

CONTRACT AMENDMENT

Amendment #1	Original Contract CMS (CLIN) # 16 IHIA 77591	Amendment CMS # 17 IHIA 88927
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1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between **The City and County of Denver** (hereinafter called “Contractor”), and the STATE OF COLORADO (hereinafter called the “State”) acting by and through the Colorado Department of Human Services, Office of Early Childhood, Division of Community and Family Support, (hereinafter called the “OEC”).

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 provide the following functions: Original licensure, renewals, complaints, and Stage IIs investigations for Family Child Care Homes, School-Age Programs, Child Care Centers located in Denver County. This amendment will extend the contract term to June 30, 2017 and increase funds by \$640,641 for services to be provided in FY17.

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 N/A**.

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.

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

a. Original Contract, Page 1

The “*Contract Price Not to Exceed*” of **\$566,362** is increased by **\$640,641** to a new “*Contract Price Not to Exceed*” of **\$1,207,003**.

The Contract Price Not to Exceed section on Page 1 of the Contract is modified accordingly.

The “*Maximum Amount Available Per Fiscal Year*” on page 1 of the Original Contract is hereby changed to read as follows: **FY 16: \$566,362; FY17: \$640,641**.

b. Exhibit A – Statement of Work is hereby replaced by Exhibit A – Amendment #1

c. Exhibit G – Amendment #1 - Request for Information Contract Cost Analysis for FY17 is hereby added to Exhibit G.

d. Exhibit M – Amendment #1 - Budget is hereby added and incorporated into Exhibit M.

8) START DATE

This Amendment shall take effect on the later of its Effective Date or July 1, 2016.

9) 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.

10) 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.

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 _____



City Signs First

Contract Control Number: ENVHL-201521228-01

Contractor Name: State of Colorado

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



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.**

<p>CONTRACTOR City and County of Denver</p> <p>See Page 2 for Signatures</p> <hr/> <p>*Signature</p> <p>Date: _____</p>	<p>STATE OF COLORADO John W. Hickenlooper, Governor Colorado Department of Human Services Reggie Bicha, Executive Director</p> <hr/> <p>By: Mary Anne Snyder, Director, Office of Early Childhood</p> <p>Date: _____</p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment 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
Robert Jaros, CPA, MBA, JD

By: _____
Clint Woodruff/Valri Gimple
Date: _____

STATEMENT OF WORK (SOW)

**DENVER DEPARTMENT OF ENVIRONMENTAL HEALTH
200 W. 14TH AVENUE
DENVER, CO 80202**

MARCH 21, 2016

REQUIREMENTS / STATEMENT OF WORK

The Contractor shall: Perform the following functions regarding the original licensure, renewals, complaints and Stage II investigations for Family Child Care Homes, School-Age Programs, Child Care Centers and Children’s Resident Camps located in Denver County.

A. Statement of Work

1. The Contractor shall perform the following functions regarding the original licensure of facilities located in Denver County:
 - a. Dissemination of information regarding the licensing process, the rules governing facilities and the legal requirement to be licensed.
 - b. Compilation of all documentation or licensure required by the State (Colorado Department of Human Services);
 - c. Prescheduled inspection of the entire premises of prospective facilities within 60 days of applicant’s application being received in the State office.
 - d. Investigation of the applicant and all residents and employees of the applicant’s facility including any investigation required by the State to determine the suitability of the applicant and the facility for licensure.
 - e. Completion of a typed report of inspection in a manner prescribed by the State within 3 days of completing the inspection. The report of inspection must indicate the licensing recommendation for those licenses that are approved, information about the license type, capacity, age of children for whom the facility is to be licensed, and any restrictions or exhibits that apply to the license. Submit report of inspection and the applicant’s response within 2 weeks of receiving a response from the applicant.
 - f. Completion and submission of all relevant investigations and other required reports by the State and in a manner prescribed by the State within two weeks of completing the inspection and investigation and receiving a response from the applicant, as required. Examples of possible types of requirements are background investigations, zoning, health inspection, and fire inspection.

2. The Contractor shall perform the following functions related to the investigation of allegations of illegally operating, unlicensed facilities located in Denver County:
 - a. Investigation of each and every complaint alleging or involving the operation of illegally operating unlicensed facilities. Such investigation shall include an unannounced visit to the facility, interviews necessary to determine whether the operation is such that a license is required under the Child Care Licensing Act, Colorado Code of Regulations, and the service of a cease and desist

Exhibit A - Amendment

order to those facilities found in violation of the law along with the following information: an order form to obtain an application package available from the Colorado State Forms and Publication Center, 4200 Garfield Street, Denver, Colorado 80216-6517, and where the application and rules and regulations can be accessed at www.coloradoofficeofearlychildhood.com.

- b. Investigation into each and every facility issued a cease and desist order to insure compliance which may include other unannounced visits to the facility, interviews and surveillance if an application is not received within forty-five days of issuance of the order as required by the State.
 - c. Completion and timely submission of all reports and referrals required by the State and in a manner prescribed by the State.
3. The Contractor shall perform the following functions regarding the renewal licensure of facilities located in **Denver County**:
- a. Dissemination of information regarding the renewal licensing process including the rules governing facilities and the legal requirement to be licensed.
 - b. Compilation of all documentation for renewal licensure required by the State.
 - c. Initiation of the renewal process by an unannounced inspection of the entire facility premises including review of all records required to be maintained by the facility.
 - d. Investigation of the applicant and all residents and employees of the applicant's facility including any investigation required by the State to determine the suitability of the applicant and the facility for licensure.
 - e. Completion and timely submission of all other reports and referrals required by the State and in a manner prescribed by the State within two weeks of completing the inspection and investigation and receiving a response from the applicant, as required. Examples of possible types of requirements are zoning, health inspection, and fire inspection. Report of Inspection, Stage II reports, Complaint reports, Critical Incidents, Provider responses, other reports required by rule for the facility type.
4. The Contractor shall perform those functions regarding the continuation of permanent licensure of facilities located in **Denver County**:
- a. Unannounced visitation of facilities on a permanent license to perform a review of the facility's operation to monitor compliance with applicable laws, rules and regulations at least once every eighteen months or according to the time frame associated with the facility's Department assigned risk factor or by current Division's Standard Operating Procedures or policy.
 - b. Completion of a typed report of inspection in a manner prescribed by the State at the time of inspection. If unable to complete the report at the time of inspection the report will be provided to the licensee within 3 days of completing the inspection. Submit report of inspection and the provider's response within 2 weeks of receiving a response from the provider.
 - c. Completion and timely submission of all reports and referrals required by the State and in manner prescribed by the State within two weeks of completing the inspection and investigation and receiving a response from the provider, as required. Examples of

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possible types of requirements are background investigations, health inspections, and fire inspections. Report of Inspection, Stage II reports, Complaint reports, Critical Incidents, Provider responses, other reports required by rule for the facility type.

5. The Contractor shall perform the following functions related to the supervision of licensed facilities located in Denver County:
 - a. Unannounced visitation of facilities on probationary licenses at least every 30 days as required by the State or as required by the probationary license; and
 - b. Completion of a typed report of inspection in a manner prescribed by the State at the time of inspection. If unable to complete the report at the time of inspection the report will be provided to the licensee within 3 days of completing the inspection. Submit report of inspection and the provider's response within 2 weeks of receiving a response from the provider.
 - c. Completion and timely submission of all reports and referrals required by the State and in manner prescribed by the State within two weeks of completing the inspection and investigation and receiving a response from the provider, as required. Examples of possible types of requirements are background investigations, health inspections, fire inspections, report of inspection, stage II reports, complaint reports, critical incidents, provider responses, other reports required by rule for the facility type.
6. The Contractor shall perform the following functions related to the investigation of complaints in licensed facilities located in Denver County:
 - a. Investigation of each and every complaint alleging or involving licensing violations regarding any licensed facility for which the Contractor is responsible for inspecting under the terms of this Contract in accordance with the time frames outlined in Exhibit C or Division's current Standard Operating Procedure or policy. Such investigations will include an unannounced visit to the facility and conducting sufficient interviews necessary to determine if a violation has occurred. Any visit to the facility to investigate a complaint shall be unannounced and conducted as a supervisory visit as set forth in paragraph 3 of this section. The supervisory visit will be conducted as a general walk through of the facility and completion of the key core standards.
 - b. Identifying information related to those persons making complaints regarding licensed facilities shall be kept confidential according to C.R.S., 26-6-107.5.
 - c. Completion of a typed complaint report of inspection in a manner prescribed by the State at the time of inspection. If unable to complete the report at time of inspection the report will be provided to the licensee within 3 days of completing the inspection. Submit report of inspection and the provider's response within 2 weeks of receiving a response from the provider.
 - d. Completion and timely submission of all reports and referrals required by the State and in manner prescribed by the State within two weeks of completing the inspection and investigation and receiving a response from the provider, as required.
7. The Contractor will perform the following functions related to Stage II investigations (a child care licensing investigation following a child abuse investigation) concerning licensed facilities located in Denver County:

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- a. Review of each and every child abuse/neglect investigation involving any licensed facility for which the Contractor is responsible for inspecting under the terms of this Contract.
 - b. A Stage II investigation is necessary to conclude if licensing violations have occurred.
 - c. Completion of the Stage II investigation in accordance with the time frames outlined in Exhibit D or by current Division's Standard Operating Procedure or policy.
 - d. Completion of a typed Stage II investigation report of inspection at time of inspection. If unable to complete the report of inspection the report will be provided to the licensee within 3 days of completing the inspection. Submit report of inspection and the provider's response within 2 weeks of receiving a response from the provider.
 - e. Completion and timely submission of the entire Stage II packet required by the State and in manner prescribed by the State within two weeks of completing the inspection and investigation and receiving a response from the provider, as required.
8. The Contractor shall perform the following functions regarding the submission of negative licensing recommendations for facilities located in Denver County:
- a. Compilation of all necessary documentation for a recommendation for negative licensing.
 - b. Initiation of the negative licensing process by completing and submitting in a timely manner a negative licensing recommendation as required by the State and in a manner prescribed by the State.
 - c. Unannounced visitation to facilities for which a negative licensing recommendation has been made for suspension, revocation, fines or probation at least every 30 days or in a manner prescribed by the State.
 - d. Completion and submission of a typed investigation report and the report of inspection, in a manner prescribed by the State, to the licensing supervisor assigned responsibility for the case immediately following the negative licensing monitoring visit.
9. The Contractor shall submit copies of all original reports, records and documentation regarding facilities to the State in a timely manner and in a method as prescribed by the Division's Standard Operating Procedure. The Contractor will maintain a record of all original documents and make these documents available to the State upon request.
10. The Contractor will use only those forms required and approved for current use by the State in carrying out the functions set forth in this contract including, but not limited to, the Report of Inspection, the Key Core Indicator Inspection Report, Staff and Children's records forms, Report of Inspection Response form, Verification of Compliance form.
11. The Contractor will provide the licensees a copy of any reports prepared by the contractor or its employees as a result of any inspection or investigation done under the terms of this Contract. The Contractor further shall inform licensees of their right to request a waiver of any rule which creates an undue hardship on the licensee or which s/he believes has been too stringently applied by the Contractor or the State as provided in 12 CCR 2509-8, at 7.701.13. The Contractor further will provide the licensees a copy of the current State Waiver/Appeal form and to instruct the licensees how to submit the waiver request directly to the State.

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12. The Contractor will perform its obligations hereunder in conformity with the Child Care Licensing Act, other relevant state laws and all regulations promulgated pursuant thereto; including, without limitation, the Colorado Human Services Code, Sections 26-1-101, et seq., C.R.S., as all the foregoing are in effect as of the date of execution of this Contract, and as they may later be amended.
13. The Contractor will complete 100% of all unannounced inspections of facilities on a permanent or probationary license to perform a review of the facility's operation to monitor compliance with applicable laws, rules and regulations on time according to the time frame associated with the facility's Department assigned risk factor. For any inspection not completed on time a report must be submitted explaining the reason for the inspection not being completed in a timely manner. If a minimum completion rate of 96% is not met or there is not a Department approved justifiable reason, as outline in Exhibit M, for not completing the inspection the Contractor must submit a written action plan outlining how the required inspections will be performed on time.
14. The Contractor will complete all severity one complaints received by the Department within 48 hours respective of the facilities normal operating hours.
15. The Contractor will complete 100% of all severity two, three, four and five complaints received by the Department within the prescribed timelines in accordance with the Division's current Standard Operating Procedures. For any complaint investigations not completed on time a report must be submitted explaining the reason for the inspection not completed on time. If a minimum completion rate of 95% is not met or there is not a Department approved justifiable reason for not completing the investigation the Contractor must submit a written action plan outlining how the required investigations will be performed on time.
16. The Contractor will assure that all caseload carrying licensing staff completes annual inter-regulatory reliability inspections to a minimum reliability score of 80%.
17. The Contractor will evaluate applications for Colorado Shines level 2 within two weeks of receiving notification that application is ready for approval.
18. The contractor will complete onsite verification of Colorado Shines level 2 quality indicators during inspections of facilities with a level 2 rating.
19. The Contractor will assure that licensees and persons interested in licensure have appropriate and timely access to services. The Contractor will facilitate the application process for interested parties and respond within 48 hours to all inquiries regarding licensure.
20. The Contractor shall process paperwork in a timely and accurate manner in accordance with the Division's current Standard Operating Procedures to promote timely service to providers and parents. The Contractor shall submit signed reports and assure adequate documentation.
21. The Contractor agrees to submit a report to the State bi-annually in January and June outlining information for a contract cost analysis as outlined in Exhibit G
22. The Contractor must employ a minimum of 7.5 full time equivalent licensing representatives with no less than 6 full time equivalent caseload carrying licensing specialists to fulfill the requirements of this contract. The Contractor must submit on the bi-annual information for cost analysis report (Exhibit G) the percentage of time each employee spends completing this contract work. Employee and contract

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supervisor(s) must complete and submit a time certification form as outlined in exhibit L on a monthly basis. This certifies that they have spent the correct percentage of time as specified in exhibit G working exclusively on this contract program area.

23. The Contractor agrees that all new licensing specialists employed by the Contract will meet at least the same minimum educational and experience requirements as required by the State defined in Exhibit F.
24. The Contractor agrees to maintain caseload distribution as prescribed by the State. The Contractor agrees to inform the State of any changes to personnel to ensure proper caseload distribution.
25. The Contractor agrees that any employee acting under the terms of the Contract may be contacted directly by State personnel for the purposes of conducting State business. The State Contract Liaison will be the primary person responsible for communication.
26. The State agrees that all personnel issues reported to State personnel regarding Contract employees will be referred to the Contract supervisor/administrator.
27. Requests for information between the State and the Contractor will be responded to within 48 hours when permissible. Identified urgent requests will be responded to as soon as possible but no more than 24 hours. If requests are not responded to within appropriate time frames the person seeking the information shall follow up and escalate the request to ensure a response is made.
28. The Contractor agrees that any employee acting under the terms of this Contract or his/her supervisor shall be available to testify in any legal proceeding brought for the purposes of enforcing the Child Care Licensing Act.
29. The Contractor agrees that all employees of the Contractor acting under the terms of this Contract will attend any required training sessions offered by the State and that the information provided at those sessions will be incorporated into the procedures used to carry out the terms of this Contract.
30. The Contractor agrees that all employees of the Contractor acting under the terms of this Contract will attend any required meetings offered by the State including but not limited to, monthly liaison meetings, monthly Division meetings and Office of Early Childhood meetings and any new protocols introduced in these meeting will be adhered to.
31. The Contractor agrees to maintain a complete file of all records, documents, communications and other materials, which pertain to this agreement for a period of three (3) years from the date a final payment is made under this agreement, unless the department requests the records be maintained for a longer period.
32. The Contractor will permit Department and Federal agency monitoring and auditing of records and activities, which are or have been undertaken pursuant to this agreement.
33. Except as otherwise provided, the duties and obligation of the contractor shall not be assigned, delegated, or sub contracted except with the express prior written consent of the Department. All subcontractors will be subject to the requirements of this agreement.
34. Except as otherwise stated, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successor and assigns. No third party beneficiary rights or benefits of any kind are expressly or impliedly provided herein.

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Any failure of either party to perform in accordance with the terms of this agreement shall constitute a breach of the agreement. Any dispute concerning the performance of this agreement shall first be resolved at the Divisional level. Failing resolution at that level, disputes shall be presented to the Executive Directors of each Department for resolution. Failing resolution by the Executive Directors, the dispute shall be submitted in writing by both parties to the State Controller, whose decision on the dispute shall be final.

REQUEST FOR INFORMATION

Contract Cost Analysis

Please provide the current fiscal year information for the following:

- Annual indirect charge paid to Administration from the contract.

18.2% of total amount \$127,790.85 -- this would go to the General Fund

- Staff Salaries for all contract employees by title. Please include:
 - Percentage of Salary paid by the contract. **(please see chart below)**
 - Hourly or Annual Salary rate.
 - Fringe benefit package including:
 - Total amount paid.
 - Percentage paid from contract.
 - List of benefits employee receives.
 - **11 holidays**
 - **PTO based on years of service not to exceed 14 hours/month**
 - **Dental, medical, vision, disability, RTD pass reduced rate are supplemented based on optional participation.**

Public Health Investigator I (00054624)	59,804.82	Full cost of salary and benefits
Public Health Investigator I (00054625)	67,691.09	Full cost of salary and benefits
Public Health Investigator II (03661)	71,572.28	Full cost of salary and benefits
Env Pub Hlth Investigator II (13733)	70,246.85	Full cost of salary and benefits
Env Pub Hlth Investigator II (29966)	98,044.59	Full cost of salary and benefits
Env Pub Hlth Investigator III (03617)	77,604.68	Full cost of salary and benefits
Env Pub Health Pgm Supv (05054)	83,192.49	Full cost of salary and benefits
Admin Support Assistant IV (03657)	27,697.75	Full cost of salary and benefits

- Time period of staff vacancies.

There were three months in which a child care inspector position was vacant. The work was completed by moving staff members from other programs to meet inspection frequencies.
- Dollar amount of vacancy savings accrued.

None due to the vacancy being temporarily filled by other staff members.

- Hiring costs (included under indirect charges)
1. IT costs paid. Please include:

IT costs paid	
Hardware	4,800
Software	1,500
Support	23,000

2. Utility Costs.

Utility Costs	840	Cube area (64 sq ft) x 7.5 FTE x \$1.75 per square foot
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3. Office supplies. **\$5400**

4. Facility/Space Costs.

Facility/space costs	8,760	Cube area (64 sq ft) x 7.5 FTE x \$18.25 per square foot
Facility/space costs	12,000	Space realignment to make room for additional inspectors

5. Bonuses, incentives, gatherings, food (please provide breakout by item). **None**

6. Training. **\$5200**

7. Other/Miscellaneous.

Mileage reimbursement: **\$20,667.00**

Total Cost of Child Care Facility Inspections: \$765,812.41

Reduction for Time Spent Conducting Health Inspections	\$41,503.80	0.56 FTEs of time are spent annually on health inspections and re-inspections
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Total costs: \$724,308.61

Colorado Department of Human Services
Office of Early Childhood
BUDGET WITH JUSTIFICATION FORM



Contractor Name	Denver Department of Environmental Health
Budget Period	7/1/2016-6/30/2017
Project Name	Child Care Licensing Contract

Program Contact Name, Title, Phone and Email	Lisa Straight, Manager 720-865-5449 Lisa.Straight@denvergov.org
Fiscal Contact Name, Title, Phone and Email	

Expenditure Categories					
Personnel Services Salaried Employees					FY 2017
Position Title/Employee Name	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from OEC
Public Health Investigator I (00054624)	Child Care Licensing	\$59,805		99%	\$59,470
Public Health Investigator I (00054625)	Child Care Licensing	\$67,691		99%	\$67,312
Public Health Investigator II (03661)	Child Care Licensing	\$71,572		99%	\$70,857
Env Pub Hlth Investigator II (13733)	Child Care Licensing	\$70,246.85		99%	\$69,544
Env Pub Hlth Investigator II (29966)	Child Care Licensing	\$98,044.59		99%	\$97,064
Env Pub Hlth Investigator III (03617)	Child Care Licensing	\$77,604.68		99%	\$76,829
Env Pub Health Pgm Supv (05054)	Child Care Licensing	\$83,192.49		99%	\$82,361
Admin Support Assistant IV (03657)	Child Care Licensing	\$27,697.75		100%	\$27,698
Total Personnel Services (including fringe benefits)					\$551,134
Contractors/Consultants (payments to third parties or entities)					FY 2017
Name	Description of Item				Total Amount Requested from OEC
	CDHS will not reimburse any expenses for this category.				\$0
Total Contractors/Consultants					\$0
Travel					FY 2017
Item	Description of Item				Total Amount Requested from OEC
Travel	Mileage Reimbursement				\$20,667
Total Travel					\$20,667
Supplies & Operating Expenses					FY 2017
Item	Description of Item				Total Amount Requested from OEC
Licensing	office supplies				\$5,400
Licensing	training				\$5,200
Total Supplies & Operating Expenses					\$10,600
MODIFIED TOTAL DIRECT COSTS (MTDC)					\$582,401
Indirect Costs					FY 2017
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]					Total Amount Requested from OEC
					\$58,240
Total Indirect					\$58,240
TOTAL					\$640,641