

AMENDATORY AGREEMENT

THIS 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 **CLAYTON EARLY LEARNING, TRUSTEE, GEORGE W. CLAYTON TRUST**, a Colorado not-for-profit corporation, whose address is 3801 East Martin Luther King Boulevard, Denver, Colorado 80205 (the “Contractor”) collectively “the parties”.

RECITALS:

A. The City and Contractor entered into an Agreement dated May 25, 2016, to provide comprehensive Head Start services for program year 2016-2017 (the “Agreement”).

B. The City and the Contractor wish to amend the Agreement to increase the Maximum Contract Amount to be paid to the Contractor and increase the total amount of non-federal share to be provided by the Contractor under the Agreement.

The Parties agree as follows:

1. All references in the Agreement to Exhibit B are amended to read as Exhibits B and B-1, as applicable. The budget marked as Exhibit B-1 is attached and incorporated into the Agreement by this reference. Effective as of July 1, 2016, Exhibit B-1 will supplement Exhibit B and payment under the Agreement will be made in accordance with Exhibit B and B-1.

2. All references in the Agreement to Exhibit D are amended to read as Exhibits D and D-1, as applicable. The document marked as Exhibit D-1 is attached and incorporated into the Agreement by this reference. Effective as of the date of this Amendatory Agreement as written on the City’s signature page below, Exhibit D-1 will replace and supersede Exhibit D in all respects.

3. Subparagraph D. (1). of Article 7, entitled “**Maximum Contract Amount**”, is amended by deleting and replacing it with the following:

“D. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **One Million Four Hundred Fifty Thousand Seventy-One Dollars and Zero Cents (\$1,450,071.00)** (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. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the Agreement."

5. Subparagraph F of Article 7, entitled "**Non-Federal Share Match**" is amended by deleting and replacing it with the following:

"F. Non-Federal Share Match. The Contractor will provide its proportionate share of non-federal funds through cash or in-kind, fairly evaluated, contributions. The phrase "fairly evaluated" referenced in the preceding sentence will be interpreted in accordance with 45 C.F.R. Part 74.23 and/or 45 C.F.R. Part 92.24 as well as any other applicable federal regulations pertaining to match and cost sharing requirements for the Head Start program. Contractor's contribution under this Agreement will be **Three Hundred Sixty-Two Thousand Five Hundred Eighteen Dollars and Twenty Five Cents (\$362,518.25)** as set forth in more detail in Exhibit B and B-1, as applicable. 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 nonfederal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City 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. The City reserves the right to withhold, adjust and/or reallocate subsequent Grant funds whenever it determines that Contractor's current spending is inconsistent with amounts and categories listed on Exhibit B and B-1, as applicable, the purposes identified in Exhibit A, or if reports of nonfederal share contributions, in whole or in part, are not provided by Contractor on a timely basis."

6. This 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.

7. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

END

SIGNATURE PAGES AND EXHIBIT B-1 AND D-1 FOLLOW THIS PAGE

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: MOEAI-201626973-01

Contractor Name: CLAYTON EARLY LEARNING TRUSTEE

By: Charlotte M. Brantley

Name: Charlotte M. Brantley
(please print)

Title: President and CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit B-1

CLAYTON EARLY LEARNING
HEAD START DELEGATE 08CH1119-001
Head Start Funding Increase FY 2016-17 Application and Budget Narrative

Clayton Early Learning requests supplemental funds in the amount of \$25,246 to be used in accordance with Program Instruction ACF PI-HS-14-01 as follows:

Cost of Living (COLA) Adjustment \$ 25,246

Clayton Early Learning requests \$25,246 to permanently increase staff salaries 1.8% and to pay expenses associated with the cost of fringe benefits. The program will remain in full compliance with the HHS appropriations bill provision (Section 205) that requires that "none of the funds appropriated in this title for Head Start shall be used to pay the compensation of an individual, either as a direct cost or any proration as an indirect cost, at a rate in excess of Executive Level II" and that prohibits Head Start salaries "in excess of the average rate of compensation paid in the area where the program is carried out to a substantial number of persons providing substantially comparable service, or in excess of the average rate of compensation paid to a substantial number of persons providing substantially comparable services in the area of the person's preceding employment, whichever is higher." The program's salary ranges will be permanently increased by the 1.8% COLA increase.

Non-Federal Share \$ 6,312

Clayton Early Learning will meet the non-federal share through funding received from the Denver Preschool Program.

Total Funding \$31,558

Exhibit D-1
Denver Great Kids Head Start
Program Year 20 Report Schedule

	Report Name and Description	Due Date
Family Services	Policy Council Delegate Report; Form to be provided by Grantee Family Services Director	5th day of every month. If the 5th day is a holiday or weekend, report shall be due the Friday prior
	Program Information Report (PIR); Annual ACF Report	August 15, 2016
	Abbreviated PIR;	December 15, 2016 and March 15, 2017
	Head Start data for Management Information System; Fields required but not limited to the following: -Delegate Agency and Center -Enrollment Date -First day of service -Program Option -Monthly Attendance/Monthly Enrollment -Enrollment	5th day of every month by close of Business. If the 5th day is a holiday or weekend, report shall be due the Friday prior
Financial	Variance Report; includes spending categories of federal and non federal shares, annual budget, budget and expenses for the month reported, dollar and percent variances and corresponding year to date information include pay rolls, general ledgers, invoices over \$1,000.00 charged to Head Start.	Last business day of each month for the previous month
	USDA Reimbursement Report; Report of reimbursement from USDA for Head Start Children only.	Last Business day of October , January, April and July
	USDA / CACFP Compliance Review Report	Within 30 days of receipt
	Administrative and Development Costs; Report by category of all administrative and development costs.	Last Business day of October , January, April and July
	Program Budget PY 21; GABI upload of Program Year 21 budget.	February 9, 2017
	Single Audit Report; Single Audit Report including management letter and corrective actions if applicable	Within four months of end of the prior fiscal budget period
	Inventory Report with Certification of Physical Inventory; Listing of equipment purchased with Head Start funds with a certification of physical inventory signed by the Head Start Director.	July 31, 2016
	Certificate of Insurance; Accord Insurance form designating appropriate insurance coverage.	May 30, 2016
	Budget Projection; Month by month spending forecast by designated categories.	July 31, 2016
Grantor Admin Reports for Delegate Agencies	Monitoring Reports/Plans; Action plans outlining strengths, recommendations and sections needed for improvement	Ongoing
	Mid Year PIR & questions; Tracks progress on key Head Start Metrics	2 times a year; December 15th and March 15th
	Head Start Annual Report; Head Start requirement	Due in December
	Policy Council Minutes; Approved Policy Council minutes in English and Spanish	Last business day of month following meeting
Education	Teacher Qualifications Report; Report Education Levels of Teaching Staff.	December 15 & March 15
	Child Assessments; Child outcomes information submitted to TS GOLD must be submitted for all children.	October 31, 2016, February 22, 2017 and June 28, 2017

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Delegate Admin Reports for Grantee	Self Assessment; Self Assessment Plan, findings, analysis and action plans	January 30, 2017
	Policy Committee/Council Members Rosters; Policy Committee/Council monthly minutes	When replacements, upon elections
	Policy Committee/Council Minutes; Approved Policy Committee/Council monthly minutes	Last business day of the month following meeting
	Delegate Grant Application; For funding purposes	January 30, 2016
	Final Grant Application, Budget, and GABI; Constitutes basis of funding request	April 1, 2017
	Personnel; Report of all Head Start staff and percentage/amount salary/fringe, most recent performance evaluation date.	Last business day of October, January, April and July
	Criminal Records Check; Report on criminal records check dates for all Head Start staff.	September 1, 2016 and January 1, 2017
	DPS ID Spreadsheet; Provide a name list of all enrolled children, including address and the DPS ID number.	October 30, 2016

Vendor Agency Special Reports	Classroom Contact Hours; Tracks level of services to Head Start Children	monthly; end of month
	Abbreviated PIR; Health/Dental Screenings and follow up and Staff and Parent Training Report; Head Start requirement to track health metrics for PIR and for staff training efforts	monthly; end of month

Health Services	<p>Health Services Data from Program Information Report (PIR)</p> <ul style="list-style-type: none"> • Determination of child health status within 90 calendar days of program entry • Number of children with Medical Home • Children’s health insurance status • Determination of status per EPSDT program schedule • Number of children diagnosed with chronic condition needing medical treatment, and number of children who have received treatment • Screening for developmental, sensory, and behavioral concerns within 45 calendar days of entry to the program. • Number of children who received medical treatment for chronic conditions (i.e., anemia, asthma, hearing difficulties, vision problems, high lead levels, diabetes) • Body Mass Index by weight (i.e., underweight, healthy weight, overweight, obese) • Number of children up to date on immunizations, number of children who have not received immunizations, number of children who met state guidelines for exemption. • Number of children with continuous accessible dental care provided by a dentist • Number of children who have completed a professional dental exam. 	August 15, 2016; December 15, 2016; March 15, 2017
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Program Year 20 Report Schedule

Mental Health Services	Mental Health Services Data from Program Information Report (PIR) <ul style="list-style-type: none">• Average total hours mental health professionals spend on site• Number of children served by a mental health professional• Number of children for whom mental health professional consulted with program staff, and parents or guardian• Number of children for whom mental health professional provided mental health assessment• Number of children referred for mental health services outside of Head Start.	August 15, 2016; December 15, 2006; March 15, 2017
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