

REVIVAL AND THIRD AMENDATORY AGREEMENT

THIS REVIVAL AND THIRD AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **SAVIO HOUSE**, a Colorado Nonprofit Corporation, whose address is 325 King Street, Denver, CO 80219 (the “Contractor”), individually a “Party” and collectively the “Parties.”

RECITALS

WHEREAS, the Parties entered into an Agreement dated December 7, 2021, an Amendatory Agreement dated July 8, 2022, and a Second Amendatory Agreement dated November 4, 2022 (the “Agreement”) to undertake, perform, and complete all of the services set forth in *Exhibit A*, *Exhibit A-1*, and *Exhibit A-2*, the Scope of Work, to the City’s satisfaction.

WHEREAS, the Parties now wish to revive and modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Section **2** of the Agreement, titled “**TERM**,” is amended to read as follows:

“**2. TERM:** The Agreement will commence on October 1, 2021, and will expire on September 30, 2024, (the “Term”). Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date, and the Term will extend until the work is completed or earlier terminated by the Executive Director.”

2. Section **3.a.** of the Agreement, titled “**COMPENSATION AND PAYMENT**,” subsection titled **Fees/Rates and Expenses** is amended to read as follows:

“**3.a.** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement an amount not to **SIX HUNDRED EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$608,000.00)** (the “**Maximum Contract Amount**”), to be used in accordance with the budget contained in *Exhibits A, A-1, A-2* and *A-3*. Amounts billed may not exceed the fees/rates set forth in *Exhibits A, A-1, A-2* and *A-3*. The Contractor certifies the budget line items in *Exhibits A, A-1, A-2* and *A-3* contain reasonable allowable direct costs and allocable indirect costs in accordance with 2 C.F.R., Subpart E.”

3. Section **9** of the Agreement, titled “**EXAMINATION OF RECORDS/AUDIT**”

REQUIREMENTS,” is deleted and replace with the following:

“**9. EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.”

4. Section **11** of the Agreement, titled “**DEFENSE AND INDEMNIFICATION,**” is deleted and replaced with the following:

“**11. DEFENSE AND INDEMNIFICATION:**

(a) To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Contractor or the Contractor’s agents, representatives, subcontractors, or suppliers (“Claims”). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

(b) Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed

and even if Contractor is not named as a Defendant.

(c) Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

(d) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

(e) This defense and indemnification obligation shall survive the expiration or termination of this Agreement."

5. Section 24(q) of the Agreement, titled "**No Discrimination in Employment (City Executive Order No. 8)**," is hereby deleted in its entirety and replaced with:

"24(q). [RESCINDED.]"

6. Section 24(s) of the Agreement, titled "**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THIS AGREEMENT**," is hereby deleted in its entirety and replaced with:

"24(s). [RESCINDED.]"

7. Section 37 of the Agreement, titled "**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THIS AGREEMENT**", is hereby deleted in its entirety and replaced with:

"37. [RESCINDED.]"

8. Effective upon execution, all references to *Exhibit A, Exhibit A-1, and Exhibit A-2*, in the existing Agreement shall be amended to read *Exhibits A, A-1, A-2 and A-3* as applicable. The Scope of Work marked as *Exhibit A-3* is attached hereto and incorporated herein by this reference.

9. This Third Amendatory Agreement is not 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.

10. Except as amended in this third Amendatory Agreement, the Agreement is affirmed and ratified in each and every particular.

EXHIBITS

Exhibit A-3 Scope of Work

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
[SIGNATURE PAGE TO FOLLOW]**

Contract Control Number: SOCSV-202370312-03, 202160466-03 Alfresco
Contractor Name: SAVIO HOUSE

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-202370312-03, 202160466-03 Alfresco
SAVIO HOUSE

DocuSigned by:
Norma Aguilar-Dave
By: 819EF6429F4149F...

Norma Aguilar-Dave
Name: _____
(please print)
Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



**EXHIBIT A-3
SCOPE OF WORK
SAVIO HOUSE
SOCSV-202370312-03**

I. Purpose of Agreement

The Child Welfare Division (Youth and Community Support Services) of Denver Human Services (DHS) is part of a collaboration known as The Denver Collaborative Partnership (DCP). The purpose of the contract is to establish an agreement and Scope of Work between Denver Human Services (DHS) and Savio House, under which Savio House will provide monthly fiscal oversight to DCP, so the DCP can provide intensive case management services for at risk families in Denver County, with the goal of keeping youth in their homes, preventing out of home placement, and effectively transitioning children from out of home placement back home. Effective and efficient operation of the DCP may lead to the provision of more appropriate and effective delivery of services to the children and families of Denver County.

II. Services to be Provided

The Denver Collaborative Partnership will direct client contact, resource development, supportive services and ability to mitigate safety concerns and secure safety in the home. Length of services are based on the family's needs.

The following core components of the intensive case management/family preservation program model will be provided by the Denver Collaborative Partnership, with fiscal oversight by Savio House, via resources that include: (1) evidence based or an innovative practice; (2) provision of community/home-based intensive case management for up to 50 hours per family (including the following characteristics: one assigned case manager, development of an individualized case plan based on family's strengths, services reflect trauma-informed care principals); (3) intensive outreach and support to families; (4) use of a multi-disciplinary team (case management, mental health, etc.); (5) service coordination between Denver Human Services, Juvenile Justice agencies, schools, the provider, mental health support and the family; (6) family advocacy, working alongside the parents in navigating and educating parents about the various systems and (7) small caseloads. All programming will be strengths-based, family-directed and culturally sensitive/responsive.

As part of the PSSF program, Denver Collaborative Partnership will meet the family where they are and most comfortable such as in their home, community or any other place the family prefers, take detailed notes and ensure prompt communication with the other professionals involved (DHS Caseworker, Probation/Diversion Officer, Pre-trial Case Manager, Guardian Ad Litem, Public Defender, etc.), attend relevant appointments, staffing and court dates and work with families around aftercare planning.

Denver Collaborative Partnership shall provide or make connections to the following:



**EXHIBIT A-3
SCOPE OF WORK
SAVIO HOUSE
SOCSV-202370312-03**

1. Connecting with professionals.
2. Connection with community resources.
3. Achieve and maintain stability in home.
4. Mentoring and coaching.
5. Utilize skills in trauma informed practices.
6. Transportation assistance as needed.
7. Attendance to all relevant and important appointments with families as needed.
8. Connecting families with professionals in the community that provide specific services that are identified as a need for the family (as needed).
9. Liaison and advocacy services for families.
10. Various educational services for families.
11. Crisis intervention.
12. Prompt communication with caseworkers.
13. Have knowledge and ability to work with developmentally delayed parents and children.
14. Have knowledge of how to work with teens and can provide training around teens and trauma.
15. Ability to deal with various cultural dynamics and languages (bi-lingual programming).
16. A focus around empowerment and obtaining and sustaining self-sufficiency.
17. Work with families around aftercare planning.
18. Financial literacy.
19. Provide intensive case management services to families to prevent out of home placement and further system involvement.
20. In partnership with community-based providers, will provide an array of services to include the following service components: intensive wraparound case management services, (including family advocate services), pro-social activities and parenting education and supports.

III. Process and Outcome Measures

A. Process Measures

20-40 families will receive comprehensive, intensive case management services for 12 months, including access to supportive services that address their protective factors.



**EXHIBIT A-3
SCOPE OF WORK
SAVIO HOUSE
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B. Outcome Measures

1. 100% of families shall complete the worksheet and CFSA. The CFSA and worksheet information shall be shared with the families and referral source.
2. 100% of enrolled families shall receive intensive case management services in their home.
3. 100% of enrolled families shall receive referral to services designed to strengthen their protective factors.
4. 90% of enrolled families shall participate in a Individualized Service and Support Team (ISST).

IV. Performance Management and Reporting.

A. Performance Management

Monitoring will be performed by the program area and other designated DHS staff throughout the term of the agreement. Contractor may be reviewed for:

1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
2. **Contract Monitoring:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. Financial Services, in conjunction with the DHS program area and other designated DHS staff, will provide performance monitoring and reporting reviews. DHS staff will manage any performance issues and will develop interventions to resolve concerns.
3. **Compliance Monitoring:** Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards and policies.
4. **Financial Monitoring:** Will ensure that contracts are allocated and expended in accordance with the terms of the agreement. Contractor is required to provide all invoicing documents for the satisfaction of Financial Services. Financial Services will review the quality of the submitted invoice monthly. Financial Services will manage invoicing issues through site visits and review of invoicing procedures.

B. Reporting

The following reports shall be developed and delivered to the City as stated in this section.



**EXHIBIT A-3
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Report and Name	Description	Frequency	Reports to be sent to:
1.Salesforce	Provider staff will perform consistent and accurate data entry on the following information: <ul style="list-style-type: none"> • Referral source and referral • Eligibility criteria • All contacts (face to face and non-face to face) and outreach • Intake form within 3 days of referral • Referral closure with reason • Open PSSF service, Intensive Case Management, if eligible • CFSA2 pre/post/and follow ups • Any additional assessment tools used • Family/child Goals and outcomes • Use of flex funding 	Within five days of completing a task.	Provider will be trained and provided technical support on the use of the Salesforce database by the state PSSF contractor.
2.Data and outcomes	Data will document # of families and children served. Outcomes will document specific outcomes of each family.	Within five days of completing a task.	Data will be maintained within the State's Salesforce system.
3.Program Evaluation and Mid-year Report	Provider staff will complete the State's mid-year narrative report	Mid-year	Submit mid-year narrative report to the State and mid-year send copy to the Program Manager, Erin.Stremming@denvergov.org



**EXHIBIT A-3
SCOPE OF WORK
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4. Provider Annual Report	Provider staff will complete the State's narrative annual report	To be submitted at the in accordance with the State's due date.	Submit annual narrative report to the State and send copy to the Program Manager, Erin.Stremming@denvergov.org
5. Language Access Plan	The purpose of this document is to establish an effective plan and protocol for the agency to follow when providing services to, or interacting with, individuals who have limited English proficiency.	December 31, 2023	Erin Stremmin@denvergov.org

V. DHS funding information:

- A. Program Name: PSSF**
- B. Funding Source: Federal Funding**

VI. Budget:

Invoices and reports shall be completed and submitted on or before the 15th of each month following the month services were rendered 100% of the time. Contractor shall use DHS' preferred invoice template, if requested. Invoicing supporting documents must meet DHS requirements.

The September invoice/all invoices for this contract shall be submitted by no later than October 5, 2023.

Invoices shall be submitted to: DHS_Contractor_Invoices@denvergov.org or by US Mail to:

Attn: Financial Services
Denver Human Services
1200 Federal Boulevard
Denver, Colorado 80204



**EXHIBIT A-3
SCOPE OF WORK
SAVIO HOUSE
SOCSV-202370312-03**

Provider: Savio House Contract Number: 2021-60466-03 Alfresco, 2023-70312-03 Jaggaer Fiscal Term: 10/1/2023 – 9/30/2024 Contract Term: 10/1/2021-9/30/2024 Funding: Promoting Safe and Stable Families		
Family Advocates Salary	\$70,401	Multiple full and part time positions that are billed at actual costs. Leave payouts when an employee separates from their job will only be allowed if an employee was hired specifically for this program and all of their accrued leave was from this program. DHS will pay the cost of leave (PTO, vacation, sick, holidays).
Family Advocates Fringe	\$19,712	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost. Fringe includes employer portion of the following items: payroll taxes (Social Security, Medicare, Federal unemployment, and state unemployment) insurance (medical, dental, vision, disability, and workers comp), pension or retirement plans, and parking (parking will be paid based on actual usage and not prepaid).
Case Coordinator Salary	\$56,270	The Case Coordinator will be working full-time. To be reimbursed at cost. Leave payouts when an employee



**EXHIBIT A-3
SCOPE OF WORK
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		separates from their job will only be allowed if an employee was hired specifically for this program and all of their accrued leave was from this program. DHS will pay the cost of leave (PTO, vacation, sick, holidays).
Case Coordinator Fringe	\$17,453	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost. Fringe includes employer portion of the following items: payroll taxes (Social Security, Medicare, Federal unemployment, and state unemployment), insurance (medical, dental, vision, disability, and workers comp) and pension or retirement plans and parking (parking will be paid based on actual usage and not prepaid).
Therapy/Services not covered by Medicaid	\$12,063	Savio Management Group, on behalf of DCP, will subcontract with providers who will be offering therapy/services not covered by Medicaid that are essential to preserving and maintaining family stability. These could include community-based services, therapeutic services for clients and families, mentoring, etc. This list is not all inclusive and any service not included on this list would require written pre-approval from the Program



**EXHIBIT A-3
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		Manager and Financial Services Division (FSD).
Travel & Training	\$1,000	Approved travel costs generally associated with program-related travel and training. This includes reimbursement of personal vehicle mileage (not to exceed the standard IRS rate at the time of travel), airfare, public transportation, ride share services, and toll costs associated with program-related travel, as well as hotel/motels and meals. Expenses should be the most economical available and airfare will include only one checked baggage. Tips are capped at 20% and contractor should follow General Services Administration (GSA) travel guidelines for travel costs (GSA.gov).
Office Supplies	\$250	Program-related materials include office supplies, materials, computers, directly used for PSSF program. Reimbursed at actual documented costs.
Staff Cell Phones	\$1,700	Cell phone service for program staff, to be reimbursed at cost.
Client Support Services	\$2,969	Client Support Services to include the following: personal care items (adult & child), school supplies, equipment necessary for school or sports, food supplies, child care supplies,



**EXHIBIT A-3
SCOPE OF WORK
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		housing assistance, utilities, cell phone expenses, house hold items and cleaning supplies, clothing costs, recreation expenses, and automotive costs (i.e. costs to repair car, registration fees, insurance: DHS will not prepay insurance), bus passes or other transportation costs and assistance obtaining tutoring/GED related training/education. To be reimbursed at cost.
Total Direct Costs	\$181,818	
Indirect Costs	\$18,182	10% of Direct Costs
TOTAL BUDGET	\$200,000	

Contract Summary of Amounts:

Contract Version	Fiscal Term	Previous Amount	Additional Amount	New Contract Total
Base	10/1/2021-9/30/2022	\$200,000	\$0	200,000
1st Amendment	10/1/2021-9/30/2022	\$2000,000	\$8,000	\$208,000
2nd Amendment	10/1/2022-9/30/2023	\$208,000	\$200,000	\$408,000
3rd Amendment	10/1/2023-9/30/2024	\$408,000	\$200,000	\$608,000