



**AGREEMENT TO PURCHASE
OUT-OF-HOME PLACEMENT SERVICES
SS23A**

- CHILD PLACEMENT AGENCY SERVICES (CPA)
- CHILD HABILITATION RESIDENTIAL PROGRAM (CHRP)
- GROUP HOME/GROUP CENTER CARE
- INDEPENDENT LIVING
- PSYCHIATRIC RESIDENTIAL TREATMENT FACILITY (PRTF)
- RESIDENTIAL CHILD CARE FACILITY (RCCF)
- RESIDENTIAL DRUG/ALCOHOL PROGRAM
- SHELTER CARE
- SUBSIDIZED ADOPTION
- TRANSITION/HOME BASED AFTER-CARE (RCCF)
- OTHER (DESCRIBE): Qualified Residential Treatment Program (QRTP)

THIS IS AN AGREEMENT, made this 1st day of July 1, 2022

between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Department of Housing and Human Services

hereinafter called "County" and Third Way Center, Inc. (Pontiac)
(Facility/Agency/Foster Home Name)

455 Acoma Street Denver, CO 80204 hereinafter called "contractor"
(Address City, State; Zip Code)

THIS AGREEMENT:

Shall include all children placed by Boulder County

Department of Social/Human Services and placed with Third Way Center, Inc.
(Pontiac).

A child specific addendum, identifying individual service needs, must be completed and attached to supplement this agreement for each child being served by the facility. If this is a CPA placement, the child specific addendum should also address how administrative services will be provided in the event the child is placed for adoption in a foster home supervised by the CPA.



WHEREAS, the Colorado State Department of Human Services, hereinafter called “State Department” is authorized to provide social services to individuals and families of individuals through its agents, County Departments of Social/Human Services, and

WHEREAS, the County is authorized to purchase certain services for eligible children under State Department rules, and

WHEREAS, the County wishes to provide these services by purchasing them from Contractor, and,

WHEREAS, the Contractor is licensed as a Child Placement Agency, Residential Child Care Facility, certified Psychiatric Residential Treatment Facility, or meets the requirements for other licensed service types.

NOW THEREFORE, it is hereby agreed that in consideration of the mutual undertakings the County and the Contractor agree as follows:

1. This Agreement shall be in force from the date of the agreement, July 01, 2022, until the end of the Colorado fiscal year, June 30, 2023. Any child may be removed from the facility prior to the end of the fiscal year by the county department.
2. This Agreement may be renewed only by entering into a new written Agreement such as this Agreement signed by the authorized representatives of the parties. Except as otherwise provided above, either party shall have the right to terminate this contract by giving the other party thirty (30) days notice by registered mail, return receipt requested. If notice is so given, this contract shall terminate on the expiration of the thirty (30) days or until the eligible child(ren) can be placed elsewhere, whichever occurs first, and the liability of the parties hereunder for further performance of the terms of this Agreement shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination.
3. This Agreement is in lieu of and supersedes all prior agreements between the parties hereto and relating to the care and services herein described.

SECTION I: DESCRIPTION OF SERVICES TO BE PURCHASED:

1. The total rate of payment for care and services under this Agreement shall not exceed: the established rate for the PRTF; for CPA placements, the negotiated rate or the approved vendor rate; for RCCF placements, the established Fee-for-Service rate and the negotiated rate or the approved vendor rate; and, for CHRP placements, the agreed upon service proposal rate. The total rate of payment for care and services for other service



types will be as negotiated between the County and the Contractor. Medicaid rules shall govern activities to be covered in the daily rate paid to PRTFs.

The amount paid for purchased care and services for less than a full month will be based upon the daily rate.

2. Payment for a child's temporary absence from the facility, including absence due to hospitalization, will be made in accordance with State Department rules in Staff Manual Volume VII, 7.406.1, F (12 CCR 2509-5).

3. Transportation shall be furnished by County between the child's residence and Contractor's facility for the initial placement and return after the treatment plan is completed. If the child runs away from the Contractor's facility, the County shall provide transportation to either return the child to the facility or to other care as arranged by the County. The County has responsibility for the decision to return the child to the facility, with input from the Contractor.

4. All other transportation associated with the Contractor's proposed services will be provided by Contractor. Any transportation costs not covered or contemplated in the original treatment plan must be negotiated between County and Contractor and are not subject to reimbursement under this Agreement. However, provisions for payment of other transportation may be provided for in the Family Service Plan / Individual Plan of Care.

5. Any transportation costs to be incurred on behalf of a child in placement, which are to be borne by persons, or agencies, which are not a party to this contract, shall be specified in the treatment/service plan, and those persons shall acknowledge their responsibility by signing the treatment/service plan.

SECTION II: LEGAL STATUS AND AUTHORIZATIONS:

1. Such permission as is held by the County is hereby granted to the Contractor to authorize routine or emergency medical and dental treatment except that:

a. Medical or dental care shall be provided by personnel duly licensed by law as required by the State of Colorado. It is mutually understood hereto that hospital expenses, surgery, ophthalmology services, eyeglasses, orthodontia or other unusual expenses are not included in the monthly rate. The cost of any items not covered by Medicaid will be negotiated between County and Contractor. Medicaid rules shall govern activities to be covered in the daily rate paid to PRTFs.

2. County and Contractor shall insure that the child(ren) is enrolled in the Early and Periodic Screening, Diagnosis and Treatment Program.



3. It is agreed and permission is granted for the child(ren) to participate in planned recreational and social activities of Contractor, including supervised off grounds excursions and extended trips within the State, provided that Contractor has written permission from County and legal guardian for any trips out of Colorado for any reason and any planned absence from the facility of over seven (7) days within a consecutive 30-day period. Such written permission may be in the treatment/service plan. Further, Contractor and County will also secure, where possible, permission from parents or guardians of the child placed with the Contractor. Any planned absence of more than 24 hours for children placed in a PRTF is not Medicaid reimbursable.

4. County and Contractor shall inform each other and the local school district of any changes in parental residence affecting educational status which comes to their attention.

SECTION III: REASONS FOR REFERRAL, TREATMENT PLAN, AND PROGRESS REPORTS:

1. County and Contractor agree and understand that the reasons for referral, which necessitate purchasing services for children are specified in the attached child specific addendum and Family Services Plan. Any other relevant information concerning these children that does not necessitate purchasing services is also included in the addendum.

2. County and Contractor shall develop an initial plan that addresses the immediate and/or emergency needs of the child within 72 hours of admission for children in RCCFs or group homes except PRTF. County and Contractor shall formulate an initial individual plan of care within 14 calendar days after admission for children in RCCFs or group homes except PRTF. The placement date is that date noted in the attached child specific addendum included with this contract. The Child's Family Service Plan may be utilized as an Individual Plan of Care for this purpose for facilities. Modifications to this plan shall be agreed to in writing on the plan or as a supplemental document.

3. County and Contractor shall formulate an initial individual plan of care for children in PRTFs within 72 hours. For children in a PRTF a comprehensive individual plan of care must be completed by the multidisciplinary team within 14 calendar days from the placement date. The placement date is that date noted in the attached child specific addendum included with this contract. Modifications to this plan shall be agreed to in writing on the plan or as a supplemental document.

4. The individual plan of care shall be goal oriented and time-limited and shall:

a. Address all areas listed in Section 7.714.4, C, 2, (12 CCR 2509-8) together with clinical and other needs including the child's presenting problems, physical health, emotional status, behavior, support system in the community, available resources, and discharge plan.



- b. Include specific goals and measurable objectives, expected dates of achievement, specific discharge and transitional/after-care and follow up services criteria to be met for termination of treatment.
- c. Specify the type, frequency, and duration of clinical therapy services, rehabilitation services, medication management, emergency services, initial assessment, documented treatment modifications, and other services determined to be necessary to meet the child's specific goals.
- d. Specify that all therapeutic services are necessary to meet the needs of the child and to treat the child's current diagnosis.
- e. Identify the provision of, or the referral for, services other than RCCF services and shall document any court ordered treatment including identifying the agency responsible for providing the court ordered treatment.
- f. Anticipated living arrangement for the child at the date of discharge;
- g. Anticipated educational arrangement for the child at the time of discharge;
- h. Anticipated date for discharge from treatment purchased for the child.
- i. A permanency goal for the child.

5. Monthly, Child Placement Agencies, RCCFs and other contractor types other than PRTF, shall conduct a monthly review of each plan to evaluate whether the short-term and long-term goals have been achieved or not achieved. These parties shall provide the County with written reports which address 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. Further, the Contractor agrees to sequence reports to be received by the County 15 calendar days prior to judicial or administrative hearings or reviews when provided with 30 calendar days advance notice of such dates by County.

6. Every 14 days, PRTFs shall provide the County with written reports which address 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.

SECTION IV: CONTRACTOR SHALL:

1. Conform with and abide by all rules and regulations of the Colorado Department of Human Services, the Colorado Department of Health Care Policy and Financing (if appropriate), the State of Colorado and any applicable federal laws and regulations, as



such, which may be amended from time to time, and shall be binding on Contractor and control any disputes in this Agreement.

2. Maintain a current license and maintain license requirements as specified under State law and rule.
 3. Not charge any fees to children or families of children referred by county for any services provided under this Agreement.
 4. Not assign the obligations under this Agreement nor enter into any sub-contract without the express written approval of the Director of the County Department or his/her appointed designee.
 5. Abide by all applicable provisions of Title VI and VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title XX of the Social Security Act of 1975 as revised, and provide confidentiality of information concerning the child in compliance with the Health Insurance Portability and Accountability Act (HIPAA).
 6. Maintain during the term of this Agreement a liability insurance policy of at least \$25,000 for CPAs and \$400,000 for PRTFs, and RCCFs for property damage liability, \$150,000 for injury and/or damage to any one person, and \$600,000 for total injuries arising from any one accident.
 7. Maintain during the terms of this Agreement an insurance policy or a fidelity bond in an amount deemed sufficient by the county, covering the activities of any of its officers, agents, or employees responsible for the implementation and/or administration of this contract in order to make reparations for any wrongful acts, omissions, or any other defalcations of the Contractor.
 8. Indemnify County, Colorado Department of Human Services, Colorado Department of Health Care Policy & Financing, and the State of Colorado against any and loss against all claims and actions based upon or arising out of damage or injury, including death, to persons or property caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violations of any statute, ordinance, or regulation and the defense of any such claims or actions.
- Paragraphs 6, 7 and 8 do not apply to the University of Colorado contracts with county departments.
9. In regards to University of Colorado contractors only, the contractor shall be responsible for its own wrongful or negligent acts or omissions or those of its officers, agents, or employees while performing their professional duties to the full extent allowed by law. Notwithstanding the foregoing, nothing in this Agreement is a limitation or waiver of the application of the Colorado Governmental Immunity Act set forth in §24-



10-101 to §24-10-120, C.R.S., any claims resulting from the performance of the University of Colorado, its employees or agents under this Agreement.

10. Maintain service program records, fiscal records, documentation and other records, which will sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Agreement. The above shall be subject at all reasonable times to inspection, review or audit by federal, Colorado Department of Human Services, Colorado Department of Health Care Policy & Financing, or county personnel, and other persons authorized in writing by the Executive Director of the Colorado Department of Human Services.

11. Contractor shall, in any instance of a potential adoption by a foster parent, provide the initial home study, the SAFE study update, annual certification updates and related materials when requested by the County within fourteen working days of the request. At all other times the Contractor shall make home studies and related materials available to the County for review, at a location agreed upon by the County and the Contractor, during regular business hours.

12. Bill the County for services rendered, using the required form. This form is to be mailed to the County by the last day of the month of care. Billings for PRTFs shall be made to the MMIS System only. Billings for RCCF fee-for-service and CHRP shall be made to either the MMIS System or the County. Billings for RCCFs daily rate, CPAs and other contractor types shall be made to the County only. Contractor will not be paid by the county when billing is not received by the County within 30 calendar days following the billing due date.

13. Attend and participate in Administrative Reviews for children in placement with the Contractor pursuant to two (2) weeks written notice by the County. The Contractor shall encourage children over the age of twelve to attend their Administrative Reviews. Participation may be in person or by teleconference.

14. The Contractor shall pay the foster parent the amount agreed upon with the county as the child maintenance or room and board. Any payment to the foster parent in excess of the child maintenance or room and board amount shall be treated as income to the foster parent.

15 The Contractor shall have the on-site presence of at least one (1) official who has received State training in how to use and apply the reasonable and prudent parent standard and who, with respect to any child or youth placed at the Contractor's facility, is designated to be the caregiver authorized to apply the reasonable and prudent parent standard to decisions involving the participation of the child or youth in age or developmentally-appropriate activities. In the case of a Foster Care Home certified by a Child Placement Agency, Contractor agrees that each foster parent has received State training in how to use and apply the reasonable and prudent parent standard to decisions



involving the participation of the child or youth in age or developmentally appropriate activities.

16. Contractor shall ensure that each foster parent or caregiver authorized to apply the reasonable and prudent parent standard receives sufficient, ongoing training to continue to use and apply the reasonable and prudent parent standard for each child or youth placed in the foster home or facility.

SECTION V: COUNTY SHALL:

1. Determine eligibility of the children under this Agreement for placement and medical coverage. Medicaid rules and regulations shall govern determination of Medicaid eligibility.

2. Assess and collect fees in accordance with the rules and regulations of the Colorado Department of Human Services.

3. Reimburse Contractor by the 15th of the following month in accordance with fiscal system time frames for services purchased under this Agreement in accordance with the established rate when billing is submitted as described in Section IV, Number 10 (above).

4. Abide by all the rules and regulations of the Colorado Department of Human Services, federal rules and regulations and the laws of the State of Colorado, any of which may be amended from time to time.

5. If this agreement covers an initial placement for a child, the Contractor may receive a clothing allowance in accordance with State Department rules.

6. Monitor children's progress in accordance with the treatment/family services plan and the requirements of Colorado Department of Human Services rules and provide consultation to Contractor in relation to the services purchased under this Agreement.

7. Invite Contractor to Administrative Reviews at least 2 weeks prior to the scheduled review.

8. Involve Contractor in planning for the child and give the Contractor a copy of the Family Services Plan at time of placement or as soon as completed and when updated or revised.

9. The County shall seek recovery from the RCCF, CPA or other contractor type for any non-Medicaid payment amounts that have been misused as defined in rules. The County may withhold subsequent payments to recover any funds misused by the RCCF, CPA or



other contractor type. The County shall seek recovery of any remaining funds as a debt due the County for the benefit of the state. The RCCF or CPA may appeal the decision to recover or withhold subsequent payments as defined in rules.

10. The County shall identify the amount agreed upon with the Contractor to be paid to the foster parent for the child's room and board. Such amount will be the same as shown in Trails for the child's maintenance.

11. Reimbursement rates that are negotiated between the County and the Contractor shall be for allowable costs in one or more of four primary components: child maintenance, administrative services, administrative maintenance, and treatment. Contractor type will determine which of these four components will be included in the reimbursement rate.

12. The County shall provide the Contractor with a copy of the policy that identifies activities that providers trained in the reasonable and prudent parent standard may approve, and identifies activities that require County department approval.

13. The County shall require that the person(s) authorized to apply the reasonable and prudent parent standard, including each foster parent, will complete State training specific to the reasonable and prudent parent standard and will receive ongoing training as necessary in order., to meet the needs of each child or youth, and to use and apply the reasonable and prudent parent standard.

SECTION VI: GENERAL PROVISIONS:

1. The Parties to this Agreement intend that the relationship between them, contemplated by this Agreement is that of employer— independent contractor. No agent, employee, or servant of Contractor shall be deemed to be an employee, agent, or servant of the County. Contractor will be solely and entirely responsible for its acts or of any agent, employee, servants and sub-contractors during the performance of this Agreement.

2. Payment pursuant to this Agreement, if in State of Colorado, county, or federal funds, whether in whole or in part, is subject to and contingent upon the continuing availability of State of Colorado, county, and federal funds for the purpose thereof.

3. It is agreed that if, after investigation, it is shown that reasonable care was given to guard and protect personal items brought to Contractor by the children, Contractor will be released from responsibility for loss or damage to such personal items.

4. This Agreement is intended to be applied in conjunction with the child specific addendum and family services plan as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or affect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied as a part of this written Agreement. This section shall



not be construed as either prohibiting the periodic amending of the family services plan or appending a county designed addendum to this agreement.

5. The contract shall permit the State Department to monitor service program, fiscal and other records sufficiently to assure the purchase of services in this Agreement are carried out for the benefit of the aforementioned client. Monitoring may occur through review of program reports, on-site visits where applicable and other contracts as deemed necessary. The Contractor understands that the State Department may provide consultation to Contractor to assure satisfactory performance in the provision of purchased services under this Agreement.

A. All reimbursement requests shall be submitted to and approved by the appropriate County staff. Reimbursement for placement services shall be paid from the date of admission up to, but not including, the day of discharge. Furthermore, Medicaid payments for PRTF and CHRP placements are permitted on the day of discharge in compliance with regulations promulgated by the Colorado Department of Health Care Policy and Finance. Fee for Service will be reimbursed as per Medicaid regulations. Medicaid funds shall not be limited to funds encumbered in this contract and shall also include Medicaid funds for PRTF and RCCF therapeutic services and CHRP services paid by the Department of Health Care Policy and Financing. Payment for placement services will not be provided for clients on “runaway” status unless the County has previously approved it. Reimbursement requests for therapy costs for clients enrolled in PRTF, RCCF, and CHRP programs shall be submitted to the Medicaid Fiscal Agent in accordance with instructions provided by such Fiscal Agent. The Contractor shall forward copies of such billings to the County on a monthly basis.

In the event that a Contractor receives payment for a per diem discharge day, regardless of funding source, the Contractor shall refund those dollars forthwith.

B. The purpose of these requirements is to provide minimum assurance that the Contractor has adequate accounting and budgeting information available to allow management to maintain a financially viable enterprise and to demonstrate financial accountability to the county departments of human/social services and Colorado Department of Human Services for the use of public funds.

(1) The Contractor must have in place a double entry accounting system and all financial transactions must be posted to this system. Financial statements, prepared from information provided by this system, shall be presented in conformity with U.S. generally accepted accounting principles (GAAP). The Contractor must also have adequate time keeping and cost allocation systems to allocate salary cost and indirect cost to appropriate cost centers. Books and records of the Contractor shall be subject, at any reasonable time, to inspection,



audit or copying by appropriate Federal, State or county personnel, or such independent auditors or accountants as may be designated by these personnel.

(2) All billing by the contractor must be in a format approved by the fiscal agent or county. Contractors must bill the fiscal agent and county at least once a month. Contractors may bill twice a month, on the 15th and last day of the month, for services rendered. Bills will be returned unpaid if the bills do not conform to the approved format or the documentation is inadequate.

(3) All Contractors whose total annual expenditures are \$100,000 or more shall submit an annual audit of their financial statements by an independent certified public accountant. Contractors with total annual expenditures less than \$100,000 may submit an audit as described above or may submit compiled or reviewed financial statements, prepared in accordance with generally accepted accounting principles. If the Contractor is a government agency that has an independent audit done by another agency of that government, its audited financial statements, prepared in accordance with generally accepted accounting principles for state and local governments meet this requirement. The audited, compiled or reviewed financial statements of PRTFs, RCCFs, and CPAs must be completed and a copy provided to the Colorado Department of Human Services (Attn: Administrator for PRTFs, and RCCFs and Attn: Audit Division Director for CPAs) within 180 days after the contractor's fiscal year end. The audited financial statements and supplementary information defined in regulation for various agencies shall be presented as described in Section VI, B (1), above and must contain sufficient detail to provide evidence of financial accountability under the terms of this contract and controlling state regulations. Contractors that are a subsidiary of a parent organization must submit separate financial statements for the subsidiary that detail each of the Contractor's facilities and/or programs that provide services for the Colorado Department of Human Services and also must provide a reconciliation of these financial statements to the consolidated financial statements of the organization as a whole. When applicable, the Contractor must comply with the audit requirements found in the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996 and U. S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations including subsequent revisions, and appropriate audit and financial reporting requirements as defined in State laws, rules, and regulations.

(4) If Contractors do not submit their annual audit or refuse to disclose financial information regarding the operation of the program in a timely manner, the Fiscal Agent may withhold payment until the audit and/or requested information is submitted. If the contractor is a CPA, then sanctions of the contractor may occur for failure to submit.



(5) In cases where documentation does not exist to support audit information or services provided, contractor will be required to repay all funds received for which documentation does not exist.

(6) In cases where audit deficiencies are noted, a plan of corrective action shall be submitted to the State Department's Audit Division for approval within 4 months of the date of the audit.

(7) Failure to comply with any of these requirements, including items on the addendum is justification for the County to impose fiscal sanctions, penalties, or cancel the contract.

6. In the event this contract is terminated, final payment to the Contractor may be withheld at the discretion of the County until final audit. Incorrect payments to the Contractor due to omission, error, fraud, or misuse of funds shall be recovered from the Contractor either by deduction from subsequent payments under this contract or other contracts between the County and the Contractor or by the County, as a debt due to both the State of Colorado, the Colorado Department of Human Services and the County. The waiver of any violation shall not be construed as a waiver of any other or subsequent violation of this contract or appropriate statutes and regulations.

WHEREFORE, the parties have herein set their hands and affixed their seals the day and date first written above.

COUNTY

Boulder County Department of
Housing and Human Services
County Department of Social/Human
Services

3400 Broadway
Address

Boulder, CO 80304
City, State Zip

Board of County Commissioners, Chair

Name:

Date:

CONTRACTOR

Third Way Center, Inc. (Pontiac)
Name

455 Acoma Street
Address

Denver, CO 80204
City, State Zip

Director's (or designee's) Signature

Name:

Date:

