

CONTRACT AMENDMENT

Amendment #1	Original Contract CMS (CLIN) # 15715	Amendment CMS # 29825
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1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the "Contract") is entered into by and between West Slope Casa, LLC, 2130 E. Main, Montrose, CO 81401 (hereinafter called "Contractor"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the Department of Human Services, Division of Behavioral Health, Substance Use Disorder, 3824 W. Princeton Circle, Denver, CO 80236, (hereinafter called the "DBH").

2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3) FACTUAL RECITALS

The Parties entered into the Contract for/to for coordinated and comprehensive alcohol and drug treatment services.

4) CONSIDERATION-COLORADO SPECIAL PROVISIONS

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Contract and any modification thereto were effective) as part consideration for this Amendment. If applicable, such Special Provisions are attached hereto and incorporated by reference herein as **Exhibit: there has been no change.**

5) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6) MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

a. Contract Exhibit K is left intentionally blank

b. Contract Exhibit D is modified, "Funding Sources & Admission Requirements", as attached and incorporated herein

c. Contract Exhibit L is added, "Involuntary Commitment Enhanced Case Management Services", as attached and incorporated herein.

7) START DATE

This Amendment shall take effect on the later of its Effective Date or April 1, 2011.

8) ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9) AVAILABLE FUNDS

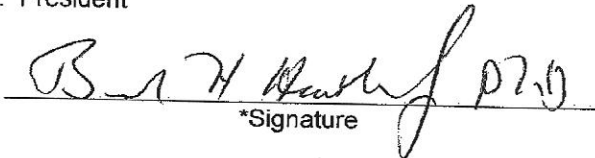
Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

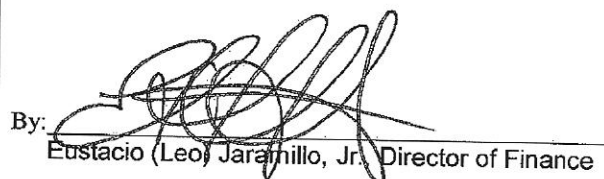
* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR
West Slope Casa, LLC

By: Bernard H. Heath, Jr. Ph.D.
Title: President


*Signature

STATE OF COLORADO
John W. Hickenlooper, Governor
Department of Human Services
Reggie Bicha, Executive Director

By: 
Eustacio (Leo) Jarafillo, Jr. Director of Finance

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
David J. McDermott, CPA

By: 

Richard Taylor/Valri Gimple, Controller, Department of Human Services

Date: 4/25/11

Contractor_ West Slope Casa SSFA 5&6
FUNDING SOURCES &
ADMISSION REQUIREMENTS

Section 1 (Fixed or 1/12th)		Cash/State	Blkgrant/Federal	TOTAL
Program Name	General Fund			
1. Priority Populations	\$199,345		\$1,382,027	\$1,581,372
2. Detox / Treatment	\$714,362	\$86,963		\$801,325
Section 2 (Actual or Line Item Budgets)				
3. SSC	\$11,119	\$103,122		\$114,241
4. MAT		\$31,500		\$31,500
5. ICECM		\$2,000		\$2,000
TOTAL	\$924,826	\$190,085	\$1,415,527	\$2,530,438

Required Number of Admissions	Priority Populations
37	will be Pregnant Women
157	will be Injecting Drug Users
365	will be Women with Dependent Children
as many as directed	Involuntary Commitments
1711	

- A. The Parties desire that the Contractor provide Involuntary Commitment Enhanced Case Management services. In that regard, and in accordance with the terms and conditions hereof the Contractor shall provide the following services:

Involuntary Commitment Enhanced Case Management

1. Identify and address problems that may interfere in the placement and ongoing treatment of Involuntary Commitment clients.
2. Facilitate access to mental health services, health care services including medications, acquisition of benefits, e.g., Medicaid, vocational and educational opportunities.
3. Provides transportation as needed for the above services (see #2).
4. Provides timely reports as required by the Division of Behavioral Health Involuntary Commitment Coordinator.
5. Attend and participate in coordination-of-care meetings as required by programs and agencies involved in the continuum of care for Involuntary Commitment clients.

- B. Distribution of Involuntary Commitment Enhanced Case Management funds by SSPA is as follows, with Percent Involuntary Commitment clients served in FY 2009-10 to support the allocation.

Region	%	Dollars
SSPA 1	12 %	\$6,000
SSPA 2	60 %	\$30,000
SSPA 3	15 %	\$7,500
SSPA 4	8 %	\$4,000
SSPA 5 & 6	4 %	\$2,000
SSPA 7	1 %	\$500
TOTALS	100%	\$50,000

- C. Payment for Involuntary Commitment Physician/Psychiatric Evaluations and Psychiatric Medications to Involuntary Commitment clients will be made as earned, in whole or in part, from the available funds encumbered in an amount not to exceed \$20,000.00 for the Involuntary Commitment Physician/Psychiatric Evaluations and Psychiatric Medications program. It is further understood and agreed that the maximum amount of funds available for payment to all programs state wide for fiscal year 2010-2011 for this purpose is \$20,000.00 except as this amount may be modified by the Division of Behavioral Health. At any time, the liability of the State for such payment shall be limited to the encumbered amount remaining of such funds.

Physician/Psychiatric Evaluations will be paid as follows:

Rate	Description
\$100.00	Initial evaluation (completion of the physician's certificate)
\$200.00	Psychiatric evaluation/physician evaluation (information to be used for placement decision)
\$ 50.00	Medications review
	Psychiatric medications as approved by the Involuntary Commitment Coordinator