

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 St. Denver, CO 80219 ("Provider" or "Contractor"), with "Trails" Provider Number # **48170**, referred to jointly as the "Parties."

RECITALS:

A. The Parties entered into an Agreement dated June 12, 2015, (the "Agreement"), to provide Residential Child Care Facility (RCCF) services.

B. The Parties wish to amend the Agreement, general provisions, and the scope of work as follows.

NOW THEREFORE, the parties agree as follows:

1. All references to "fidelity bond" in the Agreement and in Attachment A shall be deleted.

2. All references to "**Attachment 1**" in the Agreement shall be amended to read "**Attachment 1 and 1-A**, as applicable." The scope of work marked as **Attachment 1-A** is attached and incorporated by reference. Effective as of July 1, 2015, Exhibit 1-A will replace and supersede Attachment 1 in its entirety and will govern the services to be provided from and after July 1, 2015, until June 30, 2018.

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

4. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

END

ATTACHMENT 1-A – SCOPE OF WORK
[SIGNATURE PAGES FOLLOW]

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-201521827-01

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)



Scope of Work for Savio House RCCF

I. Purpose of Agreement

The purpose of the contract is to establish an agreement and scope of services between Denver Department of Human Services (DDHS) and Contractor to provide Out-of-Home Placement Services for children/youth in the custody of the Department.

II. Services

This agreement seeks to describe between DDHS and Contractor requirements, best practices, and other methods for providing a comprehensive framework of care as described here and in the Agreement.

A. In addition to any other services required by the agreement and attachments, services will be provided based on an Out-of-Home Placement Agreement (OOHPA) determined for each child/youth (or, if necessary, on such other assessment instrument as determined by the parties to this agreement).

1. The services purchased under this Agreement may include, but are not limited to:
 - a. Basic 24-hour care and child maintenance (food, shelter, clothing, educational supplies, personal incidentals and allowance).
 - b. Administrative overhead and case management.
 - c. Behavioral health services which may include but are not limited to individual, group and family therapy. In home services and day treatment may be authorized and paid through the child's/youth's Medicaid eligibility.
 - d. For Children's Habilitation Residential Program (CHRP) eligible children/youth, services determined to be needed will be contracted and paid for through CHRP. Medicaid services would be medical in nature.
 - e. Behavioral health services may also be authorized and purchased directly by the City through the Department's Core Service program with the exception of children/youth who qualify for the CHRP waiver program.
2. Preferred Provider services may also be purchased under this agreement and are described as follows:

Youth types who this program will accept:

- SMOL
- BMOL
- CMOL
- MMOL (Accepted on a case by case basis)
- MMOM (Accepted on a case by case basis)

Inclusion Criteria:

- Note a general criteria is youth 12 and up

May accept on a case by case basis:

- Youth with substantial runaway history.
- Heavy methamphetamine and cocaine users (due to high runaway risk)
- Fire setters

SMOLF

Level	Rate	Days	Details
A	\$325.15/day	1 – 70	CM = \$284.53 AM = \$18.67 Srvcs = \$21.95
B	\$187.97/day	71 – 100	CM = \$164.49 AM = \$10.79 Srvcs = \$12.69
C	\$111.77/day	101+	CM = \$97.80 AM = \$6.42 Srvcs = \$7.55

SMOL

Level	Rate	Days	Details
A	\$259.10/day	1 – 90	CM = \$226.73 AM = \$17.48 Srvcs = \$14.89
B	\$198.14/day	91 – 120	CM = \$173.39 AM = \$13.37 Srvcs = \$11.38
C	\$116.85/day	121+	CM = \$102.26 AM = \$7.89 Srvcs = \$6.70

BMOLF

Level	Rate	Days	Details
A	\$279.43/day	1 – 45	CM = \$244.52 AM = \$16.05 Srvcs = \$18.86
B	\$157.49/day	46-90	CM = \$137.82 AM = \$9.04 Srvcs = \$10.63
C	\$50.80/day	91+	CM = \$44.46 AM = \$2.91 Srvcs = \$3.43

BMOL

Level	Rate	Days	Details
A	\$190.00/day	1 – 50	CM = \$166.27 AM = \$10.91 Srvcs = \$12.82
B	\$182.90/day	51 – 120	CM = \$160.04 AM = \$10.51 Srvcs = \$12.35
C	\$106.69/day	121+	CM = \$93.35 AM = \$6.13 Srvcs = \$7.21

CMOLF

Level	Rate	Days	Details
A	\$289.60/day	1 – 60	CM = \$253.42 AM = \$16.64 Srvcs = \$19.54
B	\$177.81/day	61 – 90	CM = \$155.61 AM = \$10.21 Srvcs = \$11.99
C	\$45.73/day	91+	CM = \$40.02 AM = \$2.62 Srvcs = \$3.09

CMOL

Level	Rate	Days	Details
A	\$208.29/day	1 – 40	CM = \$182.28 AM = \$11.96 Srvcs = \$14.05
B	\$187.97/day	41 – 80	CM = \$164.49 AM = \$10.79 Srvcs = \$12.69
C	\$111.77/day	81+	CM = \$97.80 AM = \$6.42 Srvcs = \$7.55

MMOL (Accepted on a case by case basis)

Level	Rate	Days	Details
A	\$203.21/day	1 – 60	CM = \$177.83 AM = \$11.68 Srvcs = \$13.70
B	\$177.81/day	61 – 90	CM = \$155.61 AM = \$10.21 Srvcs = \$11.99
C	\$137.17/day	91+	CM = \$120.05 AM = \$7.88 Srvcs = \$9.24

MMOM (Accepted on a case by case basis)

Level	Rate	Days	Details
A	\$228.62/day	1 – 90	CM = \$200.05 AM = \$13.13 Srvcs = \$15.44
B	\$177.81/day	91 – 120	CM = \$155.61 AM = \$10.21 Srvcs = \$11.99
C	\$132.10/day	121+	CM = \$115.59 AM = \$7.60 Srvcs = \$8.91

CM = Child Maintenance
AM = Administrative Maintenance
Srvcs = Services

Continuum Youth for potential participation in staffings (these are the youth who predictably fail at high rates from RCCF at discharge):

- SMOM
- SMOH
- BMOM
- BMOH
- CMOM
- CMOH
- MMOH

* Episode of Care Defined: An episode is essentially the time from when the youth is placed into the facility for a course of treatment until the youth leaves the program without the expectation of returning to the program per the DDHS Utilization Management (UM) Staff. An episode is ended when a youth is placed into another long-term placement such as returning home or entering another Residential Child Care Facility (RCCF) or when a youth has been on runaway status for at least two months without a subsequent long-term placement (Note: the documentation for closing the placement would be the last day of actual payment).

Placement of Youth

Youth who fit the profile that is agreed to be accepted by the contractor (see details below) shall not be rejected by the contractor if the contractor has available openings. Any exceptions shall be approved by the DDHS UM Administrator and based upon safety issues pertaining to staff and current residents or other very unusual circumstances. A safety issue is not defined as a youth's run history or that youth's behavior while on the run.

Youth who have ended an episode of care with the contractor and who require additional RCCF stays during the subsequent year post discharge shall be accepted by the contractor given availability of bed space. The rate shall begin at the Level B rate for subsequent stays beginning within one year of discharge. In such instances the Level B rate will cover the time period for Levels A and B.

Youth Absences from the Program

Youth who have absences from the program due to runaway, detention or hospitalization shall not have payments made to the facility for holding bed space when the facility has any available bed space for the youth. If any final bed space is at risk of being filled, the UM Administrator shall verify this and may approve payment to hold the bed as allowable per state rules. Contractors shall always notify UM when the last bed is at risk of being filled and offer DDHS the opportunity to hold the bed. Contractors shall accept youth back into the program who are gone due to such absences, given available bed space as described in the Agreement. Exceptions to this shall be based upon agreement by the DDHS UM Administrator and the contractor and based upon safety issues.

End of Episode Discharge of Youth

The end of episode discharge occurs when one of the following applies; otherwise the youth will remain at the facility and under the terms of the contract:

Movement to a Lower Level of Care: DDHS UM and the contractor agree the youth is ready to move to a lower level of care and the youth does so. If Probation is involved, Probation shall be involved in the decision. If there is disagreement among Probation and DDHS, the Court may decide.

Movement to the Same or Higher Level of Care Due to Inaccurate Clinical Assessment Profile: DDHS UM and the contractor agree that the youth would be better served in another facility (including, but not limited to Department of Youth Corrections, (DYC) and other residential programs) due to the youth not having been accurately assessed (given a clinical profile) by UM prior to placement. (For example, a youth may have been seen as initially as primarily mentally ill but later determined to be sexually aggressive as the primary issue needing treatment). If Probation is involved, Probation shall be involved in the decision. If there is disagreement among Probation and DDHS, the Court may decide.

Lack of Progress: DDHS UM and the contractor agree that an ongoing lack of treatment progress should result in other alternatives being pursued for the youth, generally involving lower levels of care/services. (Note if the placement and treatment is inappropriate due to the youth being clinically profiled inaccurately, see above). Lack of progress must be for a period of at least 30 days and an assessment to move the youth shall only occur after the program has made reasonable efforts to alter the treatment plan in order to motivate/engage the youth.

The Youth Leaves to Runaway, Detention or Hospitalization: The youth leaves due to runaway, detention or hospitalization and ultimately is placed into another long-term placement setting due to lack of bed availability by the discharging contractor. DDHS shall always be offered the opportunity to hold that last available bed space prior to the contractor offering the bed space to another placing agency as described in the Agreement.

Payment Issues

Youth in Care Prior to this Contract's Effective Date: Youth in care at the time prior to the effective date of this contract are subject to payment and care through the terms in place at the time the youth were placed.

Opt Out: If the contractor "opts out" of the contract, any youth who continue to be in placement with the contractor after the date of the "opt out" are subject to the terms of the contract at the time the youth was placed.

Lack of Aftercare Bed Space for a Youth: A youth who is otherwise ready to leave placement based upon agreement between DHS and the contractor, but for whom there are no lower level step down placements available shall continue to be billed at the terms of the contract. Note to contractors: in part this is to encourage contractors to provide a continuum of care or to otherwise develop relationships with step-down settings and assist DDHS in coordinating such moves.

B. Service Expectations

1. Family Therapy: When family is available, the Contractor shall actively seek resources to engage the family and assist to identify a resource to provide a minimum of one to two family therapy sessions per week. Note that if other

non family adults are available to participate in therapy, such as foster parents, this same standard shall apply to those parties. This may be waived based upon not being clinically indicated with agreement between the Contractor and the UM staff.

2. The plan for Medicaid billings shall be approved by the DDHS UM team in advance of billing.
3. Other Family Involvement: The facility shall offer at least one family event per month so children/youth remain connected to their family, when available.
4. Passes with Family: Passes with family may occur after the family has engaged with the program therapeutically, such as participating in family therapy. Passes shall incorporate therapeutic goals to be worked on during the time the child/youth is on pass with the family. Passes must be approved by DDHS staff prior to occurring. If Probation is involved, Probation shall approve such a plan as well prior to the child/youth going on pass.
5. If the child/youth has issues related to the safety of others, such as being sexually aggressive or violent, a safety plan shall be put into place and approved by Social Caseworker/DDHS prior to the child/youth going on pass. If Probation is involved, Probation shall approve such a plan as well prior to the child/youth going on pass.
6. Urinalysis: The Contractor shall arrange and pay for post-pass urinalysis for children/youth with a history of substance use.
7. Treatment Plan:
 - a. At a minimum the treatment plan shall be developed within the time frame allowed by the state. For CHRP eligible children/youth, Denver Human Services is required to develop the service plan.
 - b. The initial treatment plan shall contain a primary discharge plan and secondary discharge plans (i.e. moving to home or to a foster home; moving to adult services for CHRP eligible youth), based upon the child's/youth's needs.
 - c. The treatment plan and services shall support the DDHS "permanency goal."
 - d. The treatment plan shall focus on resolution and/or management of the primary issue(s) resulting in the placement with the goal of bringing the child/youth to a minimally adequate functioning level to be successful in the community setting (note services generally will continue to occur in the community to enhance the child's/youth's functioning). Note: For CHRP eligible children/youth, the CHRP-approved RCCF contractor is considered a community setting.
 - e. Treatment plans shall be approved by DDHS staff, and Probation when involved.
8. General Programming in Relation to Behavior Management: The program shall manage children/youth in the placement utilizing the tools available in the program to modify behaviors. Unless crimes are committed, the police, probation officers, and DDHS shall not be contacted with the expectation that they manage the child's/youth's behaviors at that time.
9. Reporting:
 - a. Progress reports shall be provided to social caseworker/DDHS, and Probation if involved, within each calendar month for services provided in the preceding month. For CHRP eligible children/youth, Denver Human Services requires quarterly reports rather than monthly reports. Reports shall include, at a minimum, number and types of therapies

III. Process & Outcome Measures

Process Measures

1. Contractor will know the strengths and areas for improvement of all placement providers so children/youth will be placed with the best possible match.
2. Contractor will provide placement services, therapeutic services and participate in all case planning activities.
3. Contractor will help facilitate visitation and therapeutic services with children, youth and families during placement, including assisting with home visitation structure and facilitating transportation.
4. Contractor will communicate regularly with caseworker and Utilization Management staff and inform them of any obstacles to treatment or reunification as they arise.

Outcome Measures

1. Child/youth will exit placement 90% of the time by projected exit date.
2. Agency average discharge success rate will be 80% or higher.
3. Agency average discharge success rate one year post-discharge from placement will be 75% or higher.
4. Percentage of 30-day notices for clients that have not successfully completed the program will average 5% or less.

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/youth 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/youth shall:
 - a. Be subject to reference checks similar to those performed for employment applicants.
 - b. Be supervised by Contractor's paid and qualified staff and report any concerns or issues to that staff
 - c. Be oriented and trained in the confidential nature of their work and the specific job which they are to do prior to assignment.
3. 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 DDHS 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 laws and regulations, and the DDHS annual plan & policies are being met.

B. Reporting

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

Report # and Name	Description	Frequency
1. Progress Reports	Report shall demonstrate information as stated above in Section II. B. 9.a This will include numbers of children/youth served and types of services provided.	Within each calendar month for services provided in the preceding month.
2. Major incidents, including state defined "critical incidents" reports	Report shall demonstrate information as stated above in Section III. B. 9.b	Within one (1) business day of incident or receipt of notice of

		incident.
3. Discharge Plan	Report shall demonstrate information as stated above in Section II. B. 14.a. b. and c.	3 Weeks prior to a planned discharge or within one week after an unplanned discharge.
4. Quarterly Report	Report shall demonstrate achievement of the Process and Outcome Measures of this SOW	Quarterly
5. Contract Closeout and Summary Report	Report shall demonstrate all functions performed, and how services provided met the overall goals of this agreement.	Contract End, within 45 days after Term End.
6. All medical and dental reports (Denver Human Services Health Visit Form)	Completed DHS Health Visit Form or documentation from alternative provider of physicals, medical and dental procedures.	Within one (1) business day of medical/dental appointment or of receipt of documentation.
7. Other reports as reasonably requested by the City.	To be determined (TBD)	TBD

VI. Budget Requirements

Contractor shall provide the services for the City under this agreement using best practices. Only State funds will be used to pay for care and services.

Applicable RCCF rates effective 7/1/2015, shall be determined as follows:

Child Maintenance	Administrative Maintenance	Services	Total
\$166.27	\$10.91	\$12.82	\$190.00

Preferred Provider rates effective 7/1/2015 shall be determined as set forth in the Agreement and this Scope of Work's rate schedule in Section II.