	\$67.75
Assessment Rate (60 days)	\$26.25	\$15.45	\$.01	\$.66	\$42.37

Effective 7/1/13

OOHPA/CPA_4.11.14_Rates

DENVER HUMAN SERVICES' FOSTER PARENT DECLARATION FORM

As a foster parent, you agreed to care for children in your home on a temporary basis. When parental rights are terminated and a child is legally free for adoption foster parents may be considered as a potential adoptive parent for the child.

As a legal risk foster/adopt parent, you agreed to care for children in your home and support permanency for the child including reunification with the birth parent (s) and extend family/kin, guardianship/allocation of parental responsibility and/or adoption.

The Department needs to plan for children who are becoming legally free for Adoption. In order to establish a permanent plan for such children we would like for you to take this time to consider your interest in being considered for adoption of a child in your care.

Please review and sign the appropriate option for your family. Thank you.

INTEREST IN ADOPTION

We (I), the undersigned, have considered carefully and have decided that we (I) would like to be considered for the Adoption of _____, who will be or has been in our (my) care since _____.

We (I) understand that we (I) will under go an Adoptive Home Assessment and that there is no guarantee that we (I) will be approved for this Adoption. We (I) are taking this opportunity to express an interest in being considered for the Adoption of this child.

I make this declaration of my own free will:

Printed Name:

Signed: _____ Date: _____

I make this declaration of my own free will:

Printed Name:

Signed: _____ Date: _____

DECLINING INTEREST IN ADOPTION

We (I), the undersigned, have considered carefully and have decided we (I) would not like to be considered for the adoption of _____, who has been in our (my) care since _____.

We (I) understand that the Recruitment Unit will begin to recruit an Adoptive family for this child and we (I) agree to cooperate with the transition of this child into an Adoptive Placement if, and when, such a home is located.

I make this declaration of my own free will:

Printed Name:

Signed: _____ Date: _____

I make this declaration of my own free will:

Printed Name:

Signed: _____ Date: _____

Witness: _____

Printed Name:

Signed: _____ Date: _____

Revised 12/12