

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 13th day of December 2016, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," acting in its capacity as the Adams County Board of Human Services, and Developmental Disability Consultants, PC, located at 1211 South Parker Road, Suite 200, Denver, CO 80231 hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

1.1 All work shall be in accordance with the attached RFA 2016.414 Core Services Program Services and the Contractor's response to the RFP 2016.414 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail. Contractor will provide home-base services for developmentally delayed clients referred by Adams County Human Services Department (ACHSD) pursuant to the Colorado Family Preservation Act §§ 26-5-101, *et seq.*, C.R.S. and in compliance with the state rules and County Plan, policies, and procedures and CDHS Volume VII 7.303.

1.2 Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

3.1. Term of Agreement: The Term of this Agreement is July 1, 2016 through June 30, 2017.

3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

4. **PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of one hundred thousand dollars (\$100,000.00).
- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.
5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**
6. **NONDISCRIMINATION:**
- 6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**
- 6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's negligent performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or negligent failure to perform pursuant to the terms of this Agreement.
8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

- 8.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
 - 8.1.1. Each Occurrence: \$1,000,000
 - 8.1.2. General Aggregate: \$2,000,000

- 8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
 - 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
 - 8.2.2. Personal Injury Protection: Per Colorado Statutes

- 8.3. Workers' Compensation Insurance: Per Colorado Statutes
- 8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
 - 8.4.1. Each Occurrence: \$1,000,000
 - 8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

- 8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:
 - 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
 - 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
 - 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

- 8.8. Proof of Insurance: At any time during the term of this Agreement, the County may

require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. WARRANTY:

9.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

10. TERMINATION:

10.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

10.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

11. MUTUAL UNDERSTANDINGS:

11.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security

requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- 11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 11.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 11.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 11.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Human Services Department, Children and Family Services
Contact: Jan James, Division Director
Address: 7401 North Broadway
City, State, Zip: Denver, CO 80221
Phone: 303.412.8121
E-mail: jjames@adcogov.org

Department: Adams County Purchasing
Contact: Liz Estrada, Contract Administrator
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6052
E-mail: lestrada@adcogov.org

2016.414.14 Core Services/Developmental Disability Consultants, PC/Home-Based Intervention Services for Developmentally Delayed clients

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: Developmental Disability Consultants, PC
Contact: Dr. Paul Spragg
Address: 1211 South Parker Road, Suite 200
City, State, Zip: Denver, CO 80231
Phone: 303.337.2210
E-mail: pspragg@ddconsultants.org

- 11.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 11.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 11.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 11.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

12. CHANGE ORDERS OR EXTENSIONS:

- 12.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 12.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

- 13. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 13.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 13.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

County Manager

Todd Leopold
Todd Leopold

12/13/16
Date

Developmental Disability Consultants, PC

Paul Spragg
Signature

12/12/2016
Date

PAUL A. SPRAGG
Printed Name

PRESIDENT
Title

Attest:

Stan Martin, Clerk and Recorder

Channah
Deputy Clerk

Approved as to Form:

D. Eelst
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Denver

STATE OF Colorado)SS.

Signed and sworn to before me this 02 day of December, 2016,

by Kevin Cayelhi

[Signature]
Notary Public

KEVIN GANDHI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164030957
MY COMMISSION EXPIRES 08/12/2020

My commission expires on: 08/12/2020

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Developmental Disability Consultants
Company Name

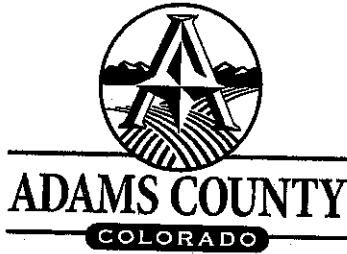
12/2/2016
Date

Paul A Spragg
Signature

PAUL A. SPRAGG
Name (Print or Type)

PRESIDENT
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



**REQUEST FOR APPLICATION FORM
2016.414 CORE SERVICES PROGRAM**

CONTRACTOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # No. 1 Addenda # _____
If None, Please write NONE.

<u>Developmental Disability Consultants</u>	<u>4-1-2016</u>
Company Name	Date
<u>1211 So. Park Ave. Ste. 200</u>	<u>Paul Spragg</u>
Address	Signature
<u>Denver CO 80231</u>	<u>PAUL A SPRAGG</u>
City, State, Zip Code	Printed Name
<u>Hrapahoe</u>	<u>PRESIDENT</u>
County	Title
<u>303/337-2210</u>	<u>303/337-4147</u>
Telephone	Fax
<u>pspragg@ddconsultants.org</u>	
Email Address	



Attachment 1

Core Services Program Request for Application Form

(Please print or type. If additional space is needed to complete an answer, use a separate sheet of paper with the attachment number and the letter or number the answer refers to. Include agency name on each sheet).

Agency Name: Developmental Disability Consultants, PC

Type (LLC/Sole Prop/etc.): Professional Corporation

Address: 1211 South Parker Road, Ste. 200

City: Denver State: CO Zip: 80231

Telephone Number: 303-337-2210 Fax Number: 303-337-4147

Website: www.ddconsultants.org Email Address: pspragg@ddconsultants.org

Contact Person for this Application: Dr. Paul Spragg

Title: President Phone: 303-337-2210 Email : pspragg@ddconsultants.org

Executive Director, CEO, or Owner: Dr, Paul Spragg

Title: Same Phone: _____ Email : _____

Service area applying for: (Select all that apply)

- Home-Based Interventions
- Intensive Family Therapy
- Sexual Abuse Treatment
- Day Treatment
- Life Skills
- Mental Health Services
- Substance Abuse Services
- Family Team Meeting Facilitation

A. Agency Information

1. Provide a brief description of your agency, and / or organization including total staff size, number of years in operations, mission and history.

2016.414 CORE SERVICES REQUEST FOR APPLICATION
COST FOR SERVICES

Service area applying for: (Select all that apply)

Service area applying for: (Select all that apply)		Requested Amount per Service
<input checked="" type="checkbox"/>	Home-Based Interventions	\$ 900 / 1800 / 2750 *
<input checked="" type="checkbox"/>	Intensive Family Therapy	\$ 90/hr
<input type="checkbox"/>	Sexual Abuse Treatment	\$
<input type="checkbox"/>	Day Treatment	\$
<input checked="" type="checkbox"/>	Life Skills	\$30/hr group; \$55/hr ind
<input checked="" type="checkbox"/>	Mental Health Services	\$ 110/hr
<input type="checkbox"/>	Substance Abuse Services	\$
<input checked="" type="checkbox"/>	Family Team Meetings	\$ \$50/hr
Total Application Request		\$ 120,000.00

Pricing must be submitted based on an hourly or monthly rate for each service

***Based on level of intensity of service by hours per week: low (1-4), medium (5-10), high (10-13)**



Established in 1993, DDC was the first privately held mental health group in the Rocky Mountain region established solely for the purpose of serving persons with cognitive and intellectual disabilities (including persons with developmental disabilities, autism spectrum disorders and acquired brain injury). As generic and community-based services became more available for persons with developmental disabilities, DDC began to interface increasingly with schools, mental health agencies, and departments of human services (DHS). Along the way, DDC developed pioneering programs and services in such diverse areas as parenting assessment and training, forensic interviewing of victims with disabilities, original evaluation protocols for persons with co-existing cognitive and psychiatric disabilities, development of sex offense-specific evaluation and treatment services for offenders with disabilities, and the provision of multidisciplinary, fully integrated home-based behavioral health services for families in crisis.

The stated mission of the firm is ***"to make available quality mental health services, skills training, and family support to children and adults with disabilities, so that they may participate in their communities to the fullest extent possible."*** DDC specializes in the full range of emotional-behavioral disorders, ranging from individuals with co-existing neurodevelopmental and psychiatric disorders to consumers with communication-based and other functional behavior problems (such as self-injury). The range of interests of our clinical staff is diverse, and includes explosive aggression and other extremely challenging behaviors; trauma and internalizing disorders such as anxiety and depression in persons with intellectual disabilities; abuse and neglect of children with disabilities; and assessment and training of parenting skills for persons with and without intellectual disabilities.

In addition to Dr. Spragg, a licensed psychologist and board-certified behavior analyst (BCBA-D), DDC currently employs a complement of three to four full time masters level clinicians and three to four full time bachelor's level specialists in the areas of skills training, family support/parent education, and behavior support. In addition, DDC maintains a cadre of independent contractors. The orientation of our clinical staff is primarily behavioral and cognitive-behavioral, although other evidence-based strategies are also employed.

DDC is perhaps best known among the Denver-metro county human service departments for its intensive, home-based services program. Some years ago, DDC became the first agency in Colorado to develop and implement a collaborative, interdisciplinary model of intensive, home-based behavioral health services for families having a child(ren) with a disability at risk for out-of-home placement. Our model emphasized a highly individualized, coordinated team approach to families in crisis and provided an alternative to prevailing, multi-agency, insulated, compartmentalized interventions. The program offered services by providers in various behavioral health disciplines which were integrated and coordinated under one roof, adapted and modified to take into account the cognitive limitations of our clients, the unique ways in which symptoms may be expressed by this population, and the importance of



community supports to effect lasting change. Although DDC does not focus exclusively on delinquent youth, our intensive home- and community-based program mirrors the essential elements of approaches such as multisystemic and functional family therapy (FFT), and is characterized by a similar stage process: utilizing cognitive behavior and reinforcement techniques and our knowledge of available community supports and services to engage and motivate families; teaching parents and providers (evidence-based) behavioral strategies to effect change, and stressing the importance of maintenance and generalization of behavior change across a variety of community settings. DDC's home-based approach to family preservation is recognized as a model of efficiency and effectiveness and has been widely replicated throughout the Denver metro area.

Each family referred to DDC is assigned a primary clinician or consultant, our clinical team – psychologists, psychotherapists, family specialists, and behavior analysts – collaborate with each other to insure a broad perspective on all individuals presenting with emotional-behavioral challenges. DDC's behavior analysts are cross-trained in recognizing and treating psychiatric disorders and are experienced in providing behavior support across a wide range of diverse clinical populations. Likewise, our psychotherapists and family specialists are cross-trained in applied behavior analysis. In fact, three of our psychotherapists are currently completing coursework leading to BACB board certification as behavior analysts, *in addition to their DORA credential*, rendering them uniquely qualified to provide behavioral health services to persons with developmental disabilities. We believe these characteristics of our practice to be an especially important aspect of working with individuals with disabilities who present with behavior challenges in the context of a psychiatric disorder (“dual diagnosis”), acquired brain injury, or autism spectrum disorder.

2. List any professional, state, or required licenses, and accreditation/certification levels, if any. DDC is one of just 11 Mental Health Specialty Clinics statewide designated by the Department of Human Services, Office of Behavioral Health, and the only one specializing in Developmental Disabilities. This designation/license means DDC clients can expect that their behavioral health care will either meet or exceed stringent standards laid out by state statute and rules. DDC clinical staff are licensed by DORA or certified by national credentialing authorities in their disciplines.

3. Is your agency a Medicaid provider? Yes.
If not, is your agency qualified to become an authorized provider?

B. Programs / Services to be provided, in the context of this RFA

1. What specific type(s) of service and area of specialization(s) does your agency provide?
DDC specializes in developmental disabilities (including intellectual and cognitive disabilities, autism and acquired brain injury) and co-occurring psychiatric conditions; neurobehavioral/neurodevelopmental disorders such as ADHD. Services include



educating parents in safety awareness and abuse-prevention strategies, and equipping both parent and child with coping and anger management skills. DDC's intensive home-based approach permits ongoing monitoring of the home environment and parenting practices. All ongoing cases are staffed on a weekly basis. In addition, all non-licensed staff receive weekly supervision with regard to ongoing treatment issues, including emergent problems potentially increasing the likelihood of abuse or neglect.

3. Do you have experience working in the Child Welfare System, particularly with traumatized children and families? Please describe your agency's approach to trauma informed care within your practice.

Since its inception nearly 25 years ago, DDC has been involved in providing services to Colorado's Child Welfare system. In 2003 we concluded the first of several contractual agreements with various county departments of human services (DHSs). Our work for the DHSs included extensive work with traumatized individuals and their families, as people with developmental disabilities (parents as well as children) have among the highest rates of abuse, neglect and disrupted attachments of any population. Our staff are certainly sensitive to this. We believe it is important for mental health personnel working in child-serving systems to make every effort in their treatment efforts to avoid inflicting secondary trauma that may re-traumatize a child, parent or family. At the same time, we also recognize that the effects of stress and trauma are uniquely expressed in the DD population, due to the complex interplay of genetics, environmental stressors, comprised neurological function, diminished adaptive/coping skills and social learning history. We are mindful that because of the high rates of abuse with this population, some well-intended clinicians are quick to attribute certain symptoms to trauma without proper consideration of these other variables. The importance of accurate diagnosis of trauma-related behavior cannot be understated, because inaccurate diagnosis can lead to interventions which may be ineffective, and possibly counter-productive. Considerable training and experience is often required to sort these issues out. As a licensed behavioral psychologist specializing in this field for nearly 30 years, I can also attest to the fact that there is unfortunately still relatively little research demonstrating the efficacy of cognitive-behavioral approaches to trauma work in persons with developmental disabilities. Our staff are realistic in recognizing that not all persons with intellectual disabilities are good candidates for evidence-based psychotherapy models developed for typically developing individuals, and that most behavioral health interventions and treatment models must be modified to adapt to the needs of persons with cognitive limitations. Because certain types of work are by nature long-term (e.g., trauma work) DDC is also mindful that without proper planning, even the most well-thought out service plans may be abruptly short-circuited by fiscal constraints. For example, intensive home services are by design relatively short term and crisis oriented, and longer term goals are often not practical and divert from the immediate needs of the family. Therefore, we are cautious about taking on any cases where trauma resolution is the focus of treatment without careful consideration of



post-termination aftercare treatment. Without such a provision, re-traumatization is a real possibility, especially for vulnerable populations. Fortunately, in many cases we have been able to continue our work with traumatized individuals through our individually negotiated Medicaid contracts following discontinuation of home-based services.

4. Describe how you will be multi-culturally responsive and how you plan to provide services that meet the social, cultural and language needs of clients involved in the Child Welfare System. DDC's client base is approximately 35-40% Hispanic, and has a long history of providing effective services to bilingual clients. Other cultural and ethnic minorities with significant representation in our client base also include African American and West African/Muslim. All our clinicians have graduate level training and/or experience in providing services to culturally-different populations, and one has specialized in Native American studies. Unfortunately, DDC is not large enough to be competitive in its attempts to recruit and maintain bilingual clinical staff for our non-English speaking clients. We have found that reliance on translators is limiting in terms of providing effective mental health treatment, especially in crisis situations (common with our clients) in which this service may not be immediately available. For this reason, we require at least one family member be bilingual before we can recommend our services.

C. Collaboration

Providing services for Child Welfare clients involves the ability to advocate and collaborate on behalf of the clients you serve and yourself. This includes collaboration with ACHSD, community-based organizations and other government entities.

1. How do you plan to coordinate services and reporting with Child Welfare Social Case Workers? Each client referred to DDC is assigned a primary provider, who is also the client's clinical care coordinator, case manager, and the single point of contact for the client's DDC treatment team. DDC provides routine, monthly progress reports to our DHS case workers, and participates in client staffings/TDMs on a regular basis. DDC staff is also accessible by individual land-line extensions, cell phone, and e-mail.
2. Will you provide other supportive services through collaborative agreements with other programs/providers? If so, define these services:
One advantage of DDC services is that many different types of services are provided and coordinated under one umbrella. Coordination of care with caseworkers, primary care physicians, prescribing psychiatrists and other involved professionals is emphasized in our policies and procedures. Because of the nature of the families' intensive needs, many of our clients require multiple services, e.g., psychotherapeutic, psycho-educational, applied behavior analysis, and skills training. Because our clients tend to be easily overwhelmed by involvement with multiple providers and/or agencies, we ordinarily prefer to provide and coordinate these services ourselves, which also facilitates treatment planning, coordination and communication. However, in those situations in



which other providers outside our group are involved, DDC places a premium on communication and coordination of care, including regular contacts, invitations to in-house staffing, etc.

3. It is likely that you or your staff will be expected to testify on the witness stand during Court Hearings. Briefly describe your (their) experience and the qualifications that would qualify you as experts in child welfare or other fields.

Dr. Spragg devotes half of his clinical practice to forensic psychology and has 25 years' experience testifying in more than a dozen Colorado district and county courts, as well as Federal court. He has been qualified as an expert in clinical psychology, developmental disabilities, forensic psychology, child psychology, school psychology, parenting capacity, abuse of persons with developmental disabilities, offenders with disabilities, legal capacity and guardianship, and various civil and criminal competencies. All DDC clinicians have experience with Departments of Human Services and the child welfare system, and some are qualified to testify as experts in their respective disciplines and on related disability issues. Dr. Spragg provides final approval on all forensic assessments (e.g., parenting capacity) and provides direct supervision and training in court testimony to staff.

D. Report and Accounting Systems

1. ACHSD requires monthly reports with specific information. Briefly describe your methodology and ability to track data and provide these reports on client progress.

All DDC staff are required to maintain progress notes and data on measureable treatment objectives for DHS clients, in accordance with strict Medicaid, HCPF and OBH documentation standards. DDC staff have been providing monthly progress reports based on this detailed information for DHS clients since our first contracts were executed 15 years ago, and is an important aspect of the clinician's routine case management responsibilities.

2. Describe the accounting system you utilize to provide fiduciary accountability.

DDC operates under a cash basis accounting system. Time sheets are submitted by clinical staff at the end of the month and invoices are generated and mailed within 3-5 working days. Our bookkeeping and billing are maintained through a clinical software application package that records and processes accounting transactions within functional modules such as accounts payable, accounts receivable, invoicing, recording and processing payments, and general ledger. Transactions are reconciled and financial statements are generated on a monthly, quarterly, and annual basis and are reviewed by the company's accountant on an annually.

E. Target Population

1. Which, if any, Adams County area/neighborhoods do you see as your targeted clientele?



Developmental disabilities exist in all neighborhoods and DCC is a regional provider, serving the greater metropolitan area and along the front range from Pueblo to Ft. Collins. Our catchment area for home-based family preservation services is bounded roughly by Brighton on the north end of Adams County, per our Medicaid home-based services

F. Availability

Please indicate the hours your services can be provided:

***Availability to provide services evenings and weekends is preferable.**

- Monday - Friday 8:00 _____ a.m. to 5:00 _____ p.m.
- Evenings days As needed Hours _____
- Weekends days As needed Hours _____
- Other:

Can services be provided in the client's home? YES NO

Can you transport a client for services? YES NO

G. Services Outcomes

Please provide the following data for clients who have received your services:

1. Average length of stay in treatment: Median LOS for home-based services is approximately 4-6 months
2. How do you define "successful" treatment in your program?
On a macro level, successful treatment in our family preservation program is defined as maintaining/returning the child to the family home. Clinically, success is defined as a planned termination or discharge following successful attainment of medically necessary, socially valid measurable treatment goals as specified in the treatment plan, or agreement between provider and client that services are no longer necessary.
3. What percentage of clients successfully discharged within the last 12 months from your program?
Est. 80-85%

H. Sustainability

1. ACHSD does not guarantee a specific number of case referrals and contracts may be terminated at any time. ACHSD values continuity and sustainability of care for clients involved in the child welfare system and desires providers who adopt sustainable business practices to promote fiscal



and programmatic efficiencies. Do you receive referrals from other County Department of Human Services Agencies, Court, etc.? If so, please list:

- Denver Co. DHS
- Jefferson Co. DHS
- Arapahoe Co. DHS
- Douglas Co. DHS
- Gunnison
- Summit
- Denver Health
- Children's Hospital
- University Hospital /JFK Partners
- Kempe Center
- All metro area district courts

REFERENCES

Amanda McManus & Sue Van
Caseworker Supervisors
Adams County Department of Human Services

Sarah Griffin, M.S., LMFT
Contract Manager/Quality Assurance
Jefferson County Department of Human Services
303-271-4140

Lynne Ford, LCSW
Denver Department of Human Services
720-944-6095