

FOURTH AMENDATORY AGREEMENT

THIS FOURTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **MAPLE STAR COLORADO**, a Colorado nonprofit, whose address is 2250 South Oneida Street, Suite 200, Denver, CO 80224 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated November 12, 2019, a Revival and Amendatory Agreement dated July 21, 2020, and a Revival and Second Amendatory Agreement dated July 28, 2021, and a Third Amendatory Agreement dated July 6, 2022, to process home studies for adoptive, foster home, and certified kinship placements services (the “Agreement”); and

WHEREAS, the Agreement expired by its terms on June 30, 2023, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend 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. Effective July 1, 2023, all references to Exhibits, A, A-1, A-2, and A-3 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, A-3, and A-4, as applicable. Exhibit A-4 is attached and will control from July 1, 2023.

2. Section 3 of the Agreement, titled “**TERM**,” is amended to read as follows:

“3. **TERM**: The term of the Agreement (“Term”) shall commence on July 1, 2019, and expire, unless sooner terminated, on June 30, 2024. Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the then current expiration date and the Term will extend until the work is completed or earlier terminated.”

3. Subsection 4.4.1 of the Agreement, titled “**Maximum Contract Amount**,” is amended to read as follows:

“4.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Eight Hundred Seventy-Nine Thousand Dollars (\$879,000.00) (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 the Contractor beyond that specifically described in **Exhibits A, A-1, A-2, A-3, and A-4**. Any services performed beyond those in **Exhibits A, A-1, A-2, A-3, and A-4** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Section 22 of the Agreement, titled “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THIS AGREEMENT**,” is amended to read as follows:

“22. **INTENTIONALLY OMITTED**.”

5. Section 26 of the Agreement, titled “**NO DISCRIMINATION IN EMPLOYMENT**,” is amended to read as follows:

“26. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or

discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

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

7. This Fourth 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.

8. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-4**, Scope of Work.

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Contract Control Number: SOCSV-202369112-04; 201951729-04
Contractor Name: MAPLE STAR COLORADO

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

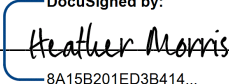
By:

By:

By:

Contract Control Number:
Contractor Name:

SOCSV-20236911204; 201951729-04
MAPLE STAR COLORADO

By:  _____
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Name: Heather Morris
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



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I. Purpose of Agreement

Denver Human Services (DHS) is required to meet standards as specified in Volume VII Colorado Department of Human Services Staff Manual (VII) to process home studies for adoptive, foster home, ICPC and certified kinship placements.

DHS requires assistance from Structured Analysis Family Evaluation (SAFE) certified providers to complete home studies. This requires the home study evaluator to conduct home visits and onsite inspections of the home and utilize the DHS County Home Inspection Form.

DHS requires assistance from Structured Analysis Family Evaluation (SAFE) certified supervisors to review home studies, according to SAFE requirements.

The purpose of this agreement is to establish and outline the responsibilities of Contracted Home Study Workers to ensure:

- A. Home studies are being performed by State-trained and certified professionals to assist in furthering the placement of children into the appropriate homes.
- B. The child's safety and well-being are met when home study worker goes out to the home.
- C. Home study workers are following expectations listed in the internal program referral /home study process shared between program and the Contractor.

The purpose of this agreement is to establish and outline the responsibilities of Contracted Home Study Supervisors to ensure:

- A. Home study reviews are being performed by State-trained and certified professionals (supervisors) to assist in making sure that Home Study Worker is meeting all SAFE requirements.
- B. The Safe Home Study Supervisor will ensure that the Home Study Worker has followed the expectations and all requirements of SAFE to ensure that the child's safety and well-being are met when the Home Study Worker goes to the home.
- C. Ensure that the home study workers are following expectations the internal program referral /home study process shared between program and the Contractor.



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II. Process and Outcome Measures

A. Process Measures

1. The Contractor shall assign the home study and notify the Department of the:
 - a. Assigned SAFE Home Study Evaluator and SAFE Supervisor within seventy-two (72) hours of referral.
2. The Contractor shall complete each study and submit the report within sixty (60) calendar days from the date of receipt by Maple Star from Denver DHS of all documents and information required by SAFE and Program. For the purposes of this time frame, Home Studies shall be accepted as complete once the Home Study is completed by the Maple Star SAFE Home Study Evaluator, reviewed and approved by the Maple Star SAFE Supervisor, and received, reviewed, and approved by DHS.
3. Time frames for Interstate Compact on the Placement of Children (I.C.P.C.) studies will be reflected on the Maple Star Home Study Referral. Drafts must be available upon request by DHS.
4. Expedited studies will be completed within thirty (30) days of the assignment/referral.
5. The Contractor will follow the process as outlined in the internal program referral /home study process shared between program and the Contractor.

B. Outcome Measures

1. 100% of contracted Home Studies are performed by State trained and certified professionals to ensure that consistent, accurate assessment studies are being completed to help expedite placement of children into the appropriate homes.
 - a. 100% of Home Studies meet the standards for SAFE assessments to provide thorough assessments of adoptive, foster, ICPC and kinship homes for the placement of children.
 - b. 100% of Home Studies will be reviewed by SAFE Supervisor that has completed the two (2) day SAFE training and the one (1) day Supervisor training.
2. 100% of Home Studies will be assigned within seventy-two (72) hours of referral or alert the county of the delay in assignment.
3. 95% of all Home Studies will be completed within sixty (60) days



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of receipt of documents required by SAFE and Colorado Volume VII regulations from Denver DHS to begin a SAFE study.

4. 95% of Expedited studies will be completed within thirty (30) days of referral.
5. 100% of Home Studies will be high-quality documents that reflect the standards of the City and County of Denver and SAFE.

III. Services

- A. Maple Star Colorado will provide comprehensive SAFE home studies and SAFE home study updates of foster, adoptive, Interstate Compact for the Placement of Children (ICPC) and kinship homes.
- B. Content for these assessments shall include those items as listed in Volume VII of the Policies and Procedures for Child Welfare Services, Colorado Department of Human Services: for Foster Homes and Adoptive Homes: 7.500.2 A. 1-8; C. 1-9, D.; for Kinship Care Homes: 7.500.31 A. 1., and 2. a-m., and the Study Outline. These guidelines also apply to ICPC home studies.
- C. SAFE home studies/updates will include structured questionnaires, interviews, assessment guides, and the pre-formatted home study report. Maple Star's staff will utilize the most current SAFE home study format and SAFE home study desk guide, which is required by the Colorado Department of Human Services.
- D. Maple Star Colorado will communicate directly with DHS for child specific home studies.

Should the study conclude with a recommendation against placement of a child in an applicant family home, Maple Star Colorado may be required to participate in a face-to-face meeting with DHS and the applicant family. Notification of a denied Home Study will be made to DHS prior to submitting the Home Study to CERT.

- E. Maple Star Colorado will also:
 1. Discuss with the family all concerns that arise during the study process as they relate to recommendations.
 2. Verbally inform the family of the recommendation being made to DHS regarding certification, kinship care, and adoption if applicable.
 3. Inform family members they will be active participants in the



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development of the SAFE home study report, and they will be able to read a copy of their SAFE home study report, arranged by Contractor's staff.

- F.** Maple Star Colorado will be available by telephone or in person for CERT team meetings and/or any staffing's or communications related to the Home Study.

- G.** Maple Star Colorado will be required to provide supervision to their home study staff in accordance with Volume VII guidelines and SAFE Standards (Structured Analysis Family Evaluation). All referrals for home studies or home study updates must be completed, unless the applicant family voluntarily withdraws their application, or unless DHS recommends closure of the home study process. In these situations, DHS and Maple Star Colorado will be in close communication regarding a final decision about completing a study or update.

- H.** All completed home studies, home study updates and partial home studies will be electronically forwarded to DHS and will become the property of Denver Human Services (DHS). All original documentation including Questionnaire IIs, Original signature pages, Psychosocial inventory, Harvesting Sheets, and the SAFE Supervisor Certification will be signed by the Home Study Evaluator and Supervisor. This will be provided to the Department when completed.
 - 1.** The contractor will provide services using the Structured Analysis Family Evaluation (SAFE) instrument, per Volume VII section 7.500.2 Assessment of Foster Home and Adoptive Home [Rev. eff. 11/1/08]. The contractor is responsible to access and be familiar with this policy as it pertains to the performance of and providing services to DHS.

 - 2.** Program's internal referral /home study process explains all the required expectations and responsibilities of a Contracted Home Study Worker retained by the Denver Human Services.

I. Content of the Assessment

A home study shall be conducted according to the regulatory requirements of an applicant's local jurisdiction. The family assessment will be conducted, using the SAFE instrument, including Questionnaires



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I and II and completion of the psychosocial inventory, to determine the character and suitability of the applicant(s), appropriateness of the home, and the childcare practices. The assessment shall include, but not be limited to:

1. Background of the Family

Separate and joint interviews with the applicant(s), all adults residing in the home (both related and non-related to the applicant), all children residing in the home, and any individual that is considering a second parent adoption of the child(ren). Interviews shall include information regarding:

- a.** Social history/background (adults and children), including childhood family adaptability, childhood family cohesion, childhood history of deprivation/trauma, childhood history of victimization, history of child abuse/neglect, history of alcohol/drug use, history of crime/allegations/violence, psychiatric history, occupational history, and marriage/domestic partner history.
- b.** Personal characteristics of the family, including communication, commitment and responsibility, problem solving, interpersonal relations, health and physical stamina to include information about nutritious meals and snacks, self-esteem, acceptance of differences, coping skills, impulse control, mood, anger management and resolution, judgment, and adaptability.
- c.** Marital and domestic partner relationship, including conflict resolution, emotional support, and attitude toward spouse or partner, communication between couple, balance of power, stability of the marriage or partnership and sexual compatibility.
- d.** Motivation for a child placement, including a discussion of the child to be placed, attitudes toward foster care/adoption by applicants, other adults residing in the home, children, and others such as extended family, and discussion of fertility, if relevant. Assess the physical, mental, and emotional capability of the applicant(s) to parent a child(ren) through adoption and their ability to reevaluate and readjust expectations.
- e.** Children with special needs, including the applicant's interest, preparation and willingness to care for a child(ren)



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with disabilities such as emotional, mental and physical, and the ability to meet the special needs of the child(ren). The home study must include an assessment as to how the child(ren)'s special needs will impact the family and extended family.

- f. Extended family relationships, including extended family adaptability, extended family cohesion, relationship with own extended family and relationship with spouse's or partner's family.
 - g. Physical and social environment, including cleanliness, orderliness and maintenance, safety, furnishings, play area, equipment and clothing, finances, support system, and household pets.
 - h. General parenting including child development, parenting style, disciplinary methods, child supervision, learning experiences, parental role, child interactions, communication with child, basic care, and child's play.
 - i. Specialized parenting including expectations, effects of abuse or neglect, effects of sexual abuse, effects of separation and loss, structure, therapeutic and educational resources, birth sibling relationships, child background information, and birth parent issues.
 - j. Adoption issues including infertility, telling child about adoption, openness in adoption, and adoptive parent status.
2. Discuss the applicant's relationship with the County Department and the ability to work with the child welfare system, court, birth parents, and others in the child's life, including willingness to obtain help from professionals involved.
 - a. Supporting documentation regarding this reported relationship may be requested/required from Department.
 3. Document the applicant's ability to assist with possible post-adoptive issues of the child, including, but not limited to:
 - a. Questions about the birth family.
 - b. Locating and obtaining non-identifying information about the birth family.
 - c. Search and possible reunification of the adopted child with the birth family.
 - d. Willingness to assist adopted child with counseling, if needed, related to adoption issues.



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- e. Information from the Department should be provided if the Department intends to have an ongoing supportive relationship with the family.
- 4. Document the applicant's ability to provide a permanent home through adoption, guardianship or permanent custody. The ability to meet the individualized needs of the specified child(ren), and assessment of the relationship with birth parents and extended family members as they impact capacity of the applicants to care for the child(ren). The ability to set boundaries with birth parents to maintain safety for the child(ren) in care.
- 5. List characteristics of child(ren) the home is approved for: age, sex, race, and special needs (such as medical, physical, emotional). Following the completion of the assessment, a narrative report that summarizes and evaluates the information obtained must be completed.

J. As part of the assessment, the Contractor must:

- 1. Assess the applicant(s)' ability to foster or adopt a child of a different ethnic and cultural background, preserving continuity of the child's ethnic and cultural identity in a positive manner. Factors should include, but are not limited to, consideration of the child's family, community, neighborhood, faith or religious beliefs, school activities, friends, and child's and family's primary language. Documentation of the assessment of this requirement shall be in the case file.
- 2. If the applicant has ever been rejected as a prospective adoptive or foster parent or has been the subject of an unfavorable finding, the home study must address the reasons for the unfavorable finding and any resolution of disagreements concerning the finding.
- 3. Except as allowed by emergency Pandemic Response Procedures and/or CDHS temporary licensing exceptions, the following will be completed: Conduct a minimum of one (1) joint face-to-face interview with a couple, one individual face-to-face interview with each adult member of the household, and one (1) individual face-to-face interview with any person considering a second parent adoption of the child(ren), and an age/developmentally appropriate face-to-face interview with all children residing in the home. For single applicants, a minimum of two (2) interviews will be required.
- 4. Conduct a minimum of one (1) SAFE Required face-to-face interview in the applicant's home.



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5. Spread out interviews over a period of not less than three (3) consecutive days.

K. Additional responsibilities to be performed by the Contractor:

1. Conduct a Home Inspection using the DHS Home Inspection Form.
2. Review all relevant local, FBI and Child Protective Registry Clearances conducted and provided by the Department for all household members eighteen (18) years old and older consistent with an applicant's local jurisdiction regulatory requirements, as well as additional background checks when the applicant has not lived in Colorado for five (5) years.
3. Review three (3) required personal references collected by the Department, per applicant, and any written statements from references.
4. Contractor will review health evaluation information and employment verification collected and provided by the Department.
5. Review of CPR and First Aid Certification for each applicant.
6. Review of pet vaccination certification for households with pets.
7. Review a valid picture identification of each applicant as issued by a government entity.
8. Maintain a cooperative and supportive relationship with a foster/adoptive applicant that increases the favorable submission of all required documents necessary for initial approval.
9. Be available to attend meetings as needed to address approval barriers or recommended denial/closure actions.

L. Other Requirements

1. For the purposes of conducting an adoptive home study, the home study is to be completed sixty (60) working days from receiving the documents required per SAFE and CDHS Volume VII to begin a Home Study as outlined in program's internal referral / home study process.
 - a. A study may be requested as "expedited" and will be completed within thirty (30) days.
2. Complete and submit an initial home study for approval with recommendations and supporting documentation packet as required under this contract. If a home study is going to be denied, Maple Star will contact all parties identified on the initial referral by DHS for a staffing.
3. Contractor shall submit reviewed home studies to the Certification Review Team (CERT) via email for final review.



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Contractor shall be available by telephone or in person to discuss the report. The Contractor shall make any additional revisions required by the CERT Team. The final date of the report shall be determined when DHS approval is completed, and any subsequent revisions may be required after CERT Team has reviewed the report. For any additional revisions the Home Study Worker will review changes with family and resubmit corrections to the CERT Team's assigned supervisor of record.

4. Submit an invoice per fee for service rate to claim payments for full foster/adoptive services after the Contractor completes section of a home study with completed recommendation.

M. Home Study Update:

1. Must include one (1) joint interview in the family home.
2. Home inspection must be completed using the DHS Home Inspection Form.
3. Must be completed and written within thirty (30) days.

N. Incomplete Study:

1. Home study is considered to be incomplete when a full and completed SAFE family home study has not been concluded because the prospective family has chosen to withdraw from the home study process and some work has been done by the Contractor to begin the process. The contractor will receive hourly compensation for an incomplete study.
2. The Contractor will be expected to use best efforts to achieve a full and completed SAFE family home study in each referred case and must justify to the Department the decision to complete an incomplete home study. The Contractor must contact the Department within ten (10) days when they determine that the Home Study can no longer be complete.
3. The incomplete home study assessment report and supplemental documentation must be completed and provided to the Department within thirty (30) days from the Department contact. The incomplete home study must follow the SAFE Standards. The Contractor shall report all information obtained from the family in the applicable sections of the full SAFE home study. In addition, the contractor shall incorporate and complete an additional section to be added under the Psychosocial Evaluation Conclusions titled *Justification of Incomplete Home Study*.



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O. Bilingual Services Differential:

1. The bilingual differential rate for a home study is considered when a Contractor conducts a SAFE study, whether complete, incomplete, updated or amended in a second language (other than English).
2. The Contractor is required to speak, write, and read in that second language, to be compensated per SAFE Study for the bilingual services differential rate.
3. The differential will be paid only for studies that are submitted in written format and translated in English and the second language.

P. Submission of Home Study Reports:

All Home Studies shall be sent directly to:

CERT@denvergov.org and the assigned DHS Certification Worker

IV. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the program area and other 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.



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B. Reporting

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

Report # and Name	Description	Frequency
1. Home Study Report	Report shall include A) number of home study and home study update referrals. B) number of home studies and home study updates complete and reasons why study was not completed or partially completed. C) Number of studies approved. D) Number of studies denied.	Due within the designated time frame.

V. Budget

Invoices and reports shall be completed and submitted once per month on the 15th of each month following the month services were rendered 100% of the time. Contractor shall use DHS' preferred invoice template, if requested. Invoicing supporting documents must meet DHS requirements.

Invoices shall be submitted to:
DHS_Contractor_Invoices@denvergov.org

Attn: Financial Services
 Denver Human Services
 1200 Federal Boulevard
 Denver, Colorado 80204



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Contractor: Maple Star Colorado		
Fiscal Term: 7/1/2022 – 6/30/2024		
Contract Number: SOCSV-201951729-04; 202369112-04		
Program: Home Studies		
SERVICE TYPE	REIMBURSEMENT	NARRATIVE
SAFE Study	\$1,650.00 per study	Minimum of SAFE required interviews and a final completed home inspection and review. Contractor will be paid upon receipt by the City of each accepted study. Expedited SAFE Study is required to be completed within 30 days. Contractor will be paid upon receipt by the City of each accepted study.
Kinship Home SAFE Study	\$1,750.00 per study	
Expedited SAFE Study	\$200 differential in addition to per study rate	
SAFE Recertification Update Study	\$750.00 per study	Contractor will be paid upon receipt by the City of each accepted study.
SAFE Expedited Recertification Home study	\$850.00 per study	
Incomplete Studies		\$55/hour, not to exceed the full amount of a completed full SAFE home study
Mileage Reimbursement	Not to exceed the IRS standard rate as of the date of travel.	Reimbursement of personal vehicle mileage (not to exceed the standard IRS rate at the time of travel). Mileage to be billed after the first 75 miles.
Bilingual Services	\$250.00 per translation	All written material will be verbally translated from English to Spanish with the applicants.



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Travel Differential- outside of the 10 counties	Hotel cost not to exceed \$200 per night. To be reimbursed at cost.	The 10 counties include: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Jefferson, Larimer, El Paso, Weld
Total Cost for 7/1/2023– 6/30/2024: Not to Exceed		\$212,000.00

- A.** The Maximum Contract Amount of **\$879,000.00** for the term of **July 1, 2019 through June 30, 2024** shall be distributed on a fee for service reimbursement basis only.
- B.** Invoices are not to be submitted until the home study work product has been accepted by the Child Welfare Services Division of DHS.

Contract Summary of Amounts:

Contract Version	Term	Previous Amount	Additional Amount	New Contract Total
Base	7/1/2019 – 6/30/2020	\$0	\$289,000	\$289,000
1st Amendment	7/1/2019 – 6/30/2021	\$289,000	\$0	\$289,000



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2nd Amendment	7/1/2019 – 6/30/2022	\$289,000	\$189,000	\$478,000
3rd Amendment	7/1/2022— 6/30/2023	\$478,000	\$189,000	\$667,000
4th Amendment	7/1/2022 - 6/30/2024	\$667,000	\$212,000	\$879,000