

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 **DENVER HEALTH AND HOSPITAL AUTHORITY**, a body corporate and political subdivision of the State of Colorado, authorized to do business in the State of Colorado, whose address is 777 Bannock Street, MC 1919, Denver, Colorado 80204 (the "Contractor"), collectively “the parties”.

RECITALS

1. The City and the Contractor entered into an Agreement dated February 8, 2013, as amended by an Amendatory Agreement dated January 13, 2014 (together, the “Agreement”).

2. The parties wish to further amend the Agreement to increase the increase the maximum contract amount;

NOW, THEREFORE, the parties agree as follows:

1. Effective as of February 26, 2015, all references to “...Exhibit A and A-1” in the Agreement shall be amended to read: “...Exhibit A, A-1, and A-2, as applicable...”. The scope of work and budget marked as Exhibit A-2 attached hereto this Second Amendatory Agreement is incorporated herein by reference. As of February 26, 2015, Exhibit A-2 will govern and control the work to be performed under the Agreement and Exhibit A-1 will have no further effect.

2. Subparagraph a. of Section 4 of the Agreement, entitled “**Fee**”, is hereby amended to read as follows:

“a. **Fee**: 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 exceed **Seven Hundred Twenty Nine Thousand Three Hundred Fifty Nine Dollars and Forty Cents (\$729,359.40)** (the “Maximum Contract Amount”) payable as follows:

i. **Payment-Funding Period One**. 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 exceed Two Hundred Thirty Three Thousand Two Hundred Ninety Seven and 70/100 Dollars (\$233,297.70)

for the period of November 1, 2012, until January 15, 2014. Amounts billed may not exceed the budget set forth in **Exhibit A or A-1, as applicable.**

ii. **Payment-Funding Period Two.** 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 exceed Two Hundred Forty Two Thousand Nine Hundred Ninety Seven and 17/100 Dollars (\$242,977.17) for the period of January 16, 2014, until February 15, 2015. Amounts billed may not exceed the budget set forth in **Exhibit A-1.**

iii. **Payment-Funding Period Three.** 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 exceed Two Hundred Fifty Three Thousand Eighty Four Dollars and Fifty Three Cents (\$253,084.53) for the period of February 16, 2015, until February 29, 2016. Amounts billed may not exceed the budget set forth in **Exhibit A-2.**”

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

5. This Second Amendatory Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

6. 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.

END

SIGNATURE PAGES AND EXHIBIT A-2 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 _____



Exhibit A-2

Denver Health Scope of Services and Budget Access to Health Care and Developing School Readiness Grant

Grant Period

November 1, 2012 – February 29, 2016

Contract Terms:

November 1, 2012 – January 15, 2014

January 16, 2014 – February 15, 2015

February 16, 2015 – February 29, 2016

Amount to Be Paid to Denver Health during Term One, Term Two, and Term Three Ending February 29, 2016 - \$729,359.40

Scope of Services and Milestones

1. Maintain 5.3 FTE mental health therapist
2. Provide 32-hour Pyramid Model Training to all new teachers and staff. Training on the Pyramid Modules (32 hours) to a minimum target of 20 staff across the grantee. This training will be inclusive of staff at delegate agencies that are not funded by Head Start, increasing the number of children who will benefit directly from the investment.
3. Coaching around universal social and emotional supports to a minimum target of 30 staff and classrooms.
4. Provide Pyramid Model coaching/consulting in all classrooms, reaching 1,153 children. Consultation to classrooms and staff on programmatic and social and emotional supports to ensure sustainability of prior efforts and full inclusion of children with mental health needs.
5. Positive Solutions for Families and/or Conscious Discipline training to a target of 85 parents annually. The project will be inclusive of children and families at delegate agencies in need though not enrolled under Head Start.
6. Increased outcomes on the Parenting Relationship Questionnaire to participating families as a result of attending these parent education opportunities.
7. Continued outreach to medical providers and collaboration and integration of mental health and health services to ensure a seamless system through Denver Health and Hospital Authority (DHHA), where 85 percent of DGKHS families receive their primary care.
8. Intensive child and family services to fourteen high need, trauma impacted families.
9. Utilize impact (or outcome) data from the Devereaux Early Childhood Assessment, Teaching Strategies GOLD and Classroom Assessment System. The impact of these efforts will be demonstrated through qualitative data collection, Teaching Strategies Gold assessment data, and Classroom Observation Assessment (CLASS) data.

Terms 1 & 2 Budgets: *Denver Health may continue to use any unspent funds from any project term in the following term during the term of the agreement.*

Description	BUDGET	Grant Term 1 November 1, 2012 – January 15, 2014	Grant Term 2 January 16, 2014 –February 15, 2015	Grant Term 3 February 16 – February 29, 2016
Personnel	\$ 177,488.74	\$ 164,470.74	\$ 185,115.88	\$ 193,074.48
Fringe Benefits	\$ 47,921.96	\$ 47,921.96	\$ 49,981.29	\$ 52,130.11
Supplies- Office/Admi	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Equipment - non medical	\$ 1,800.00		\$ 1,800.00	
Supplies-Food				
Communication	\$900.00	\$900.00	\$900.00	\$ 900.00
Lodging				
Meals				
Employee Mileage/Par	\$ 2,880.00	\$ 2,880.00	\$ 2,880.00	\$ 2880.00
Other Travel				
Conference & Meeting	\$ 2,100.00	\$ 8,325.00	\$ 300.00	\$ 2,100.00
Other Professional Services	\$ 6,800.00	\$ 6,800.00		
Total Expense		\$ 233,297.70	\$ 242,977.17	\$ 253,084.53

Budget Narrative

Total Personnel and Benefits for 2.07 FTE.

Salaries range from \$52,258.59 to \$61,274.36 in grant period one and \$55,396.52 to \$63,725.33 in grant period two. In grant period three annual salaries range from \$61,485.00 to \$65,395.00. All employees are Licensed Clinical Social Workers. Fringe benefits are currently calculated at 29.1 percent of salaries, but we anticipate this to increase to 29.4 percent in 2015

Staff Travel

Denver Health reimburses personnel for travel (mileage) between delegate agency Head Start centers, Administrative facilities, Denver Health Community Health Centers and Denver Great Kids Head Start Administrative offices.

General Supplies

We request budget support for general office supplies, assessment tool purchasing, and other program needs (such as copying associated with parent education materials and group facilitation costs) during the project period.

Other/General

Communications (cell phone) expenses for each LCSW are a required component of field based work. Cell phones are needed to allow traveling program staff to communicate with each other,

Head Start students and their families, and to provide efficient consultation services to child care sites as needed. Denver Health pays a stipend of \$25 per month per employee.

Training and Other Professional Services

We request Head Start staff to attend professional meetings and trainings and to support general professional development efforts. As the LCSW's frequently provide professional development training to Head Start staff and families, it is essential that their training remain up to date and relevant to best practice. Other professional services include expenses associated with bringing in certified trainers and or professional consultants for the purpose of fulfilling grant goals.