

2010-0904-A

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **GUADALUPE PROJECT, INC.**, a non-profit corporation, with an address of 4545 Federal Blvd., Denver, Colorado 80211, (the "Provider" or the "Contractor"), collectively "the parties".

WITNESSETH:

WHEREAS, the City retained the Provider by an Agreement dated September 28, 2010, to provide Core Services to families and children receiving welfare services from the Denver Department of Human Services (the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount of compensation to be paid to the Provider; and

NOW, THEREFORE, the parties agree as follows:

1. Upon the execution of this Agreement by both parties, the scope of work and budget marked as Exhibit A-1 attached to this Amendatory Agreement and incorporated herein by reference, will supersede Exhibit A in its entirety. Exhibit A-1 will govern and control the services to be provided under the Agreement. All references to "...Exhibit A..." in the existing Agreement shall be amended to read: "...Exhibit A and A-1, as applicable...".

2. Subparagraph A. of Article 3 of the Agreement is hereby amended to read as follows:

"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 or A-1, as applicable, with a maximum const under this Agreement not to exceed **Five Hundred Fifteen Thousand Dollars and Zero Cents (\$515,000.00)** (the "Maximum Contract Amount")."

3. Article 39 of the Agreement is hereby amended to read as follows:

"39. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:
This Agreement consists of Paragraphs 1 through 41, which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Exhibit A, Service and Compensation Specifications
Exhibit A-1, Service and Compensation Specifications (Revised)

Exhibit B, Services/Payment Pre-authorization Form (SPPF)
Exhibit C, Family Services Plan (FSP)
Exhibit D, City-authorized form for billing
Exhibit E, Proof of Insurance

In the event of an irreconcilable conflict between a provision of Paragraphs 1 through 41, and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Paragraphs 1 through 41 hereof
Exhibit A, Service and Compensation Specifications
Exhibit A-1, Service and Compensation Specifications (Revised)

Exhibit B, Services/Payment Pre-authorization Form (SPPF)

Exhibit C, Family Services Plan (FSP)
Exhibit D, City-authorized form for billing
Exhibit E, Proof of Insurance”

4. A new paragraph numbered 41 is hereby added to the Agreement, entitled “**ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**”, which reads 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. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

6. This Amendatory Amendment may be executed in counterparts, each of which is an original and constitute the same instrument.

7. 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.

Exhibit List:

EXHIBIT A-1

Contract Control Number: CE01228

Vendor Name: GUADALUPE PROJECT INC

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:

DAVID W. BROADWELL, Attorney
for the City and County of Denver

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: CE01228

Vendor Name: GUADALUPE PROJECT INC

By: Pamela Hoggins

Name: Pamela Hoggins
(please print)

Title: Owner/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 Guadalupe Project (Trails Provider #1518868)**

- 1. Scope of Services:** Contractor agrees to and accepts responsibility to perform the following services:
 Home Based Services
- 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	<p>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.</p>	\$2300.00	Monthly
	<p>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.</p>	\$1765.00	Monthly
	<p>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.</p>	\$1400.00	Monthly
	<p>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.</p>	\$600.00	Monthly
	<p>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.</p>	\$65.00	Hourly
		Contract Amount: \$400,000	
		Amendment: \$115,000	
		Total: \$515,000	

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

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.

Exhibit A-1

04/22/2011 ACS

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,
- 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.