

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", for and on behalf of the **DENVER DEPARTMENT OF HUMAN SERVICES**, hereinafter referred to as the "County", and **SAVIO HOUSE**, with an address of 325 King St., Denver, Colorado 80219 ("Provider" or "Contractor"), with "Trails" Provider Number 48170, collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated December 29, 2010 to provide, through the Core Services program, direct intensive services that support and strengthen families who are at imminent risk of out-of-home placement (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to increase the compensation to the Contractor and to update other contract language as follows; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. All references to "...Exhibit A..." in the existing Agreement shall be amended to read: "...Exhibit A and A-1, as applicable..." The service and budget specifications marked as Exhibit A-1 are attached and incorporated by reference.

2. Article 3(A) of the Agreement entitled "**SPECIAL LEGAL REQUIREMENTS OF STATE DEPARTMENT**" is hereby amended to read as follows:

3. SPECIAL LEGAL REQUIREMENTS OF STATE DEPARTMENT: In addition to all other terms and conditions of this Agreement, the Provider must abide by and perform the following terms and conditions mandated by the State Department through Vol. VII, and other applicable laws and regulations of the State Department.

A. The City agrees to purchase and the Provider agrees to furnish the number of units for each Core Service at the per unit cost of service as shown on **Exhibit A-1** with a maximum cost under this Agreement not to exceed **One Million One Hundred Seven Thousand Dollars and Zero Cents (\$1,107,000.00)** (the "Maximum Contract Amount")."

3. Please substitute the following for existing Article 39:

"39. In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls."

4. A new article numbered 41 is hereby added to the Agreement reading as follows:

“41. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.”

5. This Amendatory Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

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

EXHIBIT LIST:

EXHIBIT A-1 - SERVICE AND COMPENSATION SPECIFICATIONS

[SIGNATURE PAGE FOLLOWS]

Contract Control Number:

Vendor Name:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

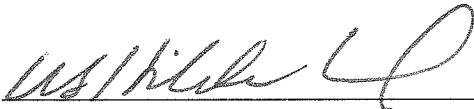
By _____



IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals at Denver, Colorado as of the day first above written.

Contract Control Number: CE01263

Vendor Name: SAVIO HOUSE

By: 

Name: W.S. HILDENBRAND
(please print)

Title: EXECUTIVE DIRECTOR
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Service and Compensation Specifications
 Exhibit A-1 to CORE Services Agreement for fiscal year 6/1/2010- 5/31/2011
 The City and County of Denver **Department of Human Services** and **Savio House (Trails Provider #48170)**

1. Scope of Services: Contractor agrees to and accepts responsibility to perform the following services:

- Home Based Services Multi Systemic Therapy Functional Family Therapy Day Treatment Direct Link
 Sex Abuse

2. Compensation: The City agrees to compensate Contractor for the performance of services specified in Section 1 above, Scope of Services, at the following rate:

Core Service Type	Program Description & Detail	Rate	Unit
Home Based Services	Treatment Package Intensive: 10 -15 hours of service per week – 75% of that should be spent with the client working on treatment plan issues. The other 25% can be related to court activities/requests; Team Decision Meetings; participating in Administrative Review Conferences; report writing; documentation; phone calls, etc.	\$2300.00	Monthly
	Treatment Package High: 7 - 9 hours of service per week – 75% of that should be spent with the client working on treatment plan issues. The other 25% can be related to court activities/requests; Team Decision Meetings; participating in Administrative Review Conferences; report writing; documentation; phone calls, etc.	\$1765.00	Monthly
	Treatment Package Moderate: 4 - 6 hours of service per week – 85% of that should be spent with the client working on treatment plan issues. The other 15% can be related to court activities/requests; Team Decision Meetings; participating in Administrative Review Conferences; report writing; documentation; phone calls, etc. The Moderate Treatment Package rate may also be approved for 30-day Assessments .	\$1400.00	Monthly
	Treatment Package Low: 3 hours of service per week – 85% of that should be spent with the client working on treatment plan issues. The other 15% can be related to court activities/requests; Team Decision Meetings; participating in Administrative Review Conferences; report writing; documentation; phone calls, etc.	\$600.00	Monthly
	Treatment Package: Additional hours as authorized at the hourly rate and would only be authorized beyond the existing package rate if services were required after 9:00PM during the week or on weekends. Previous (Treatment Package Low) for HBS combined with Day Treatment can be billed @ 10hrs per month.	\$65.00	Hourly
	Aftercare Treatment Package- For youth discharging from a Savio TRCCF placement or day treatment (usually for 2 months)	\$1051.00	Month

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Multi Systemic Therapy	Treatment Package Intensive- the Sexual Problem Behavior MST	\$2537.00	Month
	<u>Treatment Package High - includes medication management</u>	\$1840.00	Month
	<u>Treatment Package Moderate - no medication management</u>	\$1640.00	Month
	<u>Treatment Package - is only authorized for an additional child in the home (with medication management) or add on MST to day treatment plus two hrs of family counseling in Day treatment</u>	\$900.00	Month
	<u>Treatment Package Low - is only authorized for an additional child in the home (does not include medication management)</u>	\$800.00	Month
	Other Services-MST CANS- A Treatment Model applied to families who experience physical abuse and/or neglect. A New founded report in last 90 days. Treatment for serious or complex cases. Target population 6-17 years of age, Children may be in placement with expectations of rapid return (4weeks), Parents may be developmental delayed, but children must have an IQ 70 or above. Family may be a long term client of Child Protection. Treatment length is 6-9 months, Psychiatrist part of the treatment team. No primary sex abuse, No other substance abuse treatment. U.A.s up to 3 weekly. NO Spanish Speaking services available, NO Autism spectrum disorder treatment available.	\$100.00	Hour
MST Can program package is \$4200.00 a month. If DHS Core Pays the full amount of \$2500.00 if Medicaid pays \$1700.00 share with DHS Core.			

Functional Family Therapy	<u>Treatment Package Low- provider must follow</u> Functional Family Therapy guidelines	\$760.00	Month
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Sexual Abuse Treatment	Treatment Package Moderate (6.5 hrs/week stand alone or in addition to day treatment)	\$1200.00	Monthly
	Treatment Package – Intensive 7-15 hours per week	\$1833.00	Monthly
	Treatment Package Low - Hourly rate for In home Sexual Offender Tx	\$56.00	Hour

Direct Link	Treatment Package Intensive (1 parent in Intensive Outpatient Services or 2 parents in regular outpatient services)	\$1765.00	Month
	Treatment Package High (1 parent in Trad O/P)	\$1,666.00	h
	Treatment Package Moderate (DLIP) No parents in Savio paid Substance Abuse Treatment)	\$1,428.00	Month
	Urine Analysis (drug screen)	\$15.00	Test
	ETG Analysis (80 hour test for alcohol)	\$35.00	Test

Day Treatment	Treatment Package Moderate – Regular day treatment <input type="checkbox"/> Treatment Package - Moderate, includes: <input type="checkbox"/> Weekly individual therapy <input type="checkbox"/> Weekly family therapy <input type="checkbox"/> Transportation to and from program within Denver County or boundaries identified in #2 below <input type="checkbox"/> Psychiatric services (Medication assessment and management) <input type="checkbox"/> In home family therapy <input type="checkbox"/> Spanish speaking family therapy <input type="checkbox"/> Substance abuse treatment <input type="checkbox"/> 24 hour crisis intervention (evenings and weekends) <input type="checkbox"/> Other – sexual abuse treatment <input type="checkbox"/> Other - weekly educational and life skills groups	\$1648.00	Month
	<input type="checkbox"/> Family counseling (additional) rate includes transportation time or two additional hrs for MST Tx. Pkg. <input type="checkbox"/> (Transportation outside of boundaries identified in #2 below or when DPS or other school district will not provide transportation services – negotiable on a case by case basis at additional hourly rate.)	\$56.00	Hour

Contract Amount \$957,000.00
Amendment: \$150,000
Total: \$1,107,000

The City will provide to the Contractor a Service/Payment Preauthorization form for any service authorized for a child or family specifying the service rate and length of service authorization. **Contractor agrees to send invoices for services to: Denver Department of Human Services, Attention: Child Welfare Division Core Services Payroll no later than the 5th day of every month following the end of the month in which services were rendered.** The City agrees to pay invoices monthly if received by the 5th of the month, and has the discretion to refuse payment if the invoice is received beyond 90 days of service.

3. Goals of services and performance indicators:

- Goal #1: Prevent out of home placement of the child/youth
- Goal #2: Improve well-being and functioning of child
- Goal #3: Maintain child in a less restrictive out-of-home placement.

"Parental Competency" Parents will show ability to maintain sound relationships with their children and provide care, nutrition, hygiene, discipline, protection, instructions, and supervision.

"Family Conflict Management" The family shall demonstrate capacity to resolve conflicts and disagreements contributing to child maltreatment, running away, status offenses and delinquent behavior.

"Household Management Competency" Parents will be able to provide safe environment for their children through competent household cleaning and maintenance, budgeting and purchasing, and structuring mealtime and family activities.

"Resources Access Competency" Parents will demonstrate ability to obtain help from the community and within the local, state, and federal governments.

4. Provider Requirements:

Practice Issues

- 1) Provider agency staff may provide transportation of clients for reasons pertaining to the treatment plan or services. Any employee transporting client will have a current Driver's License and adequate insurance as required in body of contract.
- 2) Provider will agree to respond to DHS about referrals **within 24 business hours** of the phone call. Provider agency staff will meet with the family referred within **48 hours of acceptance of referral** unless otherwise agreed upon with caseworker if emergency need exists.
- 3) If children are in the home that provider is serving, the provider will advise the caseworker the same day if the family is unavailable for scheduled appointments or fails to respond to attempts to contact them within 24 hours. All failed contacts will be documented in monthly progress reports.
- 4) Therapy services may only be provided by a Master's Level clinician or unlicensed therapist registered with DORA; other services may be provided by BA level staff or paraprofessional level staff.
- 5) When home based services are authorized on a monthly rate or hours per week basis, it is required that the provider see all children identified on the treatment plan with whom they are working on a weekly basis.
- 6) Home based providers who are providing therapy in home are required to apply to become Medicaid providers to provide continuity of care to clients upon the end of the Core Services authorization.
- 7) **30-Day assessment services** may be authorized to obtain additional information regarding family functioning and service or treatment needs for intake cases or reunification cases in order to assist the caseworker in formulating treatment plan goals. As part of the assessment, it is expected that services will also be provided to address immediate needs of the family, such as: therapeutic services, concrete services, collateral services and crisis intervention. The assessment services should also serve to stabilize the family and make recommendations for follow up or additional services. In some cases it is anticipated that services provided or arranged during the assessment will ameliorate the need for further ongoing home based services. **A written report outlining the family issues and treatment recommendations is required at the end of the 30-day period.**
- 8) Home Based providers working closely with families involved in the child welfare system are expected to be capable of discussing and providing clear recommendations around the needs of the families and children they serve. This includes recommendations around frequency and level of supervision of visits, placement and reunification planning and safety issues. It is expected that anyone providing these services will be able to testify in Court if necessary.

Billing

Exhibit A-1

04/22/2011 ACS

- 1) The start date of any service for billing purposes is the date that the Home Based Provider first meets with the referred family and obtains signatures on their treatment plan, service contract or agreement or other required paperwork.
- 2) Bilingual or interpreter services are included in the rates determined for specific services unless otherwise arranged
- 3) If it is determined that the family requires a lower level of services, then the clinician will collaborate with the caseworker to step down the level of treatment. Billing for a lower level of service can occur without a new authorization. **If an increase in service and rate is indicated, the service provider will request caseworker to obtain authorization for the increased rate. A new written authorization is required to bill at a higher rate.**
- 4) If children are removed from the home in which the Home Based Services provider is working, payment will be prorated to pay for only the days where Home-Based treatment was provided.
- 5) Provide must use language in #2 above, Compensation Section, for billing purposes, i.e. Home Based Services- Treatment Package High, 8 hours for \$1765 per month.
- 6) Monthly invoices shall be sent to: **Denver Department of Human Services, Attention: Child Welfare Division Core Services Payroll; 1200 Federal Blvd., Denver, Co 80204, no later than the 5th day of every month following the end of the month in which services were rendered.**

General

- 1) Provider must obtain background checks from the Background Information Unit at the Colorado Department of Human Services (303-866-7187) at time of hiring and yearly thereafter.
- 2) If changes are being made to the program for which DDHS contracts and in accordance with the description in the completed provider information sheet or program description attached to this Agreement, the county must be notified and sent copies of the new program description 30 days prior to the change.
- 3) If Provider has a Medicaid contract, they will refer or facilitate a referral to Medicaid for payment if family is Medicaid eligible and services appear to address treatment issues that meet Medicaid eligibility.

Reporting and documentation

- 1) Providers are responsible for completing a year end report which covers all clients served in the current contract year, June 1, 2010 – May 31, 2011 and submitting it by June 15, 2011 to the Core Services Program Administrator. Report should be on a spreadsheet format and include: Name of child on authorization form, case name on authorization form, Trails Case ID number, start date of service, end date of service and reason for discharge and whether or not child/family successfully discharged from services and the residence of child at entry to program and when discharged from the program (foster care, home, kin, TRCCF, etc.).
- 2) Providers are responsible for maintaining client or case files in their agency office that back up and document information provided in monthly progress reports and aggregate report forms as well as contract requirements.
- 3) Monthly progress reports are required to be submitted to the caseworker by the 10th day of the month following the month that services were provided. Reports should be clear, specific and detailed. Reports should clearly spell out what work is being done with the family and how the family is progressing. Report must be typewritten and include:
 - initial start date of service,
 - dates of face to face contact with specific family members,
 - other dates of phone contact,
 - progress on treatment goals or on 30 day assessment issues; barriers to progress
 - specific information about the interventions or services being provided by the contracted service agency
 - safety issues or other concerns
 - significant events or incidents,

Exhibit A-1

04/22/2011 ACS

- increases or decreases in functioning
 - anticipated date of service completion
 - recommendations for case planning as requested by caseworker
 - after care plan for child (ren) and family
 - other additional information that you think is important
- 4) On 30-Day Assessment Cases the report should be completed and submitted to the caseworker at least 3 days prior to the date of the Service Authorization expiration date. The report should include the above information and anything additional that you think is important.

Day Treatment Provider Requirements

A. Practice/Service Provision

- 1) Provider agency staff will provide transportation of clients for reasons pertaining to the treatment plan or services. Any employee transporting client will have a current Driver's License and adequate insurance as required in body of contract.
- 2) Transportation boundaries for pick up and return of attendees are: Denver, with the exception of Green Valley Ranch and Montbello, those residents must go to pick up point at Quebec and Colfax.
- 3) The contractor will agree to respond to referrals within 24 hours of the phone call on week days. Contractor staff will meet with the family referred within 48 hours of referral unless otherwise agreed upon with caseworker based upon urgency of referral.
- 4) Provider contract staff will advise the caseworker the same day if the child is not in attendance or the family misses a family therapy appointment.
- 5) The Contractor shall ensure that the facility is providing recreation for the children while in Day Treatment.
- 6) The Contractor shall ensure that the facility is providing education in a small classroom setting.
- 7) The Contractor shall ensure that the facility is providing daily behavioral management.
- 8) The Contractor shall ensure that the facility and its staff are meeting licensing requirements of the Colorado Department of Human Services for Day Treatment.
- 9) Individual and Family Therapy services are to be provided by Master's Level clinician. Other services may be provided by BA level or paraprofessional staff.
- 12) Day Treatment services must comply with all Colorado Department of Education requirements and any relevant Colorado Department of Human Services regulations.
- 13) All day treatment includes weekly family and individual therapy.

B. General (or could be included in body of contract)

- 1) Provider must obtain background checks from the Background Information Unit at the Colorado Department of Human Services (303-866-7187) at time of hiring and yearly thereafter.
- 2) If changes are being made to program description attached to this Agreement, the county must be notified and sent copies of the new program description 30 days prior to the change.
- 3) If Provider has a Medicaid contract and child has Medicaid, provider should refer or facilitate a referral to Medicaid for payment if attendee's mental health issues are significant and services appear to address treatment issues that meet Medicaid eligibility. (All children in foster care or on TANF are covered by Medicaid.)

C. Billing

- 1) The start date of day treatment services would be the first full day of the participants attendance in the program.
- 2) Family therapy as part of day treatment must be available to Spanish speaking monolingual families. Interpreter services are included in the rates determined for specific services unless otherwise arranged and authorized in writing

Exhibit A-1

- 3) Approval for payment for day treatment services for any given child will end on the 5th consecutive day of absence.
- 4) If the child/youth is removed from the home in which they were residing at the time the Day Treatment was approved, the authorization will end within 1 week of removal unless a new authorization is obtained.
- 5) Use language in Compensation section for billing purposes, i.e. Day Treatment - Treatment Pkg High; Multi Systemic Therapy – Other services

D. Reporting and documentation

- 1) Providers are responsible for completing a year end report which covers all clients served in the current contract year, June 1, 2009 – May 31, 2010 and submitting it by June 15, 2010. Report should be on a spreadsheet format and include: Name of child on authorization form, case name on authorization form, Trails Case ID number, start date of service, end date of service and reason for discharge and whether or not child/family successfully discharged from services and the residence of child at entry to program and when discharged from the program (foster care, home, kin, TRCCF, etc.).
- 2) Providers are responsible for maintaining client or case files in their agency office that back up and document information provided in monthly progress reports and aggregate report forms as well as contract requirements.
- 3) Monthly progress reports are required to be submitted to the caseworker by the 10th day of the month following the month that services were provided. Report must be typewritten and include:
 - Trails Case ID #, child name,
 - initial start date of service,
 - number of days child attended, absences and tardies
 - mental health diagnosis, if any, and medications being prescribed/monitored
 - school issues,
 - school performance and credits obtained, if any
 - number and dates of individual and family therapy sessions which include names of face to face contacts with therapy participants and other dates of phone contact
 - specific information regarding interventions being used and what is being worked on with client and family
 - progress on treatment goals or barriers to progress
 - safety issues or other concerns
 - significant events or incidents,
 - increases or decreases in functioning
 - anticipated date of service completion
 - aftercare plans for child/family
 - additional information that you think is important