

## SECOND 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 **DENVER CHILDREN’S ADVOCACY CENTER**, a Colorado Nonprofit Corporation, with an address for notice purposes of 2149 Federal Blvd. Denver, Colorado, 80211 (the “Contractor”), jointly “the Parties” and individually a “Party.”

### RECITALS:

**A.** The Parties entered into an Agreement dated **January 17, 2023**, and an Amendatory Agreement dated **October 5, 2023**, to perform, and complete all of the services outlined in the Scope of Work (the “Agreement”) to the City’s satisfaction.

**B.** The Parties wish to amend the Agreement to extend the term, increase the Agreement’s maximum contract amount, amend the scope of work exhibit and add **paragraph 38 - Compliance with Denver Wage Laws**.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

**1.** All references to “Exhibit A” in the Agreement shall be amended to read: “Exhibit A-1” as applicable. The Scope of Work marked as Exhibit A-1 attached to this Second Amendatory Agreement is hereby incorporated by reference.

**2.** Paragraph 3 of the Agreement entitled “**TERM:**” is hereby deleted in its entirety and replaced with:

“**3. TERM:** The Agreement will commence on **January 1, 2023**, and will expire, unless sooner terminated, on **December 31, 2025.**”

**3.** Paragraph 4 section 4.4. (4.4.1.) of the Agreement entitled “**COMPENSATION AND PAYMENT:**” is hereby deleted in its entirety and replaced with:

“**4. COMPENSATION AND PAYMENT:**

**4.4. Maximum Contract Amount:**

**4.4.1.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **NINE HUNDRED TEN THOUSAND DOLLARS ZERO CENTS (\$910,000.00)** (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 the Contractor beyond that specifically described in **Exhibit A**. Any services

performed beyond those in **Exhibit A**, or as directed by Chief in writing, are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Paragraph 38 of the Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS:**” is hereby added:

“**38. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

5. As herein amended, the Agreement is affirmed and ratified in each and every particular.

6. This Second 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, Scope of Work**

**[SIGNATURE PAGES TO FOLLOW]**

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**Contract Control Number:** POLIC-202477189-02 /POLIC-202266018-02  
**Contractor Name:** DENVER CHILDREN'S ADVOCACY CENTER

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:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

POLIC-202477189-02 /POLIC-202266018-02  
DENVER CHILDREN'S ADVOCACY CENTER

By:  Signed by:  
685A2A3B8C8849B...

Name: will Braunstein  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## **EXHIBIT A-1**

### **Scope of Work**

#### **Introduction**

Denver Children's Advocacy Center (DCAC) was founded in 1995 with a mission to prevent abuse, strengthen families and restore childhood. DCAC has had its Rapid Response Program in place since 2004, when we signed our first memorandum of understanding with the Denver Police Department, the Denver District Attorney's Office, Denver Health and the Denver Department of Human Services to conduct forensic interviews of children who have experienced sexual abuse or witnessed homicide or a violent crime. The agencies formed a multidisciplinary team (MDT) which was initially coordinated by DCAC. This multidisciplinary approach, where the participating agencies each put children's needs at the center of child abuse investigations, is at the heart of DCAC's mission and is what makes us one of the nation's most well regarded child advocacy centers.

A forensic interview is a legally justified, objective, fact finding, investigative interview conducted by a neutral party at the request of law enforcement or child protective services. The goal of a forensic interview is to obtain a statement from a child in a developmentally sensitive, unbiased, and truth-seeking manner that will support accurate and fair decision making in the criminal justice and child welfare systems.

Our Rapid Response Program is designed to help children feel as safe and comfortable as possible as they work with members of our multi-disciplinary team. The agency as a whole is accountable to National Children's Alliance (NCA) accreditation standards. This outside governing body oversees our compliance and standards every five years through a rigorous months-long process. DCAC was initially accredited by the National Children's Alliance in 2006, and then re-accredited in 2011, 2016 and 2022.

Currently, we have four forensic interviewers on staff, one of which is fully bilingual in Spanish and English. Prior to conducting any forensic interviews, the training process at DCAC includes interviewers attending forensic interview protocol training with the Colorado Children's Alliance. The Colorado Children's Alliance provides forensic interview training using the Semi-Structured Narrative Process, which is included on NCA's approved list of state recognized forensic interview trainings.

For many families, their first experience of DCAC is when their child is admitted for a forensic interview, but our continuum of care can be accessed at any time. Families access services as and where needed - children are served in their early learning centers, their schools, at community partner sites, at DCAC's child-friendly campus, and at the Denver Safe Center. The continuum of care includes mental health treatment, which is available for children ages 0-17 who have been traumatized by sexual abuse, physical abuse, or neglect; or because they have witnessed severe domestic violence or homicide. Some of these children receive assessment and treatment directly following a forensic interview, although families are always offered the choice of other providers.

#### **Protocol**

A forensic interview by DCAC will be referred on all cases of sexual assault on children that fall under the authority of the Missing and Exploited Persons Unit at the Denver Police Department, and/or the Child Protection Intake Unit of the Denver Department of Human Services. Additionally, DPD may utilize DCAC forensic interviewers on any cases involving child physical abuse, drug-endangered, neglect, witness to violence or homicide or any other case involving children as deemed appropriate by DPD.

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DCAC may be used at the discretion of any other major crime unit within DPD. The assigned investigating detective or unit sergeant is responsible for coordinating with the family, forensic interviewer, deputy district attorney and DDHS caseworker to determine the best location to conduct the forensic interview consistent with the criteria set forth in the following paragraph and NCA standards. Forensic interviews may be conducted with young adults with high levels of trauma, as well as adults with developmental delays, when the detective determines that it is necessary. This decision will be made by the investigating detective with agreement of their unit sergeant and other professionals of the MDT.

Forensic interviewers are available for scheduled interviews Monday through Friday from 8:00 a.m. to 4:00 p.m. A forensic interview can be scheduled to occur at the Denver Safe Center or the Denver Children's Advocacy Center. The location of the forensic interview will be determined by MDT members based on what is in the best interest of the child and the ability to provide full access to MDT services at time of the forensic interview. This decision should be discussed with DCAC staff at the time of scheduling to ensure staff coverage of all MDT services, including DCAC victim advocacy.

Additionally, DCAC interviewers are available for emergency response for after-hours cases from 4:00 p.m. to 12:00 a.m. on Monday through Friday and from 8:00 am – 12:00am on Saturday and Sunday. Interviews may occur outside of those designated hours if it has been staffed and approved by the director of the rapid response program.

### **Deliverables**

- Provide up to 950 forensic interviews per calendar year in cases involving children that are under the authority of the Major Crimes Division of DPD. These cases include sexual assault, physical abuse, witness to violence or homicide, neglect and any other case involving children as deemed appropriate and requested by DPD. Interviews may take place at the Denver Safe Center or at DCAC's campus as determined by the MDT;
- Participate in daily morning staffing meetings with MDT partners and other meetings as required;
- Consult with Denver Police officers to obtain information regarding the developmental and social history of the child prior to the interview;
- Coordinate and conduct recorded interview of the victim with the participation of the multi-disciplinary team and verify with observers no other information is needed prior to completing the interview;
- Conduct follow-up interviews and/or evaluations, if necessary;
- Perform necessary preparation for court testimony including meeting with prosecutors or detectives;
- Provide expert testimony for the Denver District Attorney's Office, or Denver City Attorney's Office in legal proceedings when required;
- Provision of victim advocacy services to all children who are interviewed as well as their non-offending family members. This includes crisis response at the time of the forensic interview, coordination with the child sexual assault investigations, forensic interviews, and medical evaluations including arranging transportation for families as needed, ongoing education through the investigation and critical support during the investigative process;

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- Provide monthly reports on forensic interviews conducted, which will include summarized data of interviews including: age of child, gender, interview location, primary allegation, interview type (scheduled, emergency, request to appear).

**Budget**

Current staffing levels will provide for approximately 950 forensic interviews/year, at \$290,000/year. The current team of interviewers are able to handle oscillations on a month-to-month basis that might occasionally be higher than this rate. However, consistent volume above this level will require an additional staff member at the rate of \$80,000/year. DCAC and DPD will mutually agree when this needs to occur. Services will be invoiced in equal monthly installments.

Staffing	Monthly Invoice
Current	\$24,167 (\$290,000 / 12 rounded)
Current +1	\$30,833 (\$370,000 / 12 rounded)