

REVIVAL AND FOURTH AMENDATORY AGREEMENT

THIS REVIVAL AND FOURTH AMENDATORY AGREEMENT is entered into this _____ day of 2011, by the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "City"), and REGENTS OF THE UNIVERSITY OF COLORADO, A BODY CORPORATE, ACTING ON BEHALF OF THE KEMPE CHILDREN'S CENTER, DEPARTMENT OF PEDIATRICS, UNIVERSITY OF COLORADO SCHOOL OF MEDICINE, whose business address is Anschutz Medical Campus, Building 500, Room W1126, 13001 East 17th Place, Post Office Box 6508, Aurora, Colorado 80045-0508 (the "Contractor").

RECITALS

A. The City and the Contractor entered into an Agreement dated October 17, 2006, as amended by an Amendatory Agreement dated December 4, 2007, a Second Amendatory Agreement dated February 10, 2009, and a Revival and Third Amendatory Agreement dated May 25, 2010, to provide evaluation of substance abuse treatment services (together, the "Agreement"). The CDFA number is 93.551.

B. The Agreement expired on September 30, 2010, and the Contractor has continued to provide services as described in more detail on Exhibit A-4.

C. The parties now wish to revive the Agreement, extend its term for another year, and modify other terms of the Agreement as set forth in more detail below.

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

1. Paragraph 2 of the Agreement, entitled "**TERM**", is amended to read as follows:
 - "2. **TERM**: The term of the Agreement is from October 1, 2006 to September 30, 2011."
2. Subparagraph A of Paragraph 3 of the Agreement, entitled "**Fees and Expenses**", is hereby deleted and restated to read as follows:
 - "A. **Fees and Expenses**: Subject to the provisions of Article 3.C. below, the Contractor agrees to accept as full compensation from the City under this Agreement, for completion of all the items of work contained in this Agreement and Exhibit A, A-1, A-2, A-3, and A-4 an amount not to exceed **Five Hundred Seventy Eight Thousand, One Hundred Ninety and 00/100 Dollars (\$578,190.00)** (the "Maximum Contract Amount"), to be used in accordance with the budgets contained in Exhibit A, A-1, A-2, A-3, and A-4."

DU-1025-D

3. Subparagraph D of Paragraph 3. entitled **Non-federal share match:**, is hereby deleted and restated to read as follows:

"D. Non-federal share match: The Contractor will supplement the Maximum Contract Amount with a match of Fifty-Nine Thousand Seven Hundred Fifty Six Dollars and 00/100 Cents (\$59,756.00) of eligible non-federal funds, fairly evaluated in accordance with applicable federal regulations or agency policies ("Match Requirement"). The Contractor, by signing this Agreement, attests that it will provide the Match Requirement through either an in-kind match or cash value match contribution, directly, from a non-Federal source of funding, under the following conditions: 1) The agency providing the funds cannot have a prohibition on its funding being used as a match for another grant; (2) Neither costs nor the values of in-kind contributions may count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another Federal grant agreement, a Federal procurement contract, or any other awards of federal funds; and (3) Costs and in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of the Contractor. These records must show how the value placed on the match contribution was derived.

Contractor is responsible for documenting and maintaining accurate fiscal records regarding its Match Requirement to the reasonable satisfaction of the City. The Contractor will include in its monthly invoices an itemized statement of all cash or other funds received by Contractor that will be used to satisfy Contractor's Match Requirement. The itemized statement will also list all contributions provided by the Contractor toward the Match Requirement and the total amount of all contributions applied to the Match Requirement as of the date of the report. The City reserves the right to withhold, adjust and/or reallocate payments under this Agreement whenever it determines that the Contractor's current spending is inconsistent with amounts and categories listed on Exhibit A, A-1, A-2, A-3, and, A-4 or if reports of non-federal share contributions, in whole or in part, are not provided by the Contractor on a timely basis. Every one of the Contractor's invoices and the itemized statement of non-federal share match shall be certified to be correct by an authorized representative of the Contractor and shall reference the Contract Control number of this Agreement as designated below on the City's Signature page."

4. All references to "...Exhibit A, A-1, and A-2..." shall be amended to read "...Exhibit A, A-1, A-2, and A-3, as applicable...". Exhibit A will be in effect from October 1, 2006 until September 30, 2007. Exhibit A-1 will be in effect from October 1, 2007 until September 30, 2008. Exhibit A-2 will be in effect from October 1, 2008 until September 30, 2009. Exhibit A-3 is hereby replaced and superseded in its entirety by Exhibit A-4. Exhibit A-4 will be in effect from October 1, 2009 until September 30, 2011. A copy of Exhibit A-4 is attached to this Revival and Fourth Amendatory Agreement and is incorporated herein by this reference.

5. Except as amended herein, the Agreement is revived, reaffirmed, and ratified in each and every particular.

6. This Revival and Fourth 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.

7. This Revival and Fourth Amendatory Amendment may be executed in two (2) counterparts, each of which is an original and constitute the same instrument.

8. Contractor consents to the use of electronic signatures by the City. This Revival and Fourth Amendatory Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement, as amended, solely because it or any amendment is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement or any amendment in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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IN WITNESS WHEREOF, the parties hereto have executed this Revival and Fourth
Amendatory Agreement as of the day and year first written above.

ATTEST:

CITY AND COUNTY OF DENVER:

By: _____
STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio
Clerk of the City and County of Denver

By: _____
MAYOR

RECOMMENDED AND APPROVED:

By: _____
Manager, Department of Human Services

APPROVED AS TO FORM:

DAVID R. FINE, Attorney for the
City and County of Denver

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance
Contract Control No. CE61304(4)

By: _____
Assistant City Attorney

By: _____
Auditor

"CITY"

ATTEST: [If required by Corporate procedures]

By: _____

Title: _____

REGENTS OF THE UNIVERSITY OF
COLORADO, A BODY CORPORATE,
ACTING ON BEHALF OF THE KEMPE
CHILDREN'S CENTER, DEPARTMENT
OF PEDIATRICS, UNIVERSITY OF
COLORADO SCHOOL OF MEDICINE
Taxpayer (IRS) I.D. No. 84-6000555

By: _____ 4/14/11

Name: _____ Christine Ahearn
(please print) Assistant Director
Office of Grants and Contracts

Title: _____

"CONTRACTOR"

Exhibit A-4



SCOPE of WORK

Colorado Systems Integration Model for Infants (C-SIMI) UCHSC/KEMPE

I. Purpose of Agreement:

The purpose of this agreement is the advancement of grant goals and objectives by the CSIMI Project Co-Director and staff and the Project Evaluation Team and staff based at UCHSC/Kempe. All work is in collaboration with the Principal Investigator (Dr. Kathryn Wells), the Director of Training and Replication, and DHS Project Director. Under this scope of work Kempe is responsible for the primary management of day-to-day grant operation and activities, the project evaluation, and collaborates in ensuring all grant requirements are completed.

II. Program Goals & Outcomes:

Goal	Outcome
Goal #1 The Kempe project director and project assistant will take primary responsibility for writing the semi-annual program narrative and PM O'Tool web based reporting required by ACYF. Any evaluation information is submitted in aggregate and no client identifying information is included.	Final Grant program narrative and evaluation report will be submitted to DHS by 3-31-2011 to assist in fulfilling the federal requirements.
Goal #2 Kempe will assist in finalizing the written model replication description. The replication plan is focused on the facilitation of community systems integration and the development of substance exposed newborn (SEN) policies specific to community by 02/01/2011.	Evaluation of replication site activities and data will be completed by 2/1/11
Goal #3 Kempe will assist in coordination with other local, state, and national grant programs to consolidate efforts to address the needs of SEN and their families as well as to enhance systems integration in this area.	Kempe and other C-SIMI staff will attend remaining bi-monthly Core team meetings, evaluation summary presentation, State SEN project meetings.
Goal #4 The Kempe evaluation team will continue data collection regarding SEN cases in the Ongoing Unit and we will continue to examine new reports of child maltreatment and re entry information for SEN cases in DDHS.	Final data will be presented to Core team and C-SIMI system integration partners symposium meeting by 3/1/11



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Goal #5

Contractor shall submit accurate and timely invoices in accordance to the requirements of this Agreement.

Invoices and reports shall be completed and submitted on or before the 15th of each month 100% of the time.

III. Services

- In addition to grants management, dissemination and replication activities, Dr. Little and staff will provide consultation on infant mental health, infant development and parent-infant interaction.
- Consultation from the evaluator and staff on evaluation methods and activities. This will include research design, research methods, development of data management systems and data analysis.
- The Kempe team will take the lead in scheduling and attending all meetings with collaborating agencies locally, statewide, and nationally.
- Kempe will assist in the continued liaison work with the state SEN sub-committee drawn from the State Methamphetamine Task Force. Kempe will assist in the specific work of developing state-wide recommendations to address policies around substance exposed newborns and pregnant women who actively use substances.
- On a state to state and/or national level Kempe will assist the C-SIMI principal investigator and DHS program director to lead and/or participate in using existing connections with state and national organizations to advance the response to SEN.
- The Kempe project director will lead the C-SIMI team in participation in a cross grantee program journal article to be published.
- The evaluator will oversee efforts to evaluate the CSIMI project and ensure that the evaluation plan is completed by 3/30/11. This includes evaluating the effectiveness of the clinical intervention (Baby Steps Team).
 1. Using data provided by the Colorado Department of Human Services Alcohol and Drug Abuse Division to measure access to and timeliness of substance abuse treatment for women served through this grant.
 2. Using administrative data from the Department of Human Services to measure the number of women who prematurely discontinue treatment for substance abuse, including those that withdraw while waiting to receive services.
 3. Using administrative data from the Department of Human Services to measure whether women served by the clinical intervention access services at a higher rate than those not served by the intervention.
 4. Using administrative data from the Department of Human Services to measure the number of women served by the clinical intervention who remain in community without relapse.
 5. Using administrative data from the Department of Human Services to measure whether the women served by the clinical intervention



SCOPE of WORK

- reentered the child welfare system at a lower rate than women who were not served by the intervention.
6. Using administrative data from the Department of Human Services to measure whether the women served by the clinical intervention gave birth to fewer subsequent substance exposed infants than women who were not served by the intervention.
 7. Measure the cost effectiveness of the services provided by the clinical intervention.
 8. Gathering and analyzing information relevant to the process of developing the program.

IV. Background Checks

Provide background checks for all current and prospective employees of Contractor, and/or any contractor 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 contractor 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

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.
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 in good general health. City & Provider have the right to contact the individual's physician.

C. Volunteers and students shall be:

1. Directly supervised by a paid and qualified staff member who shall be present at all times when the volunteer or student is working directly with or having direct contact with any child or children.
2. Oriented and trained in the culture of the Family to Family site, confidential nature of their work, and the specific job which they are to do, prior to assignment.

V. Reporting Requirements



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Report # and Name	Description	Frequency
Monthly Reports	Report will provide data for the prior month's activities.	Monthly on the 15 th
Match Reports	Report that describes the monthly match amount and the back up documentation that is associated with the match amount.	Due Monthly with associated invoice
Outcome and Expectations Reports	Contractor will demonstrate through their monthly reporting how outcomes and expectations are being achieved and through periodic meetings between City and Contractor. The Contractor will notate additional barriers to homelessness and work with the City and the ESPN through Denver Human Services to develop strategies to prevent homelessness.	Due Monthly with associated invoice
Program End 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.	Report shall be due within forty five (45) days of the expiration date of this contract.
4. 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.
Other reports as reasonably requested by the City.	To be determined (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. Budget line items that exceed the approved budget by the City must be submitted in writing to DHS Contracting Services detailing the requested change and must demonstrate the need. Budget modifications must be approved by the City prior to Contractor expending any funds.



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VII. Budget

Item A, below is the budget for year 2009/2010, amendment 3. Item B, the second budget below is an approved carryover from previous years, the term is 10/01/2010-03/01/2011.

A. 2009/2010 Amendment 3 Budget

Contractor Name: University of Colorado Regents
Contract Term: 10/01/2009-09/30/2010
Program Name: C-SIMI

Contact Name: Kim Pierpoint

Contract Number: CE61304-3

INDIRECT COSTS (not to exceed 50% of total budget):	BUDGET FY09-10	Matching FY09-10	Budget Narrative Justification
ADMINISTRATION			
Staffing			
Salary - Medical Specialist	\$15,383.00		Christina Little, PhD. Dr. Little will provide specialized expertise specific to infant mental health and assessment. She will help develop and manage the implementation phase of this project. She will work closely with Dr. Wells to ensure the project objectives are met within budget and on time. She will provide these services on a 20% time basis. Salary: \$15,383 + Fringe \$4,615 = \$19,998
Salary - Fringe	\$4,615.00		
Salary - Medical Specialist	\$20,115.00		
Salary - Fringe	\$6,034.00		
Salary - Specialist	\$37,131.00		
Salary - Fringe	\$11,140.00		
Salary - Medical Specialist		\$8,800.00	
Salary - Specialist		\$4,000.00	
Salary - Specialist		\$8,872.00	William Betts, PhD Dr. Betts will provide expertise in service evaluation for this phase on a 30% time basis. Salary: \$20,115 + Fringe \$4,615 = \$26,149
Sub-Total (Staffing)	\$94,418.00	\$21,672.00	
Other Administrative Costs			Vong Luangthaxay: Professional research assistant works with Drs Wells, Little and Betts with data collection, project evaluation and monitoring on a 100% time basis. Salary \$37,131 + Fringe \$11,140 = \$48,271
			UCHSC fringe benefits are 30% of salaries.
Sub-Total (Other Costs)	\$0.00		
FACILITIES (not to exceed 26% of total budget)			
General Operating and Overhead Costs			
Administrative - Fees	\$24,549.00		UCHSC F & A: \$24,549 The F&A rate for this project is 26%. The Kempe Center will provide specialized services to Denver Department of Human Services and Denver Health and Hospital Authority to direct the implementation and evaluation of the plan as required by the Colorado System Integration Model for Infants Grant.
Administrative - Fees		\$3,328.00	
Sub-Total (Facilities)	\$24,549.00	\$3,328.00	
Total Indirect Costs (not to exceed)	\$118,967.00	\$25,000.00	
DIRECT COSTS			
Staffing			
			Match: \$16,128
			Robert Clyman, M.D., .04% FTE, \$8,800
Sub-Total (Staffing)	\$0.00	\$0.00	Kim Pierpoint, .04% FTE, \$4,000
			F&A Match \$3,328
Client Services			Match: \$8,872
			Kathryn Well, M.D. .05% FTE, \$8,872
Sub-Total (Client Service):	\$0.00	\$0.00	Indirect Charges DHS federally approved Indirect Cost Rate at 14%; \$30,700
Total (Direct Services):	\$0.00	\$0.00	
TOTAL BUDGET (Total Indirect and	\$118,967.00	\$25,000.00	

The Narrative must outline and clearly describe all items associated with each line item, the rationale and methodology used to establish the fees, cost allocations, and calculations associated with the funded program.



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B. 2010/2011 Amendment 4 Carryover Budget

Kempe Center for the Prevention and Treatment of Child Abuse and Neglect Colorado - Systems Integration Model for Infants 10/1/10 - 9/30/11 Carryover from previous years									
Personnel			Annual Salary	% effort on Project	Salary	FB Rate	Benefits	Total	
Project Director	Christina Little, Ph.D	6 mos (Oct-Mar)	\$ 74,675	2%	\$ 747	29%	\$ 217	\$ 963	
Program Evaluator	William Betts, Ph.D	4 mos (Oct-Jan)	\$ 71,171	15%	\$ 3,559	29%	\$ 1,032	\$ 4,591	
Program Evaluator	William Betts, Ph.D	2 mos (Feb-Mar)	\$ 71,171	5%	\$ 593	29%	\$ 172	\$ 765	
Evaluation Assistant	CeCe Liang	4 mos (Oct-Jan)	\$ 40,000	45%	\$ 6,000	29%	\$ 1,740	\$ 7,740	
Research Assistant	Vong Luanghaxay	6 mos (Oct-Mar)	\$ 35,700	100%	\$ 17,850	29%	\$ 5,177	\$ 23,027	
Total Personnel					\$ 28,748		\$ 8,337	\$ 37,085	
Total Direct Costs								\$ 37,085	
UCHSC F&A @ 26%								\$ 9,642	
Total								\$ 46,728	