



## CONTRACT AMENDMENT #2

### SIGNATURE AND COVER PAGE

<b>State Agency</b> Colorado Department of Human Services Office of Economic Security Division of Economic and Workforce Support	<b>Original Contract Number</b> 22 IHGA 172363
<b>Contractor</b> City and County of Denver, Department of Human Services Contractor's State of Incorporation: <b>Colorado</b>	<b>Amendment Contract Number</b> 24 IHGA 182199
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 2022                      \$642,010.82 Extension Terms State Fiscal Year 2023                      \$579,397.27 State Fiscal Year 2024*                      \$557,186.76  Total for All State Fiscal Years                      \$1,778,594.85  *Any amount paid as a result of Holdover Letter 24 IHGA 183229 prior to execution of this Amendment shall be deducted from the Contract Maximum amount.	<b>Contract Performance Beginning Date</b> February 17, 2022  <b>Current Contract Expiration Date</b> June 30, 2024

### THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;"><b>CONTRACTOR</b></p> <p style="text-align: center;">City and County of Denver, Department of Human Services</p>  <p style="text-align: center;">By: Jay Morein, Executive Director</p>  <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;">Jared Polis, Governor          Colorado Department of Human Services          Michelle Barnes, Executive Director</p>  <p style="text-align: center;">By: Barry J. Pardus, Deputy Director,          Office of Economic Security</p>  <p style="text-align: center;">Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
 Andrea Eurich/Toni Williamson/Telly Belton

Amendment Effective Date: \_\_\_\_\_

**1. PARTIES**

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

**2. TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

**3. AMENDMENT EFFECTIVE DATE AND TERM**

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in §3.B of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 01, 2023, whichever is later and shall terminate on the termination of the Contract.

**4. PURPOSE**

The purpose of this Amendment is to update the Statement of Work, add budget, and extend the term for State Fiscal Year 2024 for the Disability Navigator Program. The Disability Navigator Program is a statewide program that aims to help persons with disabilities participating in the State AND-SO program navigate the application and/or appeal process for federal disability benefits under the SSI program. The goals of the Disability Navigator Program are to assist Eligible Participants in submitting timely and complete applications for SSI, increase the percentage of SSI approvals, reduce the time to SSI approval, and reduce time on AND-SO.

**5. MODIFICATIONS**

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

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. Exhibit A-1, Statement of Work, is hereby replaced with Exhibit A-2, attached hereto.
- D. Exhibit B-2, Budget, is hereby replaced with exhibit B-3, attached hereto.

**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the

Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

## **EXHIBIT A-2 - STATEMENT OF WORK**

### **1. ACRONYMS AND DEFINITIONS:**

1.1 Aid to the Needy Disabled State Only (AND-SO): The AND-SO program provides interim assistance to individuals aged 18-59 years who are disabled or blind but have not been approved for Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI).

1.2 Appeal: A request for Social Security to re-examine a claim for benefits. There are four (4) levels of an appeal: Reconsideration, Hearing, Review, and Federal Court Review.

1.3 Appointed Representative: When designated as an Appointed Representative, the Disability Navigator may communicate with the Social Security Administration (SSA) and Disability Determination Services (DDS) regarding the AND-SO Eligible Participants' case. They may also access the claim file, with permission, designate associates who perform administrative duties to receive information, provide evidence or information to support the claim, request a reconsideration, a hearing, or an Appeals Council Review, assist witness(s) to prepare for a hearing, and receive copies of the decisions made on the case. To appoint someone as an Appointed Representative, form SSA-1696 shall be completed.

1.4 Budget: This document outlines what the Disability Navigator Program funds will be used for.

1.5 Client Facing Services: Services offered to clients in the Disability Navigator Program.

1.6 Colorado Department of Human Services or CDHS: The Department is responsible for funding and overseeing the Disability Navigator Program. Referred to within this Contract as the Department.

1.7 Complete Application: An application for SSI which contains all the information necessary for SSA to make a determination of SSI eligibility. A Complete Application shall include the [SSA-16](#) Online Disability Benefit Application and may include supporting medical opinions, medical records, and assessments, when available, or Form SSA-3373 Comprehensive Function Report.

1.8 Contractor: The county entity entering into this agreement with CDHS to provide Disability Navigator Program services. Referred to within this Contract as the Contractor.

1.9 County Fiscal Management System (CFMS): The accounting system used to process funds moving between counties and the state. The Contractor shall submit expenses to CDHS through this system.

1.10 Disability: SSA defines “Disability” as the inability to engage in substantial gainful activity because of a medically determinable physical or mental impairment(s) that has lasted or is expected to last for a continuous period of at least 12 months OR is expected to result in death.

1.11 Disability Determination Services (DDS): State agency charged with making disability determinations.

1.12 Disability Navigator: An individual who assists the AND-SO client with applying for and appealing to Social Security.

1.13 Disability Navigator Plan: This is the plan that the Contractor develops which establishes how the Contractor shall develop, implement, and administer the Disability Navigator Program.

1.14 Disability Navigator Program: Statewide program which aims to help persons with disabilities participating in the State AND-SO program navigate the application and/or appeal process for federal disability benefits under the SSI program.

1.15 Eligible Participant: An Eligible Participant is an individual that has applied for or is receiving AND-SO in the county or region that is administering the Disability Navigator Program.

1.16 Function Report: Form SSA-3373. This helps DDS to obtain information about how an applicant’s illness(es) and condition(s) affect their ability to function and perform everyday tasks.

1.17 Participant Referral Form: State prescribed form that the Contractor uses to refer the client to Disability Navigator services.

1.18 Pending Application: A completed application for SSI that has been submitted but has not yet been determined eligible or ineligible.

1.19 Protected Filing Date: The date the applicant or Appointed Representative first contacts SSA indicating an intent to file SSI and SSDI applications. This date is used to determine when an individual may start receiving SSI benefits.

1.20 Social Security Administration (SSA): The SSA oversees the Supplemental Security Income and Social Security Disability Insurance programs.

1.21 Social Security Disability Insurance (SSDI): Federal disability program administered by SSA which provides benefits to blind or disabled individuals who are “insured” based on contributions paid into Social Security.

1.22 SSI/SSDI Outreach, Access, and Recovery (SOAR) Certified: SOAR is a program

through the Substance Abuse and Mental Health Services Administration (SAMHSA) that is designed to assist SSI & SSDI applicants apply for benefits. SOAR Certified means a person has received training and certification through the SOAR program.

**1.23 Substantial Gainful Activity (SGA):** The performance of significant physical and/or mental activities in work for pay or profit, or in work of a type generally performed for pay or profit, regardless of the legality of the work. "Significant activities" are useful in the accomplishment of a job or the operation of a business, and have economic value. Work may be substantial even if it is performed on a part-time basis, or even if the individual does less, is paid less, or has less responsibility than in previous work. Work activity is gainful if it is the kind of work usually done for pay, whether in cash or in-kind or for profit, whether or not a profit is realized. Activities involving self-care, household tasks, unpaid training, hobbies, therapy, school attendance, clubs, social programs, etc. are not generally considered to be SGA.

**1.24 Supplemental Security Income (SSI):** A needs based federal income supplement program designed to help aged, blind, and disabled people who have little or no income.

## **2. OBJECTIVE**

The purpose of this Contract is to implement the Disability Navigator Program. The Disability Navigator Program is a statewide program that aims to help persons with disabilities participating in the State AND-SO program navigate the application and/or appeal process for federal disability benefits under the SSI program. The goals of the Disability Navigator Program are to assist Eligible Participants in submitting timely and complete applications for SSI, increase the percentage of SSI approvals, reduce the time to SSI approval, and reduce time on AND-SO.

## **3. SCOPE**

**A. Disability Navigator Plan.** The Contractor shall develop a comprehensive plan for how they will develop, implement, and administer the Disability Navigator Program. The Disability Navigator Plan shall include the method the Contractor intends to use to monitor the status of the SSI Application. The Department may work collaboratively with the Contractor to strengthen the plan. The Contractor shall incorporate any changes required by the State.

**B. Eligible Participants.** The Eligible Participant may or may not have an application with SSA prior to participating in the Disability Navigator Program.

- a. Eligible Participants may choose to participate with the Disability Navigator Program.
  - i. The Eligible Participant may choose to work with a Disability Navigator when a referral is offered at the County in which they apply for AND-SO.
  - ii. The Eligible Participant may withdraw from the Disability Navigator

Program at any time.

- b. The Contractor shall use the Department prescribed Participant Referral process to verify participant eligibility for AND-SO.
  - i. After the County has been activated as a participating county in the Colorado Benefits Management System (CBMS) by the State Department, the Eligible Participants will be referred automatically through CBMS at their intake application (for new AND-SO applicants with a pending or approved application) and at the first recertification for ongoing clients following the County's activation in CBMS.
  - ii. Referrals that are done outside of intake and the first recertification will be entered manually into CBMS by the Disability Navigator (or a County department member that is trained on correctly entering manual referrals into the Disability Navigator referral queue).
- c. Disability Navigator Program services shall be offered to each Eligible Participant of the county or region that the Contractor(s) is/are serving.

### **C. Recruiting and Enrollment of Eligible Participants.**

The Contractor shall attempt to contact each Eligible Participant that has been referred to them (through CBMS or a manual referral) immediately, but not to exceed seven (7) calendar days following the date of referral. The Contractor will ask the Eligible Participant if they are interested in participating in the Disability Navigator program.

- a. The Contractor shall note in CBMS if the client did not answer their contact. The Contractor shall make a minimum of two (2) client contact attempts prior to discontinuing the referral.
- b. If the Contractor reaches the Eligible Participant and they indicate that they do not wish to participate and/or receive Disability Navigator services, the Disability Navigator shall add a service/event in CBMS to note that the client declined services, and update the Eligible Participant's referral status to discontinued.
- c. If the Contractor reaches the Eligible Participant and the Eligible Participant indicates that they are interested in participating in the Disability Navigator program, the Contractor will add a service/event in CBMS of 'client agreed to participate' to update their referral status and provide onboarding services. Onboarding services may include:
  - i. Establishing contact with the client
  - ii. Completing Appointed Representative form (SSA-1696) with the client so that the Disability Navigator may act as the client's Appointed Representative with SSA
  - iii. Making contact with the local SSA office regarding the referral
  - iv. Working with the State Disability Specialist to establish a plan

**D. Allowable Spending.** Under no circumstances shall funds be used for capitol construction. The Contractor may spend Disability Navigator funds in the following ways:

- a. Staff Disability Navigator Program Service Activities
  - i. Meeting with Disability Navigator Program clients. This may be over the phone, virtually, or in person.
  - ii. Building the SSA claim for application.
  - iii. Preparing the SSA claim for Reconsideration, Hearing, Review, or Federal Court Review.
  - iv. Corresponding with SSA and DDS.
  - v. Travel that is directly related to serving Disability Navigator clients and operation of the program.
  
- b. Staff Training
  - i. Disability Navigators may obtain training and/or certification to assist AND-SO clients in applying for SSA benefits.
  - ii. Expenses related to training.
  - iii. Building a working relationship with the local SSA office.
  
- c. Client Facing Services
  - i. Referrals to relevant licensed medical providers whose assessments are required for the SSA application.
  - ii. Outreach to Disability Navigator Program clients to provide reminders and track progress on SSA applications and appeals.
  - iii. Assistance in obtaining medical records.
  - iv. Transportation to necessary appointments.
  - v. Payment to the client directly or to a provider for expenses incurred as a direct result of the SSI application process (such as payment for copies of medical records, bus passes or gas cards to travel to appointments, and other funding deemed reasonably necessary by the Disability Navigator for the client to apply for SSI). These payments must be documented in the case file including how the expense relates to the SSI application process or participation in navigation services and must be represented in the county's Budget.
  - vi. Technology or equipment used to assist clients with submission and monitoring of their SSI application.

**E. Client Facing Services.** Contractors shall ensure that the following services are offered to clients in the Disability Navigator Program. Client Facing Services provided may vary for each client depending on their SSI application status. Stages of applying for SSI benefits include application, post-application (ongoing), and appealing decisions made by SSA.

- a. Protected Filing Date: All Eligible Participants participating in the Disability Navigator Program shall receive a Protected Filing Date within fifteen (15) calendar days from the date that the referral to Disability Navigator Program services was initiated, unless the client had obtained a Protected Filing Date prior to their referral date.
- b. Application Packet/Applications for SSI/SSDI: The Contractor shall ensure that



applications made with the Disability Navigator are complete. Upon submission of the application packet, the Disability Navigator may receive a receipt to place in the Client File. The application shall include:

- i. A complete application shall consist of:
  1. Online Disability Benefit Application (SSA-16)
- ii. Optional documents to include with the application:
  1. Appointment of Representative
  2. Authorization to Disclose Information to SSA
  3. Application for SSI (if not completed online)
  4. Adult Disability Report
  5. All relevant medical records
  6. All supporting documentation
- iii. Disability Navigator Program Client Facing Services that may be made available to clients who have not applied to SSI yet and do not have a current pending SSI application:
  1. Assistance developing a complete, thorough, and quality application for SSI benefits when requested by the client and/or serving as the client's Appointed Representative with the SSA.
  2. Assistance submitting the application for SSI benefits when requested by the client and/or serving as the client's Appointed Representative with the SSA.
- c. After an application has been submitted. Once the complete munications with SSA and/or DDS. Disability Navigator Program Client Facing Services that may be made available to clients who have a pending SSI application, are denied SSI, or who are appealing a denial through SSA. Client Facing Services provided shall include:
  1. Provide prompt response to SSA and DDS inquiries, within ten (10) calendar days of the inquiry.
  2. Outreach to the client as needed to stay connected throughout the determination process, no less than monthly.
  3. Assistance filing reconsiderations and/or appeals of federal disability benefits when requested by the client.
- d. Appeals: If the AND-SO client receives a denial from SSA and wishes to appeal the decision, the Contractor shall ensure that the Disability Navigator completes a timely appeal. This appeal shall include all necessary supporting documentation, including the SSA Appeal Form (SSA-561).
- e. Ongoing Disability Navigator Program Client Facing Services that shall be made available to all AND-SO applicants and recipients may include:
  - i. Serving as the client's Appointed Representative for interactions with SSA.
  - ii. Communicating as needed with SSA and DDS regarding the status of applicants' claims.
  - iii. Writing a comprehensive function report and gathering supporting medical opinions when available.
  - iv. Participating in the SSA interview process.
  - v. Making referrals to appropriate medical providers and other professionals

whose assessments are required as part of an application for federal disability benefits.

- vi. Collecting medical records, assessments, case management notes, and collateral information.
- vii. Appointment coordination with doctors, therapists, SSA, etc.

**F. Regionalized Approach.** The Contractor shall have the option of serving a region with the Disability Navigator Program. In order to successfully serve a region, the Contractor shall serve the designated county assistance programs for that region and may include community partners and SSA offices. If a regionalized approach is used, the Contractor shall designate which County will serve as the fiscal agent.

**G. Relationship with Social Security.** The Contractor shall make a reasonable effort to build and maintain a working relationship with their local Social Security office in the region that the program is operated in. The Contractor shall notify the Department if they are unable to establish a relationship or receive timely responses from the local SSA office. Some examples of making a reasonable effort include:

- a. Having consistent, ongoing, scheduled meetings on a quarterly basis, at minimum.
- b. Appointing a contact person to send and receive all communication with the SSA office.
- C. Develop a streamlined process for communication and updates in partnership with the SSA office.

**H. Case Files and Documentation.** The Contractor shall maintain documentation in a detailed case file for each Eligible Participant, or work with the County Department to ensure documentation is maintained in the client's existing county case file. This file may be paper or electronic. It shall contain medical documents, SSA application and/or appeals, and other documents used or obtained in the SSI application process. The Contractor must record all Client Facing Services provided to assist with application, and all relevant outcomes including the date of the approved SSI application in CBMS. The Eligible Participant case file may be used to monitor the performance of the Contractor in meeting program and Contract objectives and must be available for the State to review.

#### **4. PERSONNEL REQUIREMENTS**

**A. Personnel General Requirements.** The Contractor shall provide sufficient personnel to perform the work described in this Contract. In the event that the Department determines that the Contractor has provided insufficient staff or staff that does not have the necessary skills, knowledge, or experience to perform the work, the Contractor shall provide additional and replacement staff to perform its obligations under this Contract.

- a. The Contractor shall maintain appropriate staffing levels throughout the term of the Contract.

- b. The Contractor may hire personnel to perform administrative or managerial duties outside of direct Disability Navigator services. Personnel that do not perform Disability Navigator services (such as acting as the Eligible Participant's Appointed Representative, writing a comprehensive function report, submitting the SSI application) are not subject to the training requirements outlined below in section B (Ongoing Training Requirements for Staff Offering Disability Navigator Services).

**B. Ongoing Training Requirements For Staff Offering Disability Navigator**

**Services.** The Contractor shall ensure that Disability Navigator Program services are provided by people that are not disqualified or suspended from acting as an Appointed Representative with the SSA and are not prohibited by any law from acting as an Appointed Representative. The Contractor shall ensure that Disability Navigators regularly attend State mandated training. Disability Navigators may also demonstrate a level of expertise with the SSA application and appeal process through any of the following:

- a. Being an attorney licensed in Colorado or licensed to appear in any U.S. federal court, in good standing;
- b. Obtaining or having SOAR certification;
- c. Receiving adequate training by a licensed attorney or SOAR certified person and having submitted at least ten applications to the SSA in the past year; or
- d. Other certifications or experience approved by the Department in writing or electronically.

In addition to the above training requirements, Disability Navigators must take the below training curriculums located in COLearn prior to obtaining access through the county security administrator to CBMS:

- a. CBMS Access Training
- b. Case Management Tool for Disability Navigation Services

**C. Subcontracting.** There is no Contractual relationship between subcontractors and the Department. The Contractual relationship exists only between the Contractor and the Department, between whom there is "privity of Contract."

- a. CDHS shall manage the Contractor's performance according to the terms agreed upon in this Exhibit A, Statement of Work.
- b. The Contractor may choose to subcontract with another agency, organization, or individual to serve as the employer of record. Any subcontractors shall be specified and submitted to the Department for approval prior to beginning work.
- c. The Contractor shall not change subcontractors without consultation with and approval from the Department.
- d. The Contractor shall report on subcontractor activities as a part of their monthly reporting requirements.

## 5. MONITORING, DATA TRACKING, REPORTING, AND EVALUATION

**A. Data Collection:** The Contractor shall monitor the referrals received through both manual processes and CBMS. CBMS will be used to collect the following data on each client served through the Disability Navigator Program:

- a. Dates and details of the following Services/Events:
  - i. Secured a Protective Filing Date (PFD) with the SSA
  - ii. Filling out an SSA application
  - iii. Submitted the SSA application
  - iv. Applied to be the client's appointed representative with the SSA
  - v. Received inquiry from SSA or DDS (as client's appointed representative)
  - vi. Responded to SSA and/or DDS inquiry
  - vii. Contacted client to maintain connection during determination process
  - viii. Filed reconsiderations and/or appeals
  - ix. Contacted SSA or DDS, not related to an inquiry from that agency
  - x. Wrote a comprehensive function report
  - xi. Participated in the SSA interview
  - xii. Referred client to providers whose assessments are required for SSA
  - xiii. Collected medical records, assessments, case management notes, or collateral information
  - xiv. Coordinated appointments with SSA
  - xv. Coordinated appointment with providers whose assessments are required for SSA
  - xvi. Client declined to participate in the Disability Navigator Program
  - xvii. Client did not show for a scheduled appointment time
  - xviii. Received notice of APPROVAL of SSA authorized representative
  - xix. Received notice of DENIAL of SSA authorized representative
  - xx. Discontinued AND Navigator (no longer eligible)
  - xxi. Withdrew from AND Navigator (client opted out)
  - xxii. Discontinued AND (no longer eligible)
  - xxiii. Withdrew from AND (client opted out)
  - xxiv. Client no longer eligible for AND (discontinued/denied)
  - xxv. Changed county/transferred
  - xxvi. Client agreed to Navigator Program Participation
  - xxvii. Other

- xxviii. Attempted to Contact
- xxix. Death Reported
- xxx. Discontinue Due to No Contact
- b. Notes
- c. Whether the client is applying for SSI or SSI/SSDI
- d. Protected Filing Dates
- e. Effective Dates that the Disability Navigator serves as the Authorized Representative with SSA (if applicable)
- f. Dates when SSI/SSDI applications are submitted to SSA
- g. Dates and outcomes of SSI/SSDI application determination including:
  - i. SSI Approved
  - ii. SSI Pending
  - iii. SSI Reconsideration Hearing by ALJ
  - iv. SSI Appeals Council
  - v. SSI Federal Court
  - vi. SSI Denied
  - vii. SSDI Approved
  - viii. SSDI Pending
  - ix. SSDI Reconsideration Hearing by ALJ
  - x. SSDI Appeals Council
  - xi. SSDI Federal Court
  - xii. SSDI Denied
- h. Data reporting requirements may change throughout the term of this agreement. Any new data requirements will be developed by the Department in collaboration with the Contractor.
- i. Demographic information may be collected if utilizing a manual referral.

**B. Reporting:** The Contractor shall collect and track program data and provide Eligible Participant information to CDHS monthly. The Contractor will enter appropriate services, milestones, and event information directly into CBMS.

**C. Evaluation:**

- a. Formal evaluation of the Disability Navigator Program is required by the state legislature. The Department shall provide evaluation, either through internal Department resources, or by contracting with an outside entity. The Contractor shall comply with all requirements needed to complete this evaluation, including timely data entry into CBMS and other project databases as required
- b. The Department may conduct informal evaluations of the Contractor at any time during the Contract's terms. Additionally, the Department has the right to inspect the Contractor's records at any reasonable time to assure compliance with and performance of the terms of the Contract and its Statement of Work. Any amounts the Contractor paid improperly shall be immediately returned to the Department or may be recovered in accordance with other remedies.

## 6. BUDGET/ ALLOCATION

**A. Allocation.** The Department shall allocate appropriated funds annually based on the number of counties choosing to participate in the State Fiscal Year and by each county's most recent annual AND-SO caseload data. The allocation will be pooled if counties choose to offer Disability Navigator services regionally, and the Fiscal Agent will be responsible for management of the region's pooled allocation.

**B. Budget.** The Contractor shall develop a Budget in collaboration with the Department. The sum total in the Budget for an allocation period shall not exceed the total Contract or Purchase Order amount. The Department may make recommended changes to the Budget based on experience with overseeing the Disability Navigator Program.

- a. The final Budget template shall be submitted within 30 days of the Contract effective date.
- b. After the Budget is finalized, line item shifts that result in a change to the percentage of funding expended on direct services require pre-approval from the Department in writing.
  - i. The Contractor shall submit changes to the Budget via email or written notice to the Department.
  - ii. The Department shall review written requests for deviations from the approved Budget within 7 business days and respond to the request within 14 business days. All change requests shall be based on actual or projected data. The Department may approve or deny requests.

**C. Spending Process.** The Contractor shall develop a process that ensures spending and considers redistribution of funds to maximize successful execution of the Disability Navigator Program.

**D. Supplanting.** The Contractor shall not use Disability Navigator Program funds to supplant other contracts/programs.

## 7. COMPENSATION, INVOICES, AND PAYMENT

**A. Compensation.** The Contractor shall be paid no more than the maximum amount outlined on the Contract cover page or purchase order document.

a. All reimbursements shall be made on a cost-reimbursable basis, based on actual expenditures.

**B. Payments.** The Contractor shall submit for payment of expenses incurred monthly through CFMS.

- a. The amount submitted for payment through CFMS shall coincide with expenses outlined in the Budget.

- b. Submission of expenses to CFMS, and subsequent payment, does not constitute acceptance by the Department, and shall not imply the acceptance or sufficiency of any work performed or deliverables submitted.
- c. Submission of expenses to CFMS should occur timely and be entered by the fifth (5th) of the month following service.
- d. The Department may work with the Contractor to clarify or correct any payments submitted through CFMS.
- e. The Department reserves the right to disapprove all or part of any costs of services that are not included in the Contract.
- f. If additional source documentation is required by the Department to clarify expenditures, it will be requested. The Contractor shall have 5 business days to provide the information and/or documentation requested.
- g. The Contractor shall be notified in email or writing by the Department of any exception to payments.
- h. The Department is not obligated to remit payment to the Contractor if they fail to submit their final expenses into CFMS by the fifth calendar day of July.

## **8. DUTIES AND OBLIGATIONS OF THE DEPARTMENT**

**A.** The Department shall notify the Contractor of any changes to State regulations governing the program.

**B.** The Department shall review spending levels, including actual and encumbered by the Contractor as compared to their initial amount of funding.

- a. The Department shall determine whether the Contractor is spending at a pace that will allow them to meet their budget and participation estimates. The Contract may be amended to reallocate funds accordingly.

**C.** The Department may increase or decrease the quantity of goods/services described in section/schedule/exhibit based upon the rates established in the Contract.

**EXHIBIT B-3**  
**Denver County**  
**BUDGET - SFY 2024**

**July 01, 2023 THROUGH June 30, 2024**

<b>BUDGET DETAIL</b>	<b>SFY22 Total</b>	<b>SFY23 Total</b>	<b>SFY24 Total</b>	<b>Total for all FY's</b>
Program service activities, staff training, and client-facing services necessary for administration of the Disability Navigator Program for Eligible Participants in the state AND-SO program.	\$ 642,010.82	\$ 579,397.27	\$557,186.76	\$ 1,778,594.85
<b>GRAND TOTAL</b>	\$ 642,010.82	\$ 579,397.27	\$ 557,186.76	\$ 1,778,594.85



Original CMS #172363

Holdover Letter CMS #183229

Holdover Letter eClearance #2307559

April 26, 2023

City and County of Denver

Jay Morein, Executive Director

1200 Federal Blvd.

Denver, Colorado, 80204

RE: Notice of Exercise of Holdover Provision/End of Term Extension

Dear Jay Morein,

You are hereby notified that in accordance with provision 2.D of contract routing number 22 IHGA 172363 between the State of Colorado, Department of Human Services, and the City and County of Denver, the State hereby exercises the holdover provision (otherwise referred to as "End of Term Extension") for a period not to exceed two months (Holdover Period), effective July 01, 2023, at the same rates and terms of the contract. During the Holdover Period, the maximum amount payable is \$96,566.21

If you have any questions or need additional information, please call Brenna Spang at (303) 827-5080.

Thank you,

DocuSigned by:  
*Barry J. Pardus*

E46BD69FC164462...

5/11/2023

Barry Pardus

Colorado Department of Human Services

1575 Sherman Street

Denver, Colorado, 80203

## **DELEGATION OF SIGNATURE AUTHORITY**

The Mayor, Jay Morein, or any other designee of the Mayor, are hereby authorized to execute documents on behalf of the City necessary to receive grant funds from the State of Colorado Department of Human Services, including a grant agreement, so long as the documents requiring the City authorized signature are executed or required by the State of Colorado Department of Human Services.

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

SOCSV-202160615-04  
Colorado Department of Human Services, Office of  
Economic Security

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:**

SOCSV-202160615-04  
Colorado Department of Human Services, Office of  
Economic Security

By: CO State will sign after execution of City amendment

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

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

ATTEST: [if required]

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

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

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