# AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "City") and RESOLUTE YOUTH SERVICES PLLC, a Colorado Limited Liability Company, with its principal place of 950 S. Cherry St., Ste. 420, Denver, CO 80246 (the "Consultant"), jointly ("the Parties").

#### **RECITALS:**

- **A.** The Parties entered into an Agreement dated March 30, 2023, (the "Agreement") to perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A**, the Scope of Work and Budget, to the City's satisfaction.
- **B.** The Parties wish to amend the Agreement to extend the term, increase maximum contract amount, and add section 36 Compliance with Denver Wage Laws.

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

- 1. All references to "...Exhibit A..." in the Agreement shall be amended to read: "...Exhibit A and A-1..." as applicable. The scope of work marked as Exhibit A-1 attached to this Amendatory Agreement is hereby incorporated by reference.
- 2. Section 3 of the Agreement entitled "<u>TERM</u>:" is hereby deleted in its entirety and replaced with:
  - "3. <u>TERM</u>: The Agreement will commence on January 1, 2023, and will expire, unless sooner terminated, on March 31, 2025."
- 3. Section 4 of the Agreement entitled **COMPENSATION AND PAYMENT** is hereby deleted in its entirety and replaced with:

# "4.4. Maximum Contract Amount:

- **4.4.1.** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FIVE HUNDRED TWENTY-FOUR THOUSAND SEVEN HUNDRED TEN DOLLARS AND NO CENTS (\$524,710.00)** (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 **Exhibit A-1**. Any services performed beyond those in **Exhibit A-1**, or as directed by the Executive Director in writing, are performed at the Contractor's risk and without authorization under the Agreement."
- 4. Section 36 of the Agreement entitled "<u>COMPLIANCE WITH DENVER WAGE</u> <u>LAWS</u>:", is hereby added:
  - **"36.** <u>COMPLIANCE WITH DENVER WAGE LAWS</u>: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil

Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

- 5. As herein amended, the Agreement is affirmed and ratified in each and every particular.
- 6. This Amendatory Agreement will not be 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.

#### **Exhibits:**

Exhibit A-1 - Scope of Work and Budget

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**Contract Control Number:** 

<b>Contractor Name:</b>	RESOLUTE YOUTH SERVICES PLLC		
IN WITNESS WHEREOF, the particle Denver, Colorado as of:	arties have set their hands and affixed their seals at		
SEAL	CITY AND COUNTY OF DENVER:		
ATTEST:	By:		
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:		
Attorney for the City and County o  By:	By:		

By:

POLIC-202474126-01 / 202366889-01

# Contract Control Number: Contractor Name:

# POLIC-202474126-01 / 202366889-01 RESOLUTE YOUTH SERVICES PLLC

By:	Docusigned by: Kily Collyan CBCC1A09958B4A1
Name	Riley Cochran :
	:(please print)
Title:	Owner/Executive Director (please print)
	(please print)
ATTE	ST: [if required]
By:	
Name	:
	(please print)
Title:	(please print)
	(picase print)



# EXHIBIT A-1 SCOPE OF WORK

#### I. Purpose of Agreement

DPD proposes to develop a multidisciplinary approach focused on high-risk youth at six Denver Public Schools. Many of the students who attend these schools are at the highest risk of committing violence and/or being victims of violence. All six of the schools are close to the downtown area, and close to Colfax, which we recognize has seen an increase in crime over the past couple of years. Though all the schools may not be in communities with the highest crime and violence rate, many of the students who attended these schools do live in these communities. Many of the students who have been involved in the justice system are prospective to be placed in these schools when they are transitioning back onto their educational pathway. All these factors provide a wonderful opportunity for a cross sector collaboration to better serve one of our most vulnerable populations who are at a high risk of being impacted by crime and violence.

#### II. Services

## **Mental Health Services**

Resolute Youth Services, as a contractor to DPS, will develop, provide, and oversee a therapeutic model of services to best serve students within the Pathway Network.

Resolute Youth Services, contractor, agrees to the following model of services:

- Therapists are fully dedicated to referrals from The Village for students, graduates/former students, and family members.
- Therapists will work primarily on-site within the Village and pathway schools, with services primarily in person. Therapists may meet students at their homes or in the community, with flexibility for phone/remote sessions as appropriate to maintain engagement and therapeutic progress.
- Therapists have a full-time presence at the Village, and follow the Village work schedule.
- Services are accessible, with no insurance or eligibility process
- Therapeutic staff will engage in significant relationship building with students to create the sense of safety and trust needed for student engagement.
- Therapeutic staff will collaborate extensively with pathway school staff, Village partners, and community partners.
- Wrap-around services offered through The Village will be utilized to address primary needs and support life goals.
- Data-driven assessment and service planning will be a collaborative process between contractor and Village at CLA staff and pathway school staff members.

Riley Cochran, Executive Director of Resolute Youth Services and Therapist, will be onsite three days for the first three to four weeks, and two days a week for the remainder of the first six months to:



#### EXHIBIT A-1

#### **SCOPE OF WORK**

- Develop relationships with CLA and Village staff, as well as other Pathway Schools staff members and Village partner organizations.
- Collaborate with CLA/Village/Pathway Staff to establish a strong therapeutic model designed specifically to meet the needs of pathway students, graduates/former students and their family members.
- In collaboration with CLA/Village staff, hire and train 2 FTE licensed mental health staff to provide the following therapeutic services within The Village at CLA and the respective schools served:
  - Classroom based mental health education (Year One (January-July with school year ending 6/2): In one class 1-2 times per week in at least one term, serving 10-15 students; Year Two: In one class 1-2 times per week in all terms, serving 48-60 total students across all schools)
  - Comprehensive mental health screening and assessment
  - Therapeutic services in the following modalities:
    - o Individual therapy (15-25 individuals per therapist)
    - $\circ\quad$  Family therapy following individual work, as deemed beneficial
    - Group counseling
    - o Parent Coaching and Support
    - o Crisis Intervention

# **Substance Intervention**

Resolute Youth Services, will develop, provide, and oversee a therapeutic model of services to best serve students within the Pathway Network.

Resolute Youth Services, as a contractor, agrees to the following model of services:

- Therapist is fully dedicated to referrals from The Village for students, graduates/former students, and family members.
- Therapists will work primarily on-site within the Village and pathway schools, with services primarily in person. Therapists may meet students at their homes or in the community, with flexibility for phone/remote sessions as appropriate to maintain engagement and therapeutic progress.
- Therapist will have a full-time presence at the Village and schools served and follow the Village work schedule.
- Services are accessible, with no insurance or eligibility process
- Therapist will engage in significant relationship building with students to create the sense of safety and trust needed for student engagement.
- Therapist will collaborate extensively with pathway school staff, Village partners, and community partners.
- Wrap-around services offered through The Village will be utilized to address primary needs and support life goals.
- Data-driven assessment and service planning will be a collaborative process between contractor and Village at CLA staff and pathway school staff members.



# EXHIBIT A-1 SCOPE OF WORK

Resolute Youth Services, as a contractor, will serve as the 1 FTE Substance Use Prevention Counselor to provide a range of substance prevention and substance mis-use intervention services:

- Classroom, School, or Village based tier one substance education and prevention workshops Year One: One workshop/event per month at The Village or any school served. Year Two: One per month until the grant term closes.
- Individual substance intervention (15-25 individuals)
- Group substance intervention, with potential development of an intensive outpatient program (Current programs at school-based health clinics are full with significant waitlists.)
- Support groups, if deemed to be a best practice

Riley will be on-site one day per week for 18-months to supervise therapists, and engage in consultation, collaboration, ongoing training, staffing meetings, community meetings and events, as well as on-call support to team members and Village partners.

#### III. Process and Outcome Measures

#### A. Process Measures

#### Resolute Youth Services - Clinical Therapists

Successful engagement of identified students in Village mental health services:

- 2 Contacts/visits with Pathway schools/Village staff to build relationships/collaboration each week for the first two months
- Within the first two months the mental health team will establish a referral process, determine working spaces in each building, and establish schedules
- 1-2 Relationship-building contacts, Meet and Greets, Individual or Group Sessions to meet students where they are at, plant seeds of hope and possible change, and follow up to promote growth.
- Outreach services: Village events, participation in pathway school class or school-based events per week during the first two months, and an aim for 12 school-based outreach events over the first year.
- 15-25 students served with therapeutic services per therapist.

## <u>Resolute Youth Services - Substance Use Prevention and Intervention</u> Therapist

Successful engagement of identified students in Village substance prevention/intervention services:



#### EXHIBIT A-1

## **SCOPE OF WORK**

- 2 Contacts/visits with Pathway schools/Village staff to build relationships/collaboration each week for the first two months
- Within the first two months the mental health team will establish a referral process, determine working spaces in each building, and establish schedules
- 1-2 Relationship-building contacts, Meet and Greets, Individual or Group Sessions to meet students where they are at, plant seeds of hope and possible change, and follow up to promote growth.
- Outreach services: Village events, participation in pathway school class or school-based events per week during the first two months, and an aim for 12 school-based outreach events over the first year.
- 1-psycho-educational classroom/group per week with 6-10 students identified as high risk for substance use.
- o Quarterly psycho-educational groups for family and community members
- o 15-25 students served with therapeutic services per therapist.

#### **B.** Outcome Measures

#### **Resolute Youth Services- Clinical Therapists**

- Students/Families engaged in long term counseling defined as 3+ Months of regular weekly, bi-weekly, or monthly sessions
- Students/families engaged in brief short term counseling sessions defined as more then 3 sessions but less than 8 sessions
- Students/families engaged in workshops defined as planned and structured educational or holistic activity 30 min or longer, measured by number of students/families served as well as feedback surveys.
- Student self-reports of engaging in support with therapist when in crisis or needing support. A survey or form will be developed.
- A collaborative identification of high risk/high mental health needs and measure of engagement by those students.
- Reduction in incident reports (behavior referrals) for contacted students and/or student success in utilizing safety plans and resources.
- Increased attendance and engagement with school attendance or school professionals.
- o The number of students who initiate outreach and engagement in services
- School professional initiated outreach and engagement for students

# <u>Resolute Youth Services – Substance Use Prevention and Intervention</u> <u>Therapist</u>

- Documented utilization of referral network for students/community members/family members identified as high risk for substance abuse.
- o Student engagement in weekly classroom lecture/presence.
- o Students self-report to counselor for support in times of crisis.
- Twice yearly survey results
- Documented reduction of incidents related to substance abuse at school.



#### EXHIBIT A-1

### **SCOPE OF WORK**

### IV. 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 and County regulations, and DHS policies are being met.

#### B. Reporting

Resolute Youth Services will be required to submit six quarterly reports, and a final summary report within 45 days after the completion of the grant. Due dates are:

Quarter 1: April 15, 2023 Quarter 2: July 15, 2023 Quarter 3: October 15, 2023 Quarter 4: January 15, 2024 Quarter 5: April 15, 2024 Quarter 6: July 15, 2024 Quarter 7: October 15, 2024 Quarter 8: January 15, 2025 Final Report: February 15, 2025

#### V. Budget

- A. Contractor shall provide the identified services for the City under the support of the Denver Department of Human Services using best practices and other methods for fostering a sense of collaboration and communication.
- B. Budget

**Program Budget/Budget Narrative:** (Please use the table below or copy and paste your budget into this section.)



# EXHIBIT A-1 **SCOPE OF WORK**

Personnel – Three Mental Health Clinicians salary and fringe and one Mental Health Supervisor salary	\$502,295
<u>Supplies/Operating Costs</u> – Electronic Health login, laptop (x3), Classroom materials, Cellphone service, Training registration	\$20,915
Other – Mileage	\$1,500
Total:	\$524,710

# **Payment/Invoicing Schedule:**

Resolute Youth Services will invoice the Denver Police Department on a <u>reimbursement</u> <u>basis</u>. Invoices will be sent monthly. Invoices must be received no more than ten (10) days after the prior month's end.

# Contacts:

Riley Cochran, MA, LPC, LAC 303-335-6098 rcochran@resoluteyouthservices.com