

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **FAMILY STAR, INC.**, a Colorado not-for-profit corporation, a political subdivision of the State of Colorado (the “Contractor”), jointly “the parties.”

RECITALS

A. The Parties entered into an Agreement dated April 30, 2020, and a First Amendatory Agreement (collectively the “Agreement”) for the performance of certain work set forth in that Agreement and Exhibit A thereto; and

B. The Parties wish to amend the Agreement to increase the Amount.

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

1. All references to “Exhibit A” and “Exhibit B” in the existing Agreement shall be amended to read: “Exhibit A, Exhibit A-1 and Exhibit A-2, as applicable.” The Scope of Work marked as Exhibit A-2 is attached hereto and incorporated herein by this reference.

2. Section 7.D. of the Agreement entitled “Maximum Contract Amount” is amended to read as follows:

“(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FIVE HUNDRED SIXTY-ONE THOUSAND NINE HUNDRED SEVENTY-ONE DOLLARS AND ZERO CENTS (\$561,971.00)** (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, Exhibit A-1, and Exhibit A-2 as applicable**. Any services performed beyond those in **Exhibit A, Exhibit A-1, and Exhibit A-2, as applicable** are performed at Contractor’s risk and without authorization under the Agreement.”

3. Section 7.F. of the Agreement entitled “Non-Federal Share Match” is amended to read as follows:

“The Contractor will contribute a match of at least twenty percent (20%) of the Maximum Contract Amount from non-federal funds through cash or in-kind contributions of services or property. Values for non-federal in-kind contributions of services and property will be established in accordance with applicable federal law, regulations, cost principles, or as otherwise determined by an appropriate federal agency. Contractor’s total non-federal match contribution (cash and in-kind services or property) under this Agreement will be at least **ONE HUNDRED TWENTY-ONE**

THOUSAND NINE HUNDRED FIFTY-FIVE DOLLARS AND ZERO CENTS (\$121,955.00) as set forth in more detail in **Exhibit A-1**. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the non-federal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City of both Contractors' non-federal share contributions and the contributions of Subdelegates and any Vendor designated by the Director. Such contributions will be recorded on each expenditure variance report and in written reports forwarded to the City on a monthly basis. Each monthly report will list all contributions provided by Contractor and/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report.”

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: MOEAI-202056406-02 Legacy: 202054135
Contractor Name: FAMILY STAR INC

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:

MOEAI-202056406-02 Legacy: 202054135
FAMILY STAR INC

By:  _____
27BF3EFFF7F456...

Name: Angela Durlin
(please print)

Title: Head Start Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-2

Family Star Inc.
Head Start Grant Application #08CH010552
Project Period 7/1/18 through 6/30/2023
Budget Period 7/01/20 through 6/30/21
AMENDMENT #2: COLA, QI, COVID19 one-time

COLA and QUALITY IMPROVEMENT

Family Star will utilize COLA to increase all HS staff salaries by 2% as designated by the Office of Head Start. The COLA increase is a permanent increase of 2% to the overall salary structure. Quality Improvement funds will support the continuance of Family Star's commitment to becoming a trauma-informed program as well as support staff retention and satisfaction. Family Star will designate the funds in a two-pronged approach that includes Montessori Coaching and Trauma Informed training and Reflective Consultation.

BUDGET NARRATIVE:

PERSONNEL:					Narrative (Supplemental COLA & QI)
Child Health and Development Services Personnel	Cost for Program Option (Federal Share)	Cost for Training and Technical Assistance	Non-Federal Share	Number of Employees	
Content Area Coordinators: School Directors / Mental Health / Disabilities Coordinator, Data, Health Coordinator / Nutrition Manager / Education Director	\$18,092	\$0	\$11,102	5.00	Program managers and Staff members (Center Team) are allocated a permanent COLA increase of 2% and QI improvement to include Montessori Coach & team to improve classroom quality.
Teachers	\$8,040	\$0	\$2,010	12.00	5 Lead Teachers @ 50% of salaries and 7 Teachers @ 50% of salaries are allocated a permanent 2% COLA increase

Teacher Aides	\$1,709	\$0	\$427	4.00	4 teacher aides @ 50% of salaries are allocated a permanent 2% COLA increase
<i>Personnel: Child Health and Developmental Services Personnel Sub-Total</i>	\$27,841	\$0	\$13,539	22.00	
Family and Community Partnerships Personnel	Cost for Program Option	Cost for Training and Technical Assistance	Non-Federal Share	Number of Employees	
Home Visitor and Program Support	\$1,328	\$0	332	2.00	Parent Educator for 8 EHS Expansion slots & program support are allocated a permanent 2% COLA increase
Child & Family Advocate & Family Service Manager & Recruitment Enrollment Coordinator	\$780	\$0	\$195	5.00	1 Recruitment & Enrollment Coordinator, 3 Child Family Advocate and 1 Family Service Manager @ 22% allocation are allocated a permanent 2% COLA increase
<i>Personnel: Family and Community Partnerships Personnel Sub-Total</i>	\$2,108	\$0	\$527	7.00	
Program Design and Management Personnel	Cost for Program Option	Cost for Training and Technical Assistance	Non-Federal Share	Number of Employees	
Executive Director/HS Director and Other GA Staff	\$259	\$0	\$65	6.00	Executive Director @ HS Director and other GA staff @ 2% of salaries are allocated a permanent 2% COLA increase

Fringe Benefits: Social Security (FICA), State Disability & FUTA	\$408	\$0	\$102	\$259	Fringe at 21% of salaries are allocated a permanent 2% COLA increase
PERSONNEL & FRINGE TOTAL	\$30,616	\$0	\$14,233	35.00	
CONTRACTUAL:	Cost for Program Option	Cost for Training and Technical Assistance	Non-Federal Share	Number of Employees	
Food Service Supplies	\$0	\$0	\$0		
Training and Technical Assistance	\$0	\$0	\$0		
Mental Health Consultants	\$20,323	\$0	\$251		Efforts and activities including reflective consultant practice that help incorporate a trauma-informed approach that will support children, families and staff impacted by adverse experiences.
CONTRACTUAL TOTAL	\$20,323	\$0	\$0	0.00	
OTHER:	Cost for Program Option	Cost for Training and Technical Assistance	Non-Federal Share	Number of Employees	
Training for Staff Development	\$6,997	\$0	\$0		Initial and ongoing Trauma Informed training.
OTHER TOTAL	\$6,997	\$0	\$0	0.00	
GRAND TOTAL:	\$57,936	\$0	\$14,484	35.00	57,936

This request represents HS COLA in the amount of \$6,198, EHS COLA in the amount of \$2,400 and QI in the amount of \$49,338, which totals to the amount of \$57,936 (Federal Share).

COVID19 ONE-TIME FUNDS

The one-time COVID19 supplemental funds provided by Denver Great Kids Head Start, via the Office of Head Start, will allow Family Star to fund the following items to support children and families under the category of essential technology and essential supplies:

- **VPN access** to shared documents from the Family Star network for remote working
- **Family Star issued computers and phones** for select staff to complete work tasks and contact families during closure and to support remote working.
- **Communication computer application** to send notifications to families about emergency closures as well as attendance (when the school re-opens)
- **Printer/Scanner devices** for staff who are required to work remotely and gather/submit paperwork for families
- **Loaner Ipad devices and headphones** for children to continue receiving services virtually as relevant
- **Essential Supplies** - diapers, wipes, formula for families and cleaning and safety supplies for staff
- **Staff Salaries** - the pandemic has required our Health and Nutrition Manager to step into a more critical role for creating and overseeing policies and procedures as well as managing time-sensitive health decisions pertaining to COVID19. This has required a higher level of risk, responsibility, time and effort. Additionally, there has been a need for temporary staff to support coverage in the classroom as our illness exclusion protocol is more stringent.

BUDGET NARRATIVE:

Budget and Budget Narrative

PERSONNEL:					Narrative (BASE)
Child Health and Development Services Personnel	Cost for Program Option	Cost for Training and Technical Assistance	Non-Federal Share	Number of Employees	
temporary staff	\$17,303.00	\$0.00	\$0.00	4.00	temporary labor to cover additional absences related to more stringent illness exclusion protocol.

COVID health and safety director	\$5,500.00	\$0.00	\$0.00	1.00	Temporary responsibility for COVID policies/procedures, critical decisions for the health/safety for the program
PERSONNEL TOTAL	\$22,803.00	\$0.00	\$0.00	1.00	
SUPPLIES:	Cost for Program Option	Cost for Training and Technical Assistance	Non-Federal Share	Number of Employees	
Essential Supplies	\$7,000.00	\$0.00	\$0.00	0.00	Diapers, wipes, formula for families in crisis during COVID19. CHARGE TO EHS COVID ONE TIME FUNDS.
SUPPLIES TOTAL	\$7,000.00	\$0.00	\$0.00	0.00	
CONTRACTUAL:	Cost for Program Option	Cost for Training and Technical Assistance	Non-Federal Share	Number of Employees	
IT Consultants: Computers	\$21,000.00	\$0.00	\$0.00		\$12,000 laptops for staff to work remotely, \$4,500 for classroom staff laptops to use in classroom/for professional development supporting virtual mtgs/therapy, \$3,500 for remote VPN access to the server and \$1000 for Zoom licenses
CONTRACTUAL TOTAL	\$21,000.00	\$0.00	\$0.00	0.00	

OTHER:	Cost for Program Option	Cost for Training and Technical Assistance	Non-Federal Share	Number of Employees	
Database parent portal	\$2,500.00	\$0.00	\$0.00		\$2,500 for parents to complete/submit documents electronically
IT Tech: devices	\$12,134.00	\$0.00	\$0.00		\$2,000 printer/scanners/ink, \$10,134 for IPAD/headphone loaners for children/families.
IT Tech: Phones & Communication Software	\$8,716.00	\$0.00	\$0.00		\$350 emergency communication application with families across all modalities; \$8366 Remote Staff Communication (phones, hotspots, etc.) \$5366 CHARGED TO EHS COVID ONE TIME FUNDS.
OTHER TOTAL	\$23,350.00	\$0.00	\$0.00	0.00	
BUDGET REQUEST GRAND TOTAL:	\$74,153.00	\$0.00	\$0.00	0.00	74,153.00