

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made 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, “County” and **SIGNAL BEHAVIORAL HEALTH NETWORK**, with an address of 455 Sherman Street, Suite 455, Denver, Colorado 80203 (“Provider” or “Contractor”), with “Trails” Provider Number 27818.

The Parties entered into an Agreement dated November 27, 2012 (the “Agreement”).

The Parties now wish to amend the Agreement to increase the compensation to the Contractor.

In consideration of the premises and the mutual covenants and obligations, the Parties agree as follows:

1. Article 6A. of the Agreement entitled “**Compensation and Payment**” is amended to read as follows:

“6. **COMPENSATION AND PAYMENT:**

A. The City agrees to purchase and the Provider agrees to furnish the Core Service(s) as shown on Exhibit A. The Contractor shall accept as the sole compensation for services rendered and costs incurred a maximum cost under this Agreement not to exceed **Seven Hundred Twenty Five Thousand Dollars and Zero Cents (\$725,000.00)** (the “Maximum Contract Amount”).”

B. All references to Exhibit A in the Agreement shall be amended to read Exhibit A and A-1, as applicable. The scope of work marked as Exhibit A-1 attached to this Amendatory Agreement is incorporated herein by reference.

C. This Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

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

[SIGNATURE PAGES FOLLOW]

**Exhibit A-1**

**Contract Control Number:**

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 \_\_\_\_\_

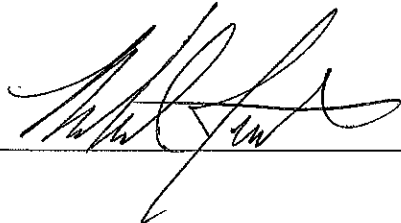
By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** SOCSV-201207147-01

**Contractor Name:** SIGNAL BEHAVIORAL HEALTH NETWORK

By: 

Name: MICHAEL JENET  
(please print)

Title: CEO  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**SIGNAL BEHAVIORAL HEALTH NETWORK  
DENVER COUNTY DEPARTMENT OF HUMAN SERVICES  
SUBSTANCE ABUSE TREATMENT SERVICE  
SCOPE OF WORK AND BUDGET  
EXHIBIT A-1**

**CHILD WELFARE CLIENTS**

The Denver County Department of Human Services (DDHS) requires the services of a substance abuse treatment Coordinator to assist the County in delivering substance abuse treatment services to child welfare clients, and **Signal Behavioral Health Network (Signal – Provider #278181)** is willing and able to provide such services.

Signal is a Colorado non-profit corporation organized for the purpose of managing and coordinating high quality, cost efficient, integrated chemical dependency and related behavioral health care services in the State of Colorado.

**I. SERVICES:**

**A. Responsibilities of Signal:**

1. Signal agrees and desires to participate as the service provider coordinator for DDHS qualified child welfare clients under the definition set forth in Colorado State Department of Human Services Regulations Volume VII (7.301.)
2. Signal will maintain a high quality of clinical care to clients. The full continuum of care (Outpatient, Intensive Outpatient, Transitional Residential, Intensive Residential, Therapeutic Community, Detoxification or comparable alternatives as mutually agreed upon) will be available to clients. The client's clinical needs will determine the level of care Signal is to provide and Signal will meet those needs regardless of "modality", with the exception of Abstinence Monitoring Only. Abstinence Monitoring only services are not covered services under either Core Services or AFS funding.
  - a. Signal and DDHS encourage Agencies and clients/consumers/referral agencies to resolve any complaint or grievance or appeal at the level closest to the situation.
  - b. Should DDHS and/or Signal fail to agree upon the level of care offered by Signal, resolution will be negotiated by the Chief Executive Officer of Signal and the Administrator for Substance Abuse Treatment at DDHS. Both, Signal and DDHS will have an opportunity to provide consultation and documentation regarding the case. Signal's Director of Compliance and Quality Improvement may also be consulted. Disputes are to be resolved within 72 working day hours, unless good cause justifies an extension. DDHS reserves the right to not authorize any payment for treatment that DDHS deems inappropriate. Except to the extent services were already provided without written notification of payment denial from DDHS.
  - c. Signal network providers and onsite staff are not authorized to refer adult clients directly to residential services. Any recommendation for

adult transitional and/or residential must be approved and authorized by designated DDHS staff. Signal will train DDHS's Program Administrator on data exporting; sorting and analysis of Signal data base information and reports, and DDHS and Signal will review this process at the end of the 3<sup>rd</sup> quarter, and review Signal's ability to add new reporting functions to the Signal website during the next fiscal year.

- d. Signal network providers and onsite staff are not authorized to refer adolescent clients directly to residential or day treatment. Any recommendation for adolescent residential or day treatment must be approved and authorized by designated DDHS staff.
3. Signal will provide two (2) full-time ADAD-Approved CAC III substance abuse counselors to DDHS for the purpose of assessment and referral to treatment agencies. These positions will be funded by DDHS Core Services to provide the following services on site at DDHS. Signal will sub-contract with either the University of Colorado Health Sciences Center, Addiction, Research and Treatment Services (ARTS) or Denver Health & Hospital Authority or another agreed upon subcontractor for these positions. The primary responsibility of these on-site counselors shall be to: conduct evaluations on clients; authorize payment for treatment; consult with caseworkers; be available for substance abuse related emergencies during normal working hours; and provide clinical and crisis intervention services regarding substance abuse services. They will also act as a liaison between the provider network and clinicians and DDHS caseworkers for specific case situations, and attend case staffings as requested.
4. Provide training for caseworkers and clinicians as requested; and maintain information and expertise regarding provider services. Signal will assist the subcontract agency providing the onsite services & DDHS in facilitating the hiring and training of new onsite staff.
5. Signal will assure that all eligible child welfare clients referred by DDHS in need of treatment outside of the above services provided by Signal on site as listed in # 3 above will receive such in accordance with ASAM PPC-IIR level of care and as approved by DDHS.
6. Signal will serve child welfare clients (parents and children) who comply with the following criteria as DDHS refers:
  - Case is active on Colorado TRAILS System, and
  - Case meets the CORE Services Denver Department of Human Services program (CSDDHS) category criteria 4, 5, or 6, and
  - Case meets the criteria of "child at imminent risk for out-of-home placement/reunification" set forth by the State of Colorado.
7. On site evaluator will complete Signal Evaluations and Referrals.
8. Signal will assure that the monthly reports and billings are available on Signal's website for DDHS each month. Signal providers have until the 8<sup>th</sup> calendar day of the month to submit monthly progress reports and the 10<sup>th</sup> calendar day of the

month to submit services. Providers are unable to submit or enter services unless a corresponding monthly progress report is received via the Signal system.

9. Signal's on-site substance abuse professionals will participate in utilization review and case management as caseload allows, in cooperation with the County including case review, re-authorization for clients requesting multiple treatment admissions.
10. Signal will provide summary data/official bill on per client costs and make available all Additional Family Services (AFS) services by the 3<sup>rd</sup> Wednesday of each month. Core utilization monthly and such information will be available to DDHS by the 3<sup>rd</sup> Wednesday of each month and will be made available on-line before the TRAILS payroll date.

**B. Responsibilities of DDHS:**

1. DDHS will provide access to adequate office, meeting space and supplies for the on-site substance abuse counselors at no charge to Signal or the provider.
2. DDHS will work cooperatively with Signal and the on-site substance abuse counselors to deliver quality, efficient and cost-effective medical/substance abuse treatment services to DDHS qualified clients.
3. DDHS will make every effort to inform Signal, the employing agency of the on-sites and the on-site substance abuse counselors of system issues, developments, and complications so that Signal and the clinicians can make informed choices in its role as the managed service organization.
4. DDHS will assure that all referrals under this contract meet the eligibility criteria expressed in Section I(A)(6) above.
5. DDHS will provide Signal and its applicable providers with updated FSP 5A's within 10 business days of completion upon request.
6. DDHS agrees to resist any attempt by the county or juvenile Court to name Signal and its providers as Special Respondent in any proceeding.
7. DDHS agrees to provide remittance reports. The remittance report will reflect any adjustments made to the Signal billed amounts in sufficient detail to allow the Signal bill plus or minus adjustments to equal the remittance made by EFT to Signal by DDHS. Receipt of such remittance advice/reconciliation shall be received by Signal no later than five-business days after completion of each month's TRAILS payroll unless advance notice of a delay is given by DDHS to Signal.
8. DDHS agrees to provide advance written notice to provider and Signal in the event a client becomes ineligible for Core Services or AFS funding or the TRAILS case becomes closed. It is recommended that DDHS shall provide such notice by entering an end date on such client's referral in the Signal system. DDHS shall be responsible for payment for all services rendered under a proper

authorization until such time as the end date is entered into the Signal system. However, if there is a written record demonstrating that the provider knew the DDHS case was closed (e.g., a monthly progress note stating such) and failed to switch the client over to a new payer source, then DDHS and the Chief Executive Office of Signal will negotiate a resolution of the dispute.

9. Signal enters services and makes available billing by the third Wednesday of each month; DDHS shall attempt to enter such services into that month's TRAILS payroll. DDHS will review are payroll system to assess our ability to pay services in a more timely fashion.

## **II. PERIOD OF PERFORMANCE**

Due to different State funding cycles, the period of performance under this Agreement will overlap. For the County Core Services, the period of performance shall be for the 12 month period beginning, **June 1, 2012** through **May 31, 2013**, unless sooner terminated or renegotiated. The Signal Additional Family Service period of performance under this Agreement shall be for the 12 month period beginning July 1, 2012 through June 30, 2013, unless sooner terminated. As a condition of continuing to render services under this Agreement, it is understood that Signal will report any limitation or restriction of their license or insurance or the ability to perform the services covered by this Agreement under any condition of impairment.

## **III. COMPENSATION**

See Exhibit A-1  
Page 6 - Budget and Service Rates

## **IV. COURT TESTIMONY**

Billings from agencies or individuals in response to Denver City Attorney subpoenas and/or testimony in Denver Juvenile Court cases fall outside the scope of this contract and must be negotiated with the Denver City Attorney's Office. Such billings may be routed to:

Denver City Attorney Office  
Denver Department of Human Services  
1200 Federal Blvd  
Denver, CO 80204  
Attention: Child Welfare Legal

Denver will not be billed nor pay for billings for Court Testimony from the regular fee for service billings paid through the Trails system.

## **V. ON-SITE SUBSTANCE ABUSE COUNSELORS - PERSONNEL ISSUES**

- A. The On-Site counselors will be clinically supervised by their agency of employment (e.g., ARTS). DDHS will incur the associated costs for supervision of the personnel funded through this agreement in accordance with the attached budget. As part of the supervision requirements, the

counselors will need to attend staff meetings and supervision meetings off site of the County Department and on site at their agency of employment. These meetings will be scheduled at mutually agreed upon times and shall not exceed 10 hours per month. Onsite staff will be expected to provide both employing agency and DDHS of their work hours, to consist of 40 hours of work per week and of days when they will not be reporting to work. Work hours must be approved by both agencies. Vacations of onsite staff must be coordinated to maintain staff coverage when at all possible.

- B. The On-site counselor will be allowed sick and vacation leave as permitted by the agency of their employment. In addition, due to the safety of the clinician, the agency of employment may consider closing the on-site county office for weather related reasons and with reasonable notice to the Counties. The agency of employment is expected to contact the DDHS Closure Line at 720-944-3006 prior to making their decision to allow for weather related absences and if possible, to follow agency hours of operation. These absences from the County on-site office shall be minimized and planned in advance (to the best of one's ability) to accommodate the caseload. In instances of unusual leave issues or leave requirements, the employing agency and Signal are responsible for assisting with coverage for job duties.
- C. The On-site Counselor shall not be left in the building alone for personal security reasons.
- D. Signal and employing agency (e.g., ARTS) will confer with the Administrator for Substance Abuse Treatment to arrange for efficient and timely replacement of or coverage for onsite staff in case of resignation of current staff if requested by DDHS.



**SIGNAL BEHAVIORAL HEALTH NETWORK and  
DENVER COUNTY DEPARTMENT OF HUMAN SERVICES  
SUBSTANCE ABUSE TREATMENT SERVICE COMPENSATION AND  
BUDGET AND SERVICE RATES**

**AFS and Core Reimbursement**

<b>Funding Sources</b>			
	<b>AFS</b>	<b>Core</b>	<b>Total</b>
On-Site Salaries and Benefits	-	95,996.00	95,996.00
Supplies, Supervision and Travel	-	185.00	185.00
Indirect Costs		9,619.00	9,619.00
<b>Subtotal-Onsite Costs</b>	<b>-</b>	<b>105,800.00</b>	<b>105,800.00</b>
Admin Fee	-	5,290.00	5,290.00
<b>Total Onsite Costs</b>	<b>-</b>	<b>111,090.00</b>	<b>111,090.00</b>
Fee-for-service funding	428,331.25	593,214.50	1,021,824.75
Signal Fee	22,543.75	20,695.50	43,239.25
<b>Total fee-for-service</b>	<b>450,875.00</b>	<b>613,910.00</b>	<b>1,065,064.00</b>
<b>Total Contract Costs</b>	<b>450,875.00</b>	<b>725,000.00</b>	<b>1,065,064.00</b>

Up to \$111,090.00 shall be dedicated to funding 2.0 full-time substance abuse specialists, inclusive of costs related to mileage and supervision of these positions, and Signal Administrative costs as reflected in the cost reimbursement budget attached. The remaining funds (\$413,910.00) or up to the total maximum amount of the contract less salary costs paid, shall be billed to DHS under the attached fee-for-service schedule with a 5% management fee assessed on the monthly invoices.

Signal agrees to contribute \$450,875.00 (Additional Family Services DBH Funding) towards substance abuse treatment services in accordance with the terms of the Budget Sheet during the twelve month period, July 1, 2012 through June 30, 2013. This AFS funding will be billed on a fee-for-service basis. This funding shall be billed to Signal under the attached Fee for Service schedule with a 5% management fee assessed on the monthly invoices.

**Fee-For-Service Reimbursement (for services not provided by the on-site counselor)**

County Core Services and Signal AFS funding will be responsible for purchasing services in accordance with the schedule below (to a maximum funding specified in the contract language).

Denver County FY12/13 Fee Schedule			
Service Code	Service Description	Units Measured	Payer Rate
80100:HF	UA - Ethyl Glucuronide (EtG)	each	29.93
80102	UA Confirmation	each	32.75
81099	UA - Soma	each	42.00
82075	Breathalyzer	each	5.25
84999	Hair Testing	each	68.08
86586	SCRAM Skin Monitor	day(s)	0.00
90801	Psychiatric Diagnostic Interview Exam	15 min. session(s)	0.00
94664	Vapor inhalations evaluation	each	47.25
99075	Medical testimony	15 min. session(s)	16.30
99199	Court Case Consultation	15 min. session(s)	0.00
99203	Antabuse Physical - New Client	each	65.49
99214	Antabuse Physical - Existing Client	each	65.49
CP001	STEP Program Medicaid client	each	15.75
H0001	Evaluation	each	162.72
H0003:HF	UA w/ TX	each	12.46
H0004	Individual Counseling	15 min. session(s)	18.83
H0005	Group Counseling	15 min. session(s)	10.85
H0006	Case Management	15 min. session(s)	0.00
H0011	Detox	day(s)	109.15
H0018:HA	Intensive Short-Term Residential: Adolescent	day(s)	202.74
H0018:HB	Intensive Short-Term Residential: Adult	day(s)	161.70
H0019	Transitional Long-Term Residential	day(s)	120.75
H0019:HA	Transitional Long-Term Residential: Adolescent	day(s)	0.00
H0019:HD	Transitional Long-Term Residential: Pregnant/Parent (NDF)	day(s)	161.70
H0020	Opiod Replacement (Methadone)	month(s)	300.00
H0033	Antabuse Monitoring	each	3.00
90845	Individual Session without Patient Present	per 15 min. session(s)	18.83
90846	Family Session without Patient Present	per 15 min. session(s)	20.19

90849	Multi Family Group	per 15 min. session(s)	10.85
90853	Family Group Conference	per 15 min. session(s)	14.00
H0001:IA	Integrated Assessment Evaluation	per 15 min. session(s)	14.00
H2033	Multi-systemic Therapy (MST) – Aftercare	per 15 min. session(s)	1.81
H2033:HF	Multi-systemic Therapy (MST) - Regular	per 15 min. session(s)	2.55
H0048	Drug Patch Confirmation	each	27.29
H0048:HF	Drug Patch Monitoring	each	43.66
H2012:HA	Day Treatment: Adolescent	hour(s)	10.74
H2012:HB	Day Treatment: Adult	hour(s)	7.25
H2020:HA	Therapeutic Behavioral Services: Adolescent	day(s)	117.34
H2020:HB	Therapeutic Behavioral Services: Adult w/o Infant	day(s)	58.34
H2020:HD	Therapeutic Behavioral Services: Pregnant/Parent	day(s)	161.70
H2033	MST for juveniles	15 min. session(s)	1.81
T1006	Family Counseling	15 min. session(s)	20.19
T2010	Intake	each	15.28

The County and Signal acknowledge that all UA services MUST be physically monitored/observed by an individual in order for payment to be considered.

Signal, in accordance with Federal HIPAA regulations, adopted a standard transaction code set for all treatment services on October 16, 2003, which are subject to change throughout each contract year. Even though this compliance changed the service labels and groupings (shown above), the net amount of the fees associated with those services has not changed.

The following services are available exclusively through AFS funds and must be purchased in conjunction with the residential treatment services described in the fee-for-service schedule above:

<b>Denver County FY12/13 AFS Fee Schedule</b>			
<b>Service Code</b>	<b>Service Description</b>	<b>Units Measured</b>	<b>Payer Rate</b>
T2048:HA	Room and Board: Adolescent: ARTS	Daily	40.03
	Room and Board: Adolescent: Arapahoe House	Daily	38.12
	Room and Board: Adolescent: Crossroads	Daily	0.00
	Room and Board: Adolescent: North Range	Daily	34.65

	Room and Board: Adolescent: Sobriety House	Daily	0.00
T2048:HB	Room and Board: Adult: ARTS	Daily	17.72
	Room and Board: Adult: Arapahoe House	Daily	47.49
	Room and Board: Adult: Crossroads	Daily	52.50
	Room and Board: Adult: North Range	Daily	36.75
	Room and Board: Adult: Sobriety House	Daily	23.10
T2048:HD	Room and Board: Pregnant/Parent: ARTS	Daily	17.72
	Room and Board: Pregnant/Parent: Arapahoe House	Daily	52.68
	Room and Board: Pregnant/Parent: Crossroads	Daily	78.75
	Room and Board: Pregnant/Parent: North Range	Daily	0.00
	Room and Board: Pregnant/Parent: Sobriety House	Daily	0.00