

## 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 **SAVIO HOUSE**, with an address of 325 King Street, Denver, Colorado 80219 (“Provider” or “Contractor”), with “Trails” Provider Number 48170.

The Parties entered into an Agreement dated November 20, 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 6(A) 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 cast under this Agreement not to exceed **One Million Thirty Thousand Dollars and Zero Cents (\$1,030,000.00)** (the “Maximum Contract Amount”).”

**2.** All references to Exhibit A in the Agreement shall be amended to read Exhibits 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.

**3.** 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.

**4.** 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-201207123-01

Contractor Name: SAVIO HOUSE

By: W. S. Hildenbrand

Name: W. S. HILDENBRAND  
(please print)

Title: EXECUTIVE DIRECTOR  
(please print)

ATTEST: [if required]

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

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

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





## CORE SERVICES PROGRAM SCOPE OF WORK

### I. Purpose of Agreement

The purpose of the agreement is to establish a contract and Scope of Work that will **begin on June 1, 2012 and end on May 31, 2013** between the Denver Department of Human Services (DDHS) and **Savio House**, Trails Provider # **48170** who will provide culturally competent services through the Core Services Program with funding from the City and County of Denver.

### II. Core Program

The Core Services Program was established within the Colorado Department of Human Services in 1994 and is statutorily mandated to provide strength-based resources and support to families when children are at imminent risk of out-of-home placement and/or are in need of services to maintain a least restrictive setting.

The goals of the Core Services Program are to:

- A. Focus on the family strengths by directing intensive services that support and strengthen the family and protect the child;
- B. Prevent out-of-home placement of the child;
- C. Return children in placement to their own home; or,
- D. Unite children with their permanent families.
- E. Provide services that protect the child.

"To return children in placement to their own home or to unite children with their permanent families" is defined as return to the home of a parent, an adoptive placement, guardianship, independent living placement, foster-adoption placement or to live with a relative/kin if the goal for the child in the Family Services Plan is to remain in the placement on a permanent basis.

### III. Services

- A. The City and County of Denver Department of Human Services desires to contract for services that will **begin on June 1, 2012 and end on May 31, 2013**.

Service Type	Program Description & Detail	Rate	Unit
<b>Home Based Services</b>	<b>Treatment Package Intensive:</b> 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.	<b>\$2,300.00</b>	<b>Monthly</b>
	<b>Treatment Package High:</b> 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.	<b>\$1,765.00</b>	<b>Monthly</b>

### EXHIBIT A-1



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<b>Service Type</b>	<b>Program Description &amp; Detail</b>	<b>Rate</b>	<b>Unit</b>
	<p><b>Treatment Package Moderate:</b> 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.</p> <p><b>Treatment Package Low:</b> 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.</p> <p><b>Treatment Package:</b> hourly rate –assessment-stabilization services will be authorized on an hourly rate</p> <p><b>Aftercare Treatment Package-</b> For youth discharging from a Savio TRCCF placement or day treatment (usually for 2 months)</p>	<p><b>\$1,400.00</b></p> <p><b>\$600.00</b></p> <p><b>\$65.00</b></p> <p><b>\$1,051.00</b></p>	<p><b>Monthly</b></p> <p><b>Monthly</b></p> <p><b>Hourly</b></p> <p><b>Month</b></p>
<b>Multi Systemic Therapy</b>	<p><b>Treatment Package Intensive-</b> the Sexual Problem Behavior MST</p> <p><b>Treatment Package High</b> - includes medication management</p> <p><b>Treatment Package Moderate</b> - no medication management</p> <p><b>Treatment Package</b> - is only authorized for an additional child in the home (with medication management).</p>	<p><b>\$2,537.00</b></p> <p><b>\$1,840.00</b></p> <p><b>\$1,640.00</b></p> <p><b>\$900.00</b></p>	<p><b>Month</b></p> <p><b>Month</b></p> <p><b>Month</b></p> <p><b>Month</b></p>
<b>Functional Family Therapy</b>	<p><b>Treatment Package Low-</b> provider must follow Functional Family Therapy guidelines</p>	<p><b>\$850.00</b></p>	<p><b>Month</b></p>

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<b>Service Type</b>	<b>Program Description &amp; Detail</b>	<b>Rate</b>	<b>Unit</b>
<b>Sexual Abuse Treatment</b>	<b>Treatment Package – Intensive</b> 7-15 hours per week	<b>\$1,833.00</b>	<b>Month</b>
	<b>Treatment Package Moderate</b> (6.5 hrs/week stand alone or in addition to day treatment)	<b>\$1,200.00</b>	<b>Month</b>
	<b>Treatment Package Low -</b> Hourly rate for In home Sexual Offender Tx	<b>\$65.00</b>	<b>Hour</b>
<b>Direct Link</b>	<b>Treatment Package Intensive</b> 10-15 Hours a week in home	<b>\$2300.00</b>	<b>Month</b>
	<b>Treatment Package High</b> 7-9 hours a week in home	<b>\$1,765.00</b>	<b>Month</b>
	<b>Treatment Package Moderate</b> 6.5 hours a week	<b>\$1,428.00</b>	<b>Month</b>
	<b>Treatment Package –</b> Hourly rate	<b>\$65.00</b>	<b>Hourly</b>
	<b>Urine Analysis (drug screen)</b>	<b>\$15.00</b>	<b>Test</b>
	<b>ETG Analysis (80 hour test for alcohol)</b>	<b>\$35.00</b>	<b>Test</b>
<b>Day Treatment</b>	<b>Treatment Package Moderate –</b> Regular day treatment includes: <input checked="" type="checkbox"/> Weekly family therapy <input checked="" type="checkbox"/> Transportation to and from program within Denver County or boundary area <input checked="" type="checkbox"/> In home family therapy <input checked="" type="checkbox"/> Spanish speaking family therapy <input checked="" type="checkbox"/> Substance abuse treatment <input checked="" type="checkbox"/> 24 hour crisis intervention (evenings and weekends)	<b>\$1,648.00</b>	<b>Month</b>
	<b>Treatment package –</b> Transportation outside the boundary areas	<b>\$300</b>	<b>Month</b>
	<b>Hourly Rate</b>	<b>\$65.00</b>	<b>Hour</b>
<b>Mental Health</b>	<b>TF-CBT – Treatment Pkg.</b>	<b>\$947.00</b>	<b>Month</b>
	<b>Total</b>		<b>\$1,030,000</b>

B. Core Services providers are expected to:

1. Respond to DDHS Child Welfare referrals in a timely manner by attempting to contact the potential client within two (2) business days of receipt of the service authorization. If the client cannot be reached within that period, the provider will

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- contact the referring party and request their guidance regarding how to make contact with the client.
2. Work collaboratively with the client once they have been admitted into treatment, to develop a treatment plan that includes clinical issues specific to the contracted services, but also addresses child protection and/or delinquency concerns.
  3. Maintain ongoing and timely communication with the Child Welfare caseworker. This is imperative and includes informing the caseworker whenever there is a sustained break in treatment, new reports of child abuse, positive UAs or BAs, changes in medication, etc.
  4. Reach out to extended family members of the client whenever possible in order to address any underlying family dynamics that are undermining treatment and to help build and maintain a healthy support system for the client.

### **C. Special Requirements and Conditions:**

1. Provider must hold the necessary license(s) which permits the performance of the Core Service(s) to be purchased, and/or to meet applicable State Department qualification requirements as stated in the Purchase of Service Contract Core Services Program; Section 3. Special Legal Requirements of State Department: E.(3).
2. Provide culturally competent services.
3. Provider agency staff may provide transportation of clients for reasons pertaining to the treatment plan or services. Any employee transporting client(s) will have a current Driver's License and adequate insurance as required in body of City and County of Denver contract.
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. Providers who are providing therapy are required to apply to become Medicaid providers to provide continuity of care to clients upon the end of the Core Services authorization.
6. 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.
7. Provider agency will perform background checks, such as CBI, and the equivalent of the Child Abuse Central Registry on employees.
8. Provider agency will ensure that their facility and employees have proper training, credentialing and follow the rules and regulations of all applicable State Department qualification requirements as stated in the Purchase of Service Contract Core Services Program; Section 3. Special Legal Requirements of State Department: E.(3).
9. The Department does not pay for no-shows or cancelled appointments when services are provided on hourly or per episode unless otherwise agreed upon by the Core Services Administrator.
10. Provider agency agrees to be available for request to appear in court regarding treatment matters and complete a written report to the court upon request if deemed necessary.

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11. Provider will collaborate with the caseworker to request Medicaid approval when necessary.
12. Provider will understand the rules, and regulations regarding the Medicaid funding for treatment.
13. Submit each month no later than the fifth (5th) day following the month in which Core Services were rendered, attached to the monthly billing statement for each child seen and reimbursement being requested a Monthly progress report that includes progress and barriers in achieving provisions of the treatment plan
14. Monthly progress reports will be submitted timely, follow the format as stated in Exhibit E, Provider Report Requirements, be professionally written, focus on family strengths and direct intensive services to support and strengthen the family, and protect the child.
15. Discharge from treatment will be a collaborative process between the provider and the Child Welfare caseworker, with the understanding that accessing ongoing community resources will be imperative for sustaining the functioning of the client.

### **IV. Background Checks**

Contractor shall provide background checks for all current and prospective employees of Contractor, and/or any subcontractor who has any direct contact with a child involved in any phase of an open child welfare case including, without limitation, those in the process of being placed and those who have been placed in out of home care. Each employee, prospective employee and/or subcontractor shall submit a complete set of fingerprints to the Colorado Bureau of Investigation (CBI) that were taken by a qualified law enforcement agency to obtain any criminal record held by the CBI.

#### **A. Contractor Employees and Subcontractors**

1. The person's employment is conditional upon a satisfactory criminal background check and subject to the same grounds for denial or dismissal as outlined in 26-6-104(7), C.R.S., including:
  - a. Checking records and reports; and
  - b. Individuals who have not resided in the state for two years shall be required to have Federal Bureau of Investigation (FBI) fingerprint-based criminal history.
2. Payment of the fee for the criminal record check is the responsibility of the Contractor or at Contractor's option individual being checked. In either case, DHS will not reimburse any of the costs associated with background checks.

#### **B. Volunteers and Students:**

1. If volunteers or students are used by Contractor, Contractor shall define specifically the services to be given by that individual.
2. Volunteers and students who are assigned to work directly with the children shall:
  - a. Be subject to reference checks similar to those performed for employment applicants.
  - b. Be in good general health. City & Provider have the right to contact the individual's physician.

#### **C. Volunteers and students shall be:**

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1. Directly supervised by Contractor’s paid and qualified staff member who shall be present at all times when the volunteer or student is working directly with or having direct contact with any child or children.
2. Oriented and trained in the culture of the agency, confidential nature of their work, and the specific job that they are to do, prior to assignment.

Provisions for employment and volunteer/student related background check inquiries will be followed as outlined in Section 7.701.32 “Use of Reports and Records of Child Abuse or Neglect for Background and Employment Inquiries.”

**V. Performance Management and Reporting**

**A. Performance Management**

Monitoring will be performed by the program area and Contracting Services. Contractor may be reviewed for:

1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
2. **Contract & Financial Monitoring:** Review and analysis of (a) current program information to determine the extent to which contractors are achieving established contractual goals; (b) financial systems & billings to ensure that contract funds are allocated & expended in accordance with the terms of the agreement. Contracting Services will provide regular performance monitoring and reporting to program area management. Contracting Services, in conjunction with the DHS program area, will manage any performance issues and will develop interventions that will resolve concerns.
3. **Compliance Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and DDHS policies are being met.

**B. Reporting**

The following reports shall be developed and delivered to the City as stated in this section.

<b>Report # and Name</b>	<b>Description</b>	<b>Frequency</b>
1. Monthly Required Report	Report should be clear, specific, and detailed. Reports should clearly spell out what work is being done with the client(s), family and how the client(s) is progressing. Report must be typewritten and clear of grammatical errors and follow the example in Exhibit E.	Submitted monthly no later than the fifth (5th) day following the month in which Core Services were rendered attached to CDHS Trails System form (Exhibit B) Provider Report (Exhibit E) for each child seen and for whom reimbursement is being

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<b>Report # and Name</b>	<b>Description</b>	<b>Frequency</b>
		requested
2. Mental Health Assessments, Psychological Evaluations, and Parent Child Interactional evaluation reports	The assessments and evaluations shall be typewritten, clear of grammatical errors and include at a minimum: the name of the examiner, referral questions/reason for testing, assessment methods, and examiners background information, summary of testing results, psychological impression, conclusions, recommendations, and any other information deemed necessary.	No later than 2 weeks after meeting with the client(s).
3. Discharge Report	The mental health provider must submit a written Discharge report with same information as the monthly progress report with after care plans if any,	Within two weeks of the clients discharging or terminating from services.
3. Quarterly Report	Report shall demonstrate achievement of Goals of this SOW	Quarterly
4. Contract Summary Report	Report shall demonstrate all functions performed, and how services provided met the overall goals of this agreement. Other data will include total budget per line item, amount spent, and an explanation as to unspent funds, etc.	Contract End, within 45 days after Term End.
5. Other reports as reasonably requested by the City.	To be determined (TBD)	TBD

**VII. General Requirements**

- Provider information changes such as change of address, phone, fax number, staffing changes must be reported to Denver Human Services Core program administrator within 24 business hours after the change occurred.
- Any sanctions, disciplinary issues, and hiring practices that affect the business practice of the service providers shall be reported to Denver Human Services Core Program Administrator within 24 business hours.
- 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.

Address correspondence to:

Denver Department of Human Services  
Core Services Program Administrator  
Child Welfare Division 3<sup>rd</sup> Floor  
1200 Federal Boulevard  
Denver, Colorado 80204

**EXHIBIT A-1**