

ADAMS COUNTY, COLORADO
FIRST ADDENDUM TO
SERVICE AGREEMENT

THIS FIRST ADDENDUM TO SERVICE AGREEMENT ("First Addendum") is entered into this _____ day of _____, 2014, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, hereinafter referred to as the "County," acting in its capacity as the Adams County Board of Human Services, and Denver Area Youth Services, located at 1530 W. 13th Ave., Denver, CO 80204, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on July 11, 2013, the County entered into a Service Agreement with the Contractor, Denver Area Youth Services to provide Home Based Intervention and Life Skills services for clients referred to and by Adams County Human Services Department (ACHSD) for services 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.

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to include the description of services, priced according to the various treatment packages offered by the Contractor, described in Exhibit "A", attached hereto as reference to the First Addendum.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

1. Denver Area Youth Services, shall provide Home Based Intervention and Life Skills services for clients referred to and by Adams County Human Services Department (ACHSD) for services 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, and,
2. The County shall reimburse the Contractor for the work provided under this First Addendum in accordance with **Section V of the Service Agreement**. Adams County will pay Denver Area Youth Services according to the treatment packages and pricing structure described in "Exhibit "A" attached hereto. No additional funds have been added to this First Addendum.
3. The Service Agreement and this First Addendum contain 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 both parties. Any terms, conditions, or provisions of the Service Agreement that are not amended or modified by this First Addendum shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this First Addendum, the terms, conditions, and provisions of this First Addendum shall control.
4. The Recitals contained in this First Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.

5. This First Addendum may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
6. Nothing expressed or implied in this First Addendum is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this First Addendum or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this First Addendum by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
7. If any provision of this First Addendum is determined to be unenforceable or invalid for any reason, the remainder of the First Addendum shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
8. Each party represents and warrants that it has the power and ability to enter into this First Addendum, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

DEPARTMENT OF HUMAN SERVICES

Chris Kline
Chris Kline, Director

3-11-14
Date

ATTEST:
KAREN LONG
CLERK AND RECORDER

Deputy Clerk

Approved as to form:

D. Coest
Adams County Attorney's Office

DENVER AREA YOUTH SERVICES

Noel A. Diaz
Signature

2-25-2014
Date

Signed and sworn to before me on this 11th day of March, 2014 by

Michelle King
Notary Public

My commission expires on:

My Commission Expires
January 14, 2016



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:

Denver Area Youth Services
Company Name

2-20-2014
Date

Noel A. d'Alberk's MSW MBA
Name (Print or Type)

Noel A. d'Alberk's
Signature

CEO
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

Exhibit "A"

Denver Area Youth Services (DAYS)

Description of Services:

DAYS home based services are provided primarily in the home of the client and includes a variety of services which can include therapeutic services, concrete services, collateral services and crisis intervention directed to meet the needs of the child and family. Services are designed to assist in the development of the family services plan, to assess and/or improve family communication, functioning, relationships and to prevent further abuse of drugs or alcohol. All services are available in English and Spanish.

The goal of DAYS home based services are to:

1. Focus on the family strengths by directing intensive services that support and strengthen the family and protect the child.
2. Prevent out-of-home placement
3. Return children in placement to their own home; or
4. Unite children with their permanent families
5. Provide services that protect the child.

****DAYS also provides ongoing parenting classes including the *Strengthening Families Program, Parent Child Connectedness and Roots and Wings.***

Packages and Pricing:

Treatment Package Intensive

\$2,300/month

10-15 hours of services per week. Approximately 75% of time is spent with the client working on treatment plan issues. The remaining 25% is related to court activities/requests including Team Decision Meetings; participating in Administrative Review Conferences; report writing; documentation; phone calls, etc.

Treatment Package High

\$1,765/month

7-9 hours of services per week. Approximately 75% of time is spent with the client working on treatment plan issues. The remaining 25% is related to court activities/requests including Team Decision Meetings; participating in Administrative Review Conferences; report writing; documentation; phone calls, etc.

Treatment Package Moderate

\$1,400/month

4-6 hours of services per week. Approximately 85% of time is spent with the client working on treatment plan issues. The remaining 15% is related to court activities/requests including Team Decision Meetings; participating in Administrative Review Conferences; report writing; documentation; phone calls, etc.

Treatment Package Low

\$600/month

4-6 hours of services per week. Approximately 85% of time is spent with the client working on treatment plan issues. The remaining 15% is related to court activities/requests including Team Decision Meetings; participating in Administrative Review Conferences; report writing; documentation; phone calls, etc.

For more information, please contact Courtney Griffin, LCSW, MSW, MBA at 303-302-3268 or cgriffin@denveryouth.org