

## REVIVAL AND THIRD AMENDATORY AGREEMENT

**THIS REVIVAL AND THIRD AMENDATORY AGREEMENT** is entered into this \_\_\_\_\_ day of 2010, 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 17<sup>th</sup> 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 and a Second Amendatory Agreement dated February 10, 2009, to provide evaluation of substance abuse treatment services (together, the "Agreement"). The CDFA number is 93.551.

B. The Agreement expired on September 30, 2009, and the Contractor has continued to provide services as described in more detail on Exhibit A-3.

C. The parties now wish to revive the Agreement, extend its term for another year, and increase the total amount of compensation to be paid to the Contractor for such extended term.

**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, 2010."

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, and A-3, an amount not to exceed **Five Hundred Thirty-One Thousand, Four Hundred Sixty-Two and 00/100 Dollars (\$531,462.00)** (the "Maximum Contract Amount"), to be used in accordance with the budgets contained in Exhibit A, A-1, A-2, and A-3."

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3. Subparagraph B of Paragraph 3 of the agreement, entitled "**Invoices**", is hereby deleted and restated to read as follows:

" **B. Invoices:** Funds will be disbursed in appropriate monthly increments upon receipt and approval of Contractor's monthly invoices. Contractor's invoices will include the "Detail for Project" report that lists all transactions for the work being performed. Contractor will also provide a spreadsheet for each billing period that lists salary, benefits and the %FTE for each individual on the grant or at a minimum a simple explanation that will document that the individual worked at the correct FTE. Invoices shall include a certification by the AR Accountant that to the best of the Accountant's knowledge the invoice amount is accurate.

Invoices submitted for payment must be mailed to the Agency within thirty (30) days following the month for which reimbursement is being sought. The Final Invoice must be submitted within thirty (30) calendar days of the date of expiration or earlier termination of the contract. Invoices submitted for services rendered after such deadline must be accompanied by a justification for the late submission. All invoices are due and payable within thirty (30) calendar days of the invoice date.

Any required performance reports will be submitted separately from the invoices and directly from the Principal Investigator and/or his/her department. Budget line item adjustments must be approved by the Manager in advance and no line item adjustment will cause the total budget to exceed the Maximum Contract Amount."

4. 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, or A-2 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."

5. 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 will be in effect from October 1, 2009 until September 30, 2009. A copy of Exhibit A-3 is attached to this Revival and Third Amendatory Agreement and is incorporated herein by this reference.

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

7. This Revival and Third Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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

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

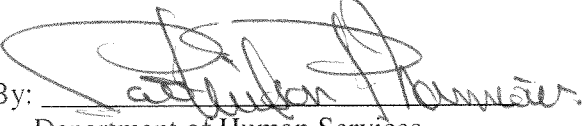
**ATTEST:**

**CITY AND COUNTY OF DENVER:**

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

By: \_\_\_\_\_  
M A Y O R

**RECOMMENDED AND APPROVED:**

By:   
Department of Human Services

**APPROVED AS TO FORM:**  
DAVID R. FINE  
CITY ATTORNEY for the City and County of Denver

**REGISTERED AND COUNTERSIGNED:**

By: \_\_\_\_\_  
Manager of Finance

By: \_\_\_\_\_  
Assistant City Attorney

Contract Control No. **CE61304(3)**

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

**"CITY"**

**ATTEST:** [If required by Corporate procedures]

**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. ~~84-600555~~ **846000555**

By: 

By:   
Harlan L. Ray

Title: \_\_\_\_\_

Name: Contracts Manager  
(please print) Grants and Contracts

Title: \_\_\_\_\_

**"CONTRACTOR"**

**Exhibit A-3**