

AMENDMENT

THIS AMENDMENT is between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **[THIRD WAY CENTER, INC.]**, located at **[1295 York Street, Denver, CO80206]** (the “Contractor”), collectively “the parties”.

The parties agree as follows:

WHEREAS, the City and the Contractor entered into an Agreement to provide Residential Child Care Facility (RCCF) services (the “Agreement”); and

WHEREAS, the parties desire to amend the Agreement to change the rates of reimbursement (following State changes to the same, beginning July 1, 2013) 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 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 1-1** and incorporated here by reference. 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.”

2. Paragraph 10 in Description of Services to be Purchased 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 understood and 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, One Hundred Sixty Two Thousand, Four Hundred Thirty Four Dollars and Seventeen Cents (\$1,162,434.17).**”

3. 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 1-1.”

4. 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 1-1 for preferred providers, network providers or group homes or centers.”

5. Attachment 1-1 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 and 1-1, as applicable..." Attachment 1-1 is attached and incorporated by reference.

6. Attachment 4 shall be deleted from the Agreement effective July 1, 2013. All references to "...Attachment 4..." in the existing Agreement and attachments shall be amended to read: "...Attachment 1-1..."

7. Attachment 10, Recreational Equipment Use and Requirements, and all references to Attachment 10, shall be deleted from the Agreement.

8. This Amendment 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.

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

BALANCE OF PAGE INTENTIONALLY BLANK

Attachment 1-1

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-201205750-01

Contractor Name: THIRD WAY CENTER INC

By: 

Name: David F. Eisher
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Provider Specific Page
Third Way
York Provider # 49487
Pontiac Provider # 65346
Lincoln Provider # 77810
Bannock (Teen Mom's) Provider # 1507881
Lowry Provider # 1547437

Youth types who this program will accept:

- BFOL
- BFOM
- BMOL
- MFOL
- MFOM
- MMOL
- MMOM
- SFOL
- SMOL
- CFOL
- CMOL

Inclusion Criteria:

- Pregnant Girls; given available space
- 60+ IQ
- Lowry Program Ages 14+
- Emancipation Programs 16 ¾ through 20
- Provider Prefers Mental Health youth

Exclusion Criteria (consider on a case by case basis):

- Violent Sexual Assaultive Perpetrator
- Youth with extreme violent history towards other people
- Active gang members (although youth willing to change are accepted)
- Youth using Heroin

Please note: Rates valid for youth enrolled from July 1, 2013 to August 7, 2013

BFOL

Level	Rate	Overnights
A	\$190.54	60
B	\$172.01	40
C	\$147.29	101+

BFOM

Level	Rate	Overnights
A	\$185.40	60
B	\$180.24	60

C	\$139.05	121+
----------	-----------------	-------------

BMOL

Level	Rate	Overnights
A	\$185.40	60
B	\$175.10	40
C	\$142.15	101+

MFOL

Level	Rate	Overnights
A	\$185.40	60
B	\$169.95	40
C	\$149.35	101+

MFOM

Level	Rate	Overnights
A	\$206.00	90
B	\$185.40	90
C	\$164.81	181+

MMOL

Level	Rate	Overnights
A	\$185.40	60
B	\$175.10	40
C	\$147.29	101+

MMOM

Level	Rate	Overnights
A	\$195.70	60
B	\$185.40	90
C	\$166.86	151+

SFOL

Level	Rate	Overnights
A	\$190.54	60
B	\$180.24	40
C	\$150.38	101+

SMOL

Level	Rate	Overnights
A	\$190.54	90
B	\$180.24	90
C	\$156.56	181+

CFOL

Level	Rate	Overnights
A	\$190.54	60
B	\$180.24	30
C	\$139.05	91+

CMOL

Level	Rate	Overnights
A	\$183.34	60
B	\$169.95	30
C	\$133.90	91+

Non-Preferred Provider Rate Profiles:

- EFOL
- EMOL
- EFOH
- EFOM
- EMOH
- Pregnant Teens and Teen Mom's at Bannock Location

Continuum Youth for participation in Staffings (these are the youth who predictably fail at high rates from RCCF at discharge):

BFOH, BMOM, BMOH, MFOH, MMOH, SFOM, SFOH, SMOM, SMOH, CFOM, CFOH, CMOM, CMOH

Scope of Work for Third Way Center Inc.
Valid from August 8, 2013 to June 30, 2015

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 treatment centers. Decreased likelihood of children re-entering same or higher level of care.
Goal #3 To improve communication between placement contractors and DDHS staff.	Increase frequency of communication between Contractor and DDHS 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 provider 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 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 Medicaid eligibility.
 - d.** Behavioral health services may also be authorized and purchased directly by the City through the department's Core Service program.

B. Service Expectations

- 1.** Family Therapy: When family is available, the Contractor shall actively engage the family and provide a minimum of one family therapy session 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 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 is on pass with the family. Passes must be approved by DDHS staff prior to occurring.
- 5.** If the 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 DDHS prior to the youth going on pass. If Probation is involved, Probation shall approve such a plan as well prior to the child going on pass.
- 6.** Urinalysis: The Contractor shall arrange and pay for post pass urinalysis for youth who have a history of substance use..
- 7.** Treatment Plan:
 - a.** At a minimum the treatment plan shall be completed within the time frame allowed by the state.
 - 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), based upon the child'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 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 functioning).
 - 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 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 youth's behaviors.
- 9.** Reporting:
 - a.** Progress reports shall be provided to DDHS, and Probation if involved, within each calendar month for services provided in the preceding month. Reports shall include, at a minimum, number and types of therapies provided and the child's and family's engagement in such therapies, a history of critical and important incidents in which the child 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 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.
- c. 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. **Youth Movement within Provider's programs:** The contractor shall notify UM staff when planning to move a youth into another milieu within the contractor's programs and will ensure that a Team Decision Making (TDM) meeting has been arranged and the UM 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 family visitation, appearances in court, 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. **Discharge Coordination:**
 - a. Discharge plans for all 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. Youth shall leave with a sufficient quantity of any needed medications to cover until the 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 DDHS staff shall receive copies of transcripts related to educational credits a child earned while in the facility, if any were earned.

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

- 1.** 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.
- 2.** 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:

- b. Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
- c. 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.

- d. 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.

Report # and Name	Description	Frequency
1. Progress Reports	Report shall demonstrate information as stated above in Section III. B. 9.a This will include numbers of children 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.
3. Discharge Plan	Report shall demonstrate information as stated above in Section III. B. 11.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 achievement of the Goals of this SOW	Quarterly
5. Contract Closeout and Summary Report	Report shall demonstrate all functions performed, and how services provided met the overall goals of this agreement. Other data will include total budget per line item, amount spent, and an explanation as to unspent funds, etc.	Contract End, within 45 days after Term End.
6. All medical and dental reports (Denver Human Services Health Visit Report)	Completed DDHS 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.
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 shall be determined as follows:

Child Maintenance	Administrative Maintenance	Services	Total	
Third Way-Bannock	\$18.27	\$96.16	\$62.01	\$176.44
Third Way-Lincoln	\$18.27	\$96.16	\$62.01	\$176.44
Third Way-Pontiac	\$18.27	\$96.16	\$62.01	\$176.44
Third Way-York	\$18.27	\$96.16	\$62.01	\$176.44
Third Way-Lowry	\$17.91	\$94.27	\$60.78	\$172.96

These rates will apply to youth starting at Third Way Center **after August 8, 2013.**