

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 **SAVIO HOUSE**, a Colorado nonprofit corporation, with an address of 325 King Street, Denver, Colorado 80219 (the “Contractor”), jointly “the parties”.

RECITALS

A. The City and Contractor entered into an Agreement dated July 14, 2017, (the “Agreement”) to provide monthly fiscal oversight.

B. The City and Contractor wish to amend the Agreement to revise the scope of work and increase the maximum contract amount as set forth below.

In consideration of the promises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. All references in the Agreement to “**Exhibit A**” are amended to read as “**Exhibit A and A-1**”, as applicable. The scope of work marked as **Exhibit A-1** is attached and incorporated by reference.

2. Article 4(d)(1) of the Agreement entitled “**COMPENSATION AND PAYMENT**” is amended by deleting and replacing it with the following:

“4. COMPENSATION AND PAYMENT:

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FIVE HUNDRED FORTY-SIX THOUSAND ONE HUNDRED ELEVEN DOLLARS AND ZERO CENTS (\$546,111.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A-1**. Any services performed beyond those in Exhibit A-1 are performed at Contractor’s risk and without authorization under the Agreement.”

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

EXHIBIT LIST:

EXHIBIT A-1, 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-201734847-01

Contractor Name: SAVIO HOUSE

By: Norma Aguilar-Dave

Name: Norma Aguilar-Dave
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)





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I. Purpose of Agreement

The Child Welfare Divisions (Youth and Community Support Services and Child Welfare Services) of Denver Human Services (DHS) are part of a collaboration known as The Denver Collaborative Partnership (DCP). The purpose of the contract is to establish an agreement and scope of work between DHS and Savio House (SH) under which SH will provide monthly fiscal oversight to DCP and the implementation of the FamilyStrong Program. FamilyStrong is a collaborative effort among Denver's youth-service agencies aimed at keeping youth with their own families and in their own communities. FamilyStrong is a full spectrum program with multiple opportunities to prevent further system involvement and promote earlier intervention and/or prevention. Effective and efficient operation of the DCP may lead to the provision of more appropriate and effective delivery of services to the children and families of Denver County.

II. Process and Outcome Measures

Process Measures

- Service provision to the target population of youth between the ages of 10 and 17 years old who are at risk of out-of-home placement.
- Provide collaboration to prevent further system involvement and promote earlier intervention and/or prevention.
- Invoices and reports shall be completed and submitted on or before the 15th of each month 100% of the time. Contractor shall use DHS' preferred invoice template, if requested.

Outcome Measures

- Contractor shall submit accurate and timely invoices in accordance to the requirements of this Agreement.
- The FamilyStrong Program will serve **117** youth and their identified family and kin participants.
- Out of the 117-projected youth to participate in a FamilyStrong service, **no more than 10% (12 youth)** will be placed in out-of-home placement through Denver Human Services as indicated by removal data in the Trails database.

III. Services

The DCP was formed in response to Colorado HB 1451 (2004) which legislated a collaborative approach to the delivery of services to children and families. The DCP was formally organized in a Memorandum of Understanding adopted by the partner agencies in June 2005 and most recently updated in 2017.

This agreement will be funded through HB 1451 incentive funds of which the State requires the funds are to be held at the County Department of Human Services. As a collaborator in the DCP, and in accordance with the DCP



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Memorandum of Understanding (MOU), Denver Human Services, along with the other partner agencies, provides recommendations through the Interagency Oversight Group (IOG) and will work closely with SH regarding these recommendations.

FamilyStrong will practice principles that incorporate the values and principles of teaming approaches to engage youth and their families; bring the perspective of the family into case planning and assessment process and in monitoring the success of plans; equip parents with the tools they need to manage challenging behaviors; and develop capacity of parents to support each other and build systems supports that promote and help sustain the role of parents as a resource.

The key components of FamilyStrong are immediate intervention when requested by the family, active engagement of youth and families, and timely access to effective services and support. Services are community-based and ensure community safety to meet the youth and family's level of need (low, moderate, high) and are a multi-system collaboration in the community.

The following work is to be performed by SH:

- A.** Hiring and supervision of DCP and FamilyStrong staff who are the employees of SH.
- B.** Development and execution of service contracts by SH to service providers with the recommendations and approval of the IOG.
- C.** Invoicing of DCP and FamilyStrong contracted services for reimbursement from DHS.
- D.** Monthly review of invoices
- E.** Monthly financial report
- F.** Monthly, quarterly and/or annual reports as agreed upon by SH, DCP and DHS.

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.



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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 directly supervised by Contractor’s paid and qualified staff member shall be present at all times when the volunteer or student is working directly with or having direct contact with any child or children.
 - c. Be oriented and trained in the culture of the agency, 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, 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 DHS 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	



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1. 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.	Erin.stremming@denvergov.org dhs_contracting_services_documents@denvergov.org
2. Other reports as reasonably requested by the City.	To be determined (TBD)	TBD	TBD

VI. Budget Requirements

- A.** Contractor shall provide the identified services for the City under the support of the Denver Department of Human Services using best practices and other methods for fostering a sense of collaboration and communication.
- B.** Invoices submitted for payment must be accompanied by adequate documentation of services and must be received by the City on or before the fifteenth (15th) working day of each month of the term hereof.

Invoices shall be submitted to: [DHS Contractor Invoices@denvergov.org](mailto:DHS_Contractor_Invoices@denvergov.org)
or by US Mail to:
Attn: Financial Services
Denver Department of Human Services
1200 Federal Boulevard
Denver, Colorado 80204



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C. Contractor shall submit separate invoices for HB1451 and FamilyStrong program costs identified in the budget.

D. Budget and Narrative for **7/1/2017 – 6/30/2018**

Denver Collaborative Partnership (DCP) (\$306,111)		
EXPENDITURE	TOTAL BUDGET	NARRATIVE
DIRECT COSTS		
DCP Director	\$72,040	DCP Director to work a portion of their time on the DCP and to be reimbursed at cost.
DCP Case Manager	\$47,380	DCP Case Manager to work a portion of their time on the DCP and to be reimbursed at cost.
DCP Administrative Coordinator	\$38,110	DCP Administrative Coordinator to work a portion of their time on the DCP and to be reimbursed at cost.
Total Fringe	\$44,108	Reimbursed at cost. Fringe benefits and payroll taxes for staff includes; FICA, Health Insurance, Workers Compensation, Unemployment Long and Short-Term Disability and Retirement Plan. Fringe, to be reimbursed at cost. Contractor will submit payroll register or other documentation as backup for fringe.
Training	\$1,732	Training for DCP staff
Travel (mileage)	\$400	Not to exceed the Federally approved IRS rate at the time the expense occurred.
Parking	\$6,500	Fee for DCP staff parking.
Communications	\$2,580	Cost of communication services including, but not limited to, Verizon Wireless On the Go Internet, Century Link - onsite office internet and cell phone service for DCP staff.



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SMG Database Customization	\$20,000	This includes the customization work by SMG. This is a one-time cost, but additional customization could be requested, if desired by DCP in future years.
Access to the SMG Database	\$12,000	Savio database access for all DCP staff, providers and partners, as determined by DCP. This is a recurring cost to be billed at \$1000/month.
Office Supplies	\$1,000	Office supplies such as, but not limited to, paper, pens, binders, etc. for staff working directly on program.
Office Equipment	\$1,000	Including, but not limited to, computers, monitors, keyboards, printers, etc. for DCP staff.
Subcontracted Services	\$26,183	Services provided to participants as recommend by DCP partners such as, but not limited to, Substance Abuse Counseling, Mental Health Counseling and Anger Management
Staff and Treatment Meetings	\$1,750	Expenses including, but not limited to, food, paper products, water, etc. related to staff, board, and treatment meetings for the DCP
Client Services	\$3,500	Client Services for the DCP, may include, but are not limited to: school supplies, food supplies, child care supplies, housing support, clothing costs, recreation expenses, and automotive costs
Subtotal	\$278,283	
Indirect Cost		
Indirect Cost	\$27,828	Not to exceed 10%
Subtotal	\$27,828	
Total Budget	\$306,111	



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FamilyStrong (\$240,000)		
EXPENDITURE	TOTAL BUDGET	NARRATIVE
DIRECT COSTS		
Program Coordinator	\$60,000	Program Coordinator to work a portion of their time on the FamilyStrong program. Salary to be reimbursed at cost and documented in a timesheet.
Screeener	\$45,000	Screeener to work a portion of their time on the FamilyStrong program. Salary to be reimbursed at cost and documented in a timesheet.
Total Fringe	\$29,400	Fringe benefits and payroll taxes for staff includes; FICA, Health Insurance, Workers Compensation, Unemployment Long and Short-Term Disability and Retirement Plan. Fringe, to be reimbursed at cost. Contractor will submit payroll register or other documentation as backup for fringe.
Training	\$400	Training for FamilyStrong staff
Travel (mileage)	\$200	Not to exceed the Federally approved IRS rate at the time the expense occurred.
Communications	\$3000	Cost of communication services including, but not limited to, Verizon Wireless On the Go Internet, Century Link - onsite office internet and cell phone for FamilyStrong staff.
Office Supplies	\$1,500	Office supplies such as, but not limited to, paper, pens, binders, etc. for staff working directly on FamilyStrong program.
Office Equipment	\$3,000	Including, but not limited to, computers, monitors, keyboards, printers, etc. for FamilyStrong staff



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Subcontracted Services	\$27,682	Services provided to participants as recommend by DCP partners such as, but not limited to, Family Keys, Community Connections, Wraparound, MST, FFT, Tutoring, Mentoring, Substance Abuse Counseling, Mental Health Counseling and Anger Management for FamilyStrong participants.
Client Services	\$8,000	Client Services may include, but are not limited to: school supplies, food supplies, child care supplies, housing support, clothing costs, recreation expenses, and automotive costs related to the Family Strong Program.
Southwest Keys Start-up Costs	\$40,000	Costs related to Southwest Keys establishing Denver area business location to provide services under Subcontracted Services. This will include, but are not limited to, costs for Responsible for the hiring, office rental, utilities, training of staff, office equipment and supplies, etc. for the Family Strong Program.
Subtotal	\$218,182	
Indirect Cost		
Indirect Cost	\$21,818	Not to exceed 10%
Subtotal	\$21,818	
Total Budget	\$240,000	