

## **FIRST AMENDATORY AGREEMENT**

**THIS FIRST AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **EXCELSIOR YOUTH CENTERS, INC.**, 15001 E. Oxford Ave., Aurora, CO 80014, Trails Number 45243 (hereinafter “Contractor”).

**WHEREAS**, the Parties entered into an Agreement dated August 3, 2015, for Out-of-Home Placement Services for children/youth in the custody of the Department of Human Services (the “Agreement”); and

**WHEREAS**, the Parties wish to amend the Agreement to adjust for a rate increase by amending the Scope of Work.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations, the Parties agree as follows:

- 1.** The updated Scope of Work is marked as **Attachment A-1** and is attached hereto and incorporated herein by reference. All references to **Attachment 1** in the existing Agreement shall be amended and substituted to read “**Attachment A-1.**”
- 2.** Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

**[SIGNATURE PAGES FOLLOW]**

**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-201521829-01

**Contractor Name:** Excelsior Youth Centers, Inc.

By: *M. Zaffaroni*

Name: MARTY ZAFFARONI  
(please print)

Title: DIR. BUSINESS DEVELOPMENT  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**Scope of Work for Excelsior Youth Centers, Inc**

**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 children/youth in the custody of the Department.

**II. 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 an Out-of-Home Placement Agreement (OOHPA) determined for each child/youth (or, if necessary, on such other assessment instrument 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/youth's Medicaid eligibility.
  - d. For Children's Habilitation Residential Program (CHRP) eligible children/youth, services determined to be needed will be contracted and paid for through CHRP. Medicaid services would be medical in nature.
  - e. Behavioral health services may also be authorized and purchased directly by the City through the Department's Core Service program with the exception of children/youth who qualify for the CHRP waiver program.

**B. Service Expectations**

1. Family Therapy: When family is available, the Contractor shall actively seek resources to engage the family and assist to identify a resource to provide a minimum of one to two family therapy sessions per week. Note that if other non family adults are available to participate in therapy, such as foster parents, this same standard shall apply to those parties. This may be waived based upon not being clinically indicated with agreement between the Contractor and the UM staff.
2. The plan for Medicaid billings shall be approved by the DDHS UM team in advance of billing.
3. Other Family Involvement: The facility shall offer at least one family event per month so children/youth remain connected to their family, when available.
4. Passes with Family: Passes with family may occur after the family has engaged with the program therapeutically, such as participating in family therapy. Passes shall incorporate therapeutic goals to be worked on during

the time the child/youth is on pass with the family. Passes must be approved by DDHS staff prior to occurring. If Probation is involved, Probation shall approve such a plan as well prior to the child/youth going on pass.

5. If the child/youth has issues related to the safety of others, such as being sexually aggressive or violent, a safety plan shall be put into place and approved by Social Caseworker/DDHS prior to the child/youth going on pass. If Probation is involved, Probation shall approve such a plan as well prior to the child/youth going on pass.
6. Urinalysis: The Contractor shall arrange and pay for post-pass urinalysis for children/youth who have a history of substance use.
7. 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.
  - c. The treatment plan and services shall support the DDHS "permanency goal."
  - d. The treatment plan shall focus on resolution and/or management of the primary issue(s) resulting in the placement with the goal of bringing the child/youth to a minimally adequate functioning level to be successful in the community setting (note services generally will continue to occur in the community to enhance the child's/youth's functioning). Note: For CHRP eligible children/youth, the CHRP-approved RCCF contractor is considered a community setting.
  - e. Treatment plans shall be approved by DDHS staff, and Probation when involved.
8. General Programming in Relation to Behavior Management: The program shall manage children/youth in the placement utilizing the tools available in the program to modify behaviors. Unless crimes are committed, the police, probation officers, and DDHS shall not be contacted with the expectation that they manage the child's/youth's behaviors at that time.
9. Reporting:
  - a. Progress reports shall be provided to social caseworker/DDHS, and Probation if involved, within each calendar month for services provided in the preceding month. For CHRP eligible children/youth, Denver Human Services requires quarterly reports rather than monthly reports. Reports shall include, at a minimum, number and types of therapies provided and the child's/youth's and family's engagement in such therapies, a history of critical and important incidents in which the child/youth was involved (see directly below for a definition), specific measurable progress related to each component of the treatment plan, and revised plans/strategies to engage children/youth who are not being successful in completing the plan.
  - 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 UM staff and Probation, if involved. Additional reporting requirements requested by DDHS shall be provided

in progress reports within one month of notification by DDHS of the requirements.

10. Therapeutic Staffing: The contractor shall ensure that reasonable efforts are made to coordinate with UM staff to arrange monthly staffing/professional meetings as outlined by State rule where all involved parties are invited to attend.
11. Child/Youth Movement within Contractor's programs: The contractor shall notify UM staff when planning to move a child/youth into another milieu within the contractor's programs and will ensure that a Value of Individual & Community Engagement Services (VOICES) meeting has been arranged and the UM or VOICES staff have been requested to facilitate.
12. Transportation: The Contractor shall provide or pay for reasonable transportation fees associated with, e.g., a child's/youth's family visitation, appearances in court, and interaction with other necessary services (such as medical visits). Note reimbursement would not apply when a DDHS staff or probation officer agree to provide such transportation, although they shall not be required to provide such transportation.
13. Interpreter Costs: If an interpreter is needed for any DDHS sponsored events or meetings at DDHS (VOICES, etc.), DDHS will be responsible for providing the interpretation services. If an interpreter is needed for anything at the facility (general communication, therapy, etc.), the contractor will be responsible for obtaining and paying the cost of interpretation services. The facility will then provide DDHS with an invoice outlining the child's name, date of services and use of non-Medicaid pay interpretation services on a monthly basis. Utilization Management will notify the contractor if the child/youth/or family does not speak English prior to the placement being finalized.
14. Discharge Coordination:
  - a. 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.
  - b. 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.
  - c. 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 DDHS staff and Probation Office staff, if applicable). At the time of discharge the social caseworker/DDHS staff shall receive copies of transcripts related to educational credits a child/youth earned while in the facility, if any were earned.

### **III. Process & Outcome Measures**

#### **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 Utilization Management staff and inform them of any obstacles to treatment or reunification as they arise.

#### **Outcome Measures**

1. Child/youth will exit placement 90% of the time by projected exit date.
2. Agency average discharge success rate will be 80% or higher.
3. Agency average discharge success rate one year post-discharge from placement will be 75% or higher.
4. Percentage of 30-day notices for clients that have not successfully completed the program will average 5% or less.

#### **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/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.
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."

**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 DDHS 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 and County laws and regulations, and the DDHS annual plan & policies are being met.

**B. Reporting**

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

<b>Report # and Name</b>	<b>Description</b>	<b>Frequency</b>
1. Progress Reports	Report shall demonstrate information as stated above in Section II. B. 9.a This will include numbers of children/youth served and types of services provided.	Within each calendar month for services provided in the preceding month.
2. Major incidents, including state defined "critical incidents" reports	Report shall demonstrate information as stated above in Section III. B. 9.b	Within one (1) business day of incident or receipt of notice of incident.
3. Discharge Plan	Report shall demonstrate information as stated above in Section II. B. 14.a. b. and c.	3 Weeks prior to a planned discharge or within one week after an unplanned discharge.
4. Quarterly Report	Report shall demonstrate	Quarterly



	achievement of the Process and Outcome Measures of this SOW	
5. 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 Term End.
6. 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.
7. Other reports as reasonably requested by the City.	To be determined (TBD)	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 effective 7/1/2015 shall be determined as follows:

<b>Child Maintenance</b>	<b>Administrative Maintenance</b>	<b>Services</b>	<b>Total</b>
\$114.94	\$20.92	\$53.48	\$189.34