

FIFTH AMENDATORY AGREEMENT

THIS FIFTH 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.”

WHEREAS, the Parties entered into an Agreement dated December 7, 2021, an Amendatory Agreement dated July 8, 2022, a Second Amendatory Agreement dated November 4, 2022, a Third Amendatory Agreement dated November 23, 2023, and a Fourth Amendatory Agreement dated March 25, 2025, to provide supportive services for at-risk families (the “Agreement”); and

WHEREAS, the Parties now wish to 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. Effective upon execution of this Fifth Amendatory Agreement, all references to “Exhibits A, A-1, A-2, A-3, and A-4” in the Agreement shall now refer to “Exhibits A, A-1, A-2, A-3, A-4, and A-5,” as applicable to the context. Exhibit A-5, attached hereto and incorporated herein by reference, shall govern with respect to its specific subject matter. In the event of any conflict between Exhibits A, A-1, A-2, A-3, A-4, and A-5, Exhibit A-5 shall control.

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

“2. **TERM**: The term of the Agreement (“Term”) shall commence on October 1, 2021, and expire, unless sooner terminated, on September 30, 2026. Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the then current expiration date and the Term will extend until the work is completed or earlier terminated.”

3. Subsection 3.a. of the Agreement, 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 exceed One Million Eight Thousand Dollars (\$1,008,000.00) (the “Maximum Contract Amount”), to be used in accordance with the budget contained in **Exhibits A, A-1, A-2, A-3, A-4, and A-5**. Amounts billed may not exceed the fees/rates set forth in this Agreement. Any services performed beyond those in **Exhibits A, A-1, A-2, A-3, A-4, and A-5**, or as directed by Director in writing, are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Section 37 of the Agreement, titled “**RESCINDED**,” is amended to read as follows:

“37. **COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor

is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

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

6. This Fifth 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. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-5**, Scope of Work.

REMAINDER OF PAGE INTENTIONALLY BLANK

Contract Control Number: SOCSV-202580284-05,SOCSV-202160466-05
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-202580284-05, SOCSV-202160466-05
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)



Savio House
EXHIBIT A-5
SCOPE OF WORK
 Jaggaer No. SOCSV-202580284-05

I. OVERVIEW

Contractor Name	Savio House
Business Address	325 King Street Denver, CO 80219
Website	www.saviohouse.org
Services Summary	The activities outlined in this Agreement are part of a collaborative effort known as the Denver Collaborative Partnership (DCP). This partnership coordinates a range of prevention-focused services, including: • Community-based family support • Family preservation • Time-limited family reunification • Adoption promotion and support These programs aim to keep youth safely in their homes, prevent out-of-home placements, and support the successful transition of children from out-of-home care back to their families. Funding for this work is provided through the Preserving Safe and Stable Families (PSSF) grant program.
Fiscal Term	10/01/2025 – 9/30/2026
Fiscal Term Budget Total	\$200,000
Contract Term	10/01/2021 – 9/30/2026
Contract Total	\$1,008,000
Division	Child Welfare Services (CW)
Program	Denver Collaborative Partnership (DCP)
Funding, Funding Type	Federal, State
CCD Legacy #	SOCSV-202160466-05

II. BACKGROUND AND PURPOSE

- a. Denver Human Services (DHS) is the City and County of Denver's county department for human services. Guided by its mission to partner with the community to protect those in harm's way and support all people in need, DHS values collaboration with community partners to serve Denver's vibrant and diverse residents—particularly in accessing critical services and resources during times of need.



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- b. As Denver's designated county human services agency, DHS participates in the Collaborative Management Program (CMP) as a State-mandated partner. In Denver, this program operates under the name Denver Collaborative Partnership (DCP). DHS has entered into a Memorandum of Understanding (MOU) with both mandated and non-mandated DCP partners to coordinate and fund programming across systems in alignment with CMP goals.
- c. In alignment with CMP objectives, the DCP serves children, youth, and families across multiple systems, identifying those who would benefit from a multi-system integrated service plan or collaborative support approach. The CMP target population includes at-risk children and youth from birth through age twenty-one (21) and their families. In addition to serving youth already involved in public systems, the DCP implements community-based prevention programs aimed at mitigating further system involvement.
- d. One of the funding sources for DCP services is the Preserving Safe and Stable Families (PSSF) grant, which is administered by the Colorado Department of Early Childhood. This funding is pooled with other resources to support cross-system prevention programming for children, youth, and families in Denver.
- e. While PSSF funds are used through an expenditure contract supporting Denver's CMP model, these grant funds are subject to specific federal and state requirements, including reporting, allowable use, and compliance restrictions. Therefore, services provided by the Contractor on behalf of the DCP under this Agreement must comply with both:
 - i. The PSSF grant funding requirements, and
 - ii. The CMP prevention program parameters outlined in the State MOU and applicable State regulations.

III. FOCUS POPULATION(S)

- a. Contractor shall provide services for the following focus population(s):
 - i. Children, youth, and families across systems as identified and served according to their contact with collaborative programs, and/or through referrals from the DCP's Interagency Oversight Group (IOG) participating organizations.
 - ii. At-risk children and youth ages seven (7) to seventeen (17) years of age and their families who would benefit from a multi-system integrated service plan or multisystem approach through prevention models.



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b. Geographic Service Areas

Contractor shall engage focus populations Citywide, and in the surrounding Denver Metro area as relevant, due to out-of-home-placements or foster home placements.

IV. Services

- a. Contractor shall deliver intensive, strengths-based, trauma-informed, and culturally responsive services designed to stabilize families, prevent system involvement or out-of-home placement, and promote long-term family well-being. Services shall be tailored to each family's needs and shall occur in the home or community-based settings preferred by the family.

The core components of this program shall include:

b. Evidence-Based or Innovative Practice

- i. Services shall incorporate practices that are either evidence-based or considered innovative, as defined by Promoting Safe and Stable Families (PSSF) program standards and/or national models for family preservation and stabilization.
- ii. All programming will be designed to:
- Prioritize outcomes for family safety, well-being, and stability
 - Align with trauma-informed care principles
 - Reflect current research and practice in the fields of family preservation, adolescent support, and systems navigation

c. Provision of Community/Home-Based Intensive Case Management

- i. Each family shall receive up to 50 hours of intensive case management over the course of their engagement, delivered in the family's home or preferred community setting.
- ii. Core characteristics shall include:
- A single, dedicated case manager assigned to each family
 - Development of a customized case plan rooted in the family's strengths and needs
 - Use of trauma-informed practices and engagement strategies
 - Flexible scheduling to meet the needs of families, including evening or weekend appointments
- iii. Services will include ongoing progress tracking and documentation in accordance with contract requirements and applicable confidentiality laws.

d. Intensive Outreach and Support to Families

- i. Contractor shall:



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- provide intensive and persistent outreach, meeting families where they are and creating a safe, welcoming, and accessible path to services.
 - Contractor shall review the Colorado Family Support Assessment (CFSA) and worksheet with each family and ensure both are shared with referral source.
 - Engage families through trust-building, non-judgmental support, and consistent follow-up
 - Attend all relevant and important appointments, and court hearings with or on behalf of families
 - Maintain open and timely communication with DHS caseworkers, legal representatives, and other involved professionals
 - Assist families with aftercare planning and service transitions
- e. Use of a Multi-Disciplinary Team
- i. A multi-disciplinary team shall support each family's care, and may include professionals in mental health, juvenile justice, education, housing, and other systems as appropriate.
 - ii. Team coordination shall be used to:
 - Enhance service delivery through shared planning and accountability
 - Facilitate holistic understanding of family needs and dynamics
 - Integrate culturally appropriate practices across service domains
- f. Service Coordination
- i. Contractor shall facilitate comprehensive service coordination between all stakeholders involved in a family's support network, including but not limited to:
 - Denver Human Services
 - Juvenile Justice agencies
 - School systems
 - Mental health and behavioral health providers
 - Any additional community-based service partners
 - ii. Contractor shall help families navigate these systems, eliminate service barriers, and ensure that all components of the case plan are aligned and mutually reinforcing.
- g. Family Advocacy & Systems Navigation



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- i. Contractor shall provide direct family advocacy services, working alongside parents and caregivers to:
 - Build their confidence and understanding of relevant systems
 - Educate them about their rights and available support
 - Prepare them to advocate for themselves and their children across settings
 - ii. Services shall include:
 - Attendance and support at court dates, school meetings, and appointments
 - Advocacy with landlords, employers, and service providers, as needed
 - Referrals to legal aid, mental health, and financial resources
- h. Small Caseloads
 - i. DCP shall maintain low staff-to-family caseloads to support intensive engagement, responsiveness, and high-quality care.
 - ii. Contractor shall:
 - Provide individualized attention tailored to each family's needs
 - Take detailed notes, maintain documentation, and ensure prompt communication with other professionals involved (DHS Caseworker, Probation/Diversion Officer, Pre-trial Case Manager, Guardian Ad Litem, Public Defender, etc.),
 - Be trained to work with diverse populations, including families with language needs, developmental disabilities, and adolescent challenges
- i. Follow-up
 - i. Contractor shall conduct a check-in meeting with each family to track their progress at six (6) month and twelve (12) month intervals post-service completion.
 - Data shall be utilized in program evaluation
 - ii. Contractor shall facilitate post-service surveys to each family about their satisfaction with the services received.
 - Data shall be utilized in program evaluation
- j. Cultural Responsiveness and Trauma-informed Services
 - i. Contractor shall deliver services described in this Agreement in a manner that is culturally responsive and aligned with the City's equity values. These values include inclusion, community engagement, equitable service delivery, accountability, transparency, and the



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advancement of intersectional, inclusive, and accessible programs and practices.

- ii. Contractor shall ensure that all staff provide services using a trauma-informed approach that incorporates harm reduction principles. Staff shall receive training and ongoing coaching to understand the impact of trauma and to remain sensitive and responsive to the needs and experiences of the focus population(s).

V. Communication and Collaboration

a. Contractor shall:

- i. Attend and participate in meetings as requested by DHS program contact.
- ii. Communicate challenges and opportunities in order to best reach focus populations and geographic areas with the greatest impact.
- iii. Participate in and/or facilitate multi-agency development or enhancement of the delivery of services to the focus population.

b. The City shall:

- i. Designate a DHS program contact.
- ii. Ensure that this Agreement and the DCP/Family Strong/PSSF model complies with all governing regulations, laws, and documents such as the State MOU and bylaws.
- iii. Attend and participate in meetings to facilitate service delivery, including IOG meetings and any relevant ISST staffings.
- iv. Provide guidance to Contractor on outreach and service delivery as necessary to support fulfillment of the funding purpose.
- v. Communicate City policy and programmatic decisions which impact service delivery to Contractor with clear expectations regarding next steps for implementation, if applicable.

VI. Key Performance Indicators

- a. Contractor shall track and report on the following Key Performance Indicators (KPIs) to demonstrate program performance, participant engagement, and alignment with contract goals.

b. Output/Process Measures

- i. Number of unduplicated families identified and recruited to participate in the PSSF program.
 - Deliverable Goal: 50-60 unduplicated families
- ii. Number of unduplicated families that meet with DCP staff and/or the ISST team to determine appropriate services.



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- Deliverable Goal: a minimum of 30 unduplicated families
- iii. Number of unduplicated families that meet with assigned case manager to receive comprehensive, intensive case management services.
 - Deliverable Goal: a minimum of 20 unduplicated families
- iv. Number of trainings, as recommended or required by Colorado Department of Early Childhood, completed by program staff.

c. Outcome Measures

- i. Percentage of enrolled families that complete the Colorado Family Support Assessment (CFSA) 2.0 and accompanying worksheet.
 - Goal: 100% of enrolled families
- ii. Percentage of enrolled families that receive home-based intensive case management services.
 - Goal: 100% of enrolled families
- iii. Percentage of enrolled families that receive referrals to services designed to strengthen protective factors (e.g., parenting support, financial education, mental health resources).
 - Goal: 100% of enrolled families
- iv. Percentage of enrolled families that participate in family engagement meetings.
 - Goal: 90% of enrolled families

d. Impact Measures

- i. Number of children who are served in their home shall remain in their original home.
 - Goal: 85%
- ii. Number of families involved in the program with no referrals for abuse and/or neglect with 12 months of service completion.
 - Goal: 90%
- iii. Daily average placement rate for group home and residential placements.
 - Goal: to decrease rate

e. Quality Measures

- i. Post-service families' satisfaction with services received

VII. Reports

- a. Contractor shall be responsive to City feedback on monthly metrics and track performance specific to funding-required key performance indicators (KPIs) as communicated by City.
- b. Contractor shall comply with CDEC data collection methodology system



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c. Contractor shall submit the following reports by the dates indicated below:

Report	Details	Method/Frequency
1. PSSF Service Data Reports	Contractor shall perform consistent and accurate data entry after the completion of the following tasks or activities: • Intake • Goal setting • PSSF service • Case management notes • Referral for services • Flex funding provided • Instrumentation tool or any additional assessment tools used completed, including CFSA 2.0 (pre/post/follow-up)	Due in CDEC data-system within five (5 days) of task/activity completion
2. Quarterly KPI Report	Contractor shall run reports and monitor outcomes using CDEC data-system and submit a quarterly report demonstrating progress toward meeting the project goals and addressing the Key Performance Indicators (KPIs) outlined in this Agreement.	Due the 15 th of the month following the quarter services were provided, throughout the contract term.
3. Bi-Annual Programmatic Report	Contractor shall complete the report template as provided by the CDEC.	Submit directly to state by state-mandated deadline, send copy to DHS program contact

d. Contractor shall submit reports timely as directed.

- i. City program contact: DHS Program Manager, Margo Valaika
Margo.valaika@denvergov.org

e. Contractor shall request report due date extensions in writing prior to a report deadline and the extension must be approved by City personnel.

VIII. Administrative Requirements

a. Policies & Procedures

- i. Contractor shall establish and maintain written policies and procedures that support the effective delivery of services identified in



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this Agreement and ensure compliance with all applicable federal, state, and local laws and regulations.

- ii. All current policies and procedures shall be made available to the City program contact in electronic format upon request.
- iii. Any new or revised policies and procedures shall be submitted to the City program contact for review and approval prior to implementation.
- iv. Contractor shall maintain an inventory of all current and historical policies and procedures, including prior versions that were in effect during the term of this Agreement.

b. Grievance Procedure

- i. A grievance procedure is a formal process that allows an individual or family to raise a concern or complaint related to the services provided under this Agreement.
- ii. Contractor shall develop and implement a public-facing grievance procedure that clearly outlines the steps for receiving, reviewing, addressing, resolving, and documenting grievances related to services delivered under this Agreement.
- iii. The grievance procedure must be documented and submitted to the DHS program contact for written approval prior to implementation. This procedure shall be developed and submitted within the first 30 calendar days of beginning services under this Agreement.
- iv. Once approved, the grievance procedure must be clearly communicated to individuals and families receiving services. Acceptable methods of notification include publication on the Contractor's website, distribution of printed materials at the time of service, or other accessible formats appropriate to the focus population(s) defined in this Agreement.
- v. Contractor shall promptly address all grievances in accordance with the approved procedure. Any grievance that cannot be resolved by the Contractor must be reported to and discussed with the DHS program contact.

c. Critical Incident Reporting

- i. Contractor shall notify the City in writing within thirty-six (36) hours of any critical incident involving an enrolled child, family, or on-duty family support program staff funded under this Agreement.
- ii. Critical incidents may include, but are not limited to:
 - Allegations or awareness of egregious abuse or neglect involving a currently enrolled child or family
 - Near fatality or fatality of any child actively participating in the program



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- Involuntary termination of a program staff member's employment
- Criminal allegations involving program staff that are related to their employment or contact with program participants
- Negative media coverage concerning the family support program
- Any major injury or threat to staff safety occurring during program-related duties (e.g., while visiting an enrolled family or child)
- The written report shall include all known and relevant details, including the individuals involved, date and location, a description of the incident, actions taken, and any plans for follow-up or mitigation.

d. Mandated Reporting

i. All program

e. Performance Management and Monitoring

- i. The Contractor shall permit the City to conduct reasonable reviews, monitoring, and evaluations of the Contractor's service delivery, procedures, and supporting documentation. Upon request, the Contractor shall make available all relevant notes, records, and materials related to services provided under this Agreement.
- ii. The City may perform ongoing monitoring throughout the term of this Agreement, including but not limited to the following types of review:
 - Program Monitoring: Evaluation of service quality and effectiveness in meeting program needs.
 - Performance Monitoring: Assessment of the Contractor's progress in achieving contractual goals and deliverables.
 - Compliance Monitoring: Review of adherence to the terms of this Agreement and applicable federal, state, and local laws.
 - Financial Monitoring: Examination of invoicing practices and cost allocation to ensure compliance with budgetary terms. This may include site visits and document inspections.
- iii. If any irregularities or deficiencies are identified during an audit or performance review (including those conducted by DHS internal auditors), the City will issue a written notice outlining the required corrective actions.
 - The Contractor must correct the issues within the timeframe stated in the notice.
 - If the Contractor cannot meet the deadline, it must notify the City in writing and propose a new completion date, which must not



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exceed ninety (90) calendar days from the date of the City's original notice.

- iv. The City will provide advance notice of any formal audits. The Contractor shall ensure a representative is available to participate and shall comply with all audit-related coordination and deadlines.

f. **Language Access**

- i. A Language Access Plan (LAP) is a strategic management document that outlines how the Contractor will provide meaningful access to individuals with limited English proficiency (LEP), in compliance with Title VI of the Civil Rights Act of 1964, related federal Executive Orders, and applicable City and County of Denver regulations.
- ii. Contractor shall collect data that identifies the language needs of the population served.
 - Contractor is required to plan for and provide language access for clients regardless of the primary language they use
- iii. Contractor shall conduct an individualized assessment that examines the four factors of Language Access Planning.
- iv. Contractor shall develop a documented LAP to support language access for clients.

g. **Background Checks**

- i. Contractor shall conduct background checks for all current and prospective employees and any subcontractor personnel who will have direct contact with clients under this Agreement.
- ii. Background checks must be conducted by an independent, third-party background screening provider and shall include, at a minimum:
 - Social Security Number (SSN) trace
 - Federal criminal records check (including wants, warrants, arrests, convictions, and incarcerations)
 - Colorado criminal records check (including wants, warrants, arrests, convictions, and incarcerations)
 - Criminal records check from other states if the individual has resided outside of Colorado within the past seven (7) years, as indicated by self-disclosure or screening results
 - National Sex Offender Registry search
 - Review of all criminal convictions within the last seven (7) years; additional convictions beyond seven (7) years may be reviewed when permitted or required by law
- iii. The Contractor shall automatically disqualify any individual with a felony conviction from working directly with clients under this Agreement.



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- The Contractor may request an exception from the City by proposing alternative assurances, such as a fidelity bond or other form of security, in an amount acceptable to the City. Approval is at the sole discretion of the City.
- iv. Contractor shall require employees to self-disclose any criminal charges, convictions, or pleas of nolo contendere (no contest) that occur while they are assigned to provide services under this Agreement.
 - Disclosures must be made to the Contractor within three (3) business days of the event.
 - Upon receiving such disclosure, the Contractor shall notify the City within one (1) business day.
 - The City, at its sole discretion, shall determine whether the individual may continue performing services, whether restrictions must be imposed, or whether the individual must be removed from City-related duties to ensure the safety of clients and public resources.

h. Volunteers

- i. If Contractor intends to use volunteers for any aspect of the services described in this Agreement, such use must be vetted and authorized in advance by the City program contact. Contractor shall be responsible for all aspects of volunteer coordination and management, including recruiting, screening, orienting, training, and supervising volunteers.
- ii. If volunteers are utilized, Contractor shall clearly define the specific services each volunteer will provide under this Agreement.
- iii. Volunteers assigned to work directly with clients must:
 - Be subject to reference checks similar to those required for prospective employees;
 - Be supervised by qualified, paid Contractor staff and directed to report any concerns or issues to that staff; and
 - Receive orientation and training on the confidential nature of their work and the responsibilities of their specific assignment before beginning any service.
- iv. Contractor shall complete and maintain all required documentation for volunteers, and ensure all volunteers receive appropriate privacy and safety training prior to performing any work under this Agreement.

i. Training

- i. Contractor shall attend and complete all program training (including CDEC database training) as recommended or required by the Colorado Department of Early Childhood.



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j. Subcontractors

- i. Prior to entering into any agreement with an approved subcontractor, service provider, consultant, or other third party engaged to perform services under this Agreement, Contractor shall ensure that the entity has an adequate accounting system capable of accurately tracking the use of funds and properly allocating costs across multiple projects or agreements, if applicable.
- ii. All subcontractors or approved entities providing services under this Agreement shall be subject to the same standards, policies, and procedures as the Contractor regarding performance monitoring and financial audits, as required by the City.
- iii. Contractor shall comply with all City requests for information, review, or financial audit of any subcontractor or third-party providing services under this Agreement.
- iv. Contractor shall submit to the City program contact any audits or performance reviews conducted by third-party entities (excluding those performed by the City Auditor or DHS internal auditor) related to subcontractors or other approved service providers within thirty (30) days of receipt.

k. Performance Management and Monitoring

- i. The Contractor shall permit the City to conduct reasonable reviews, monitoring, and evaluations of the Contractor's service delivery, procedures, and supporting documentation. Upon request, the Contractor shall make available all relevant notes, records, and materials related to services provided under this Agreement.
- ii. The City may perform ongoing monitoring throughout the term of this Agreement, including but not limited to the following types of review:
 - Program Monitoring: Evaluation of service quality and effectiveness in meeting program needs.
 - Performance Monitoring: Assessment of the Contractor's progress in achieving contractual goals and deliverables.
 - Compliance Monitoring: Review of adherence to the terms of this Agreement and applicable federal, state, and local laws.
 - Financial Monitoring: Examination of invoicing practices and cost allocation to ensure compliance with budgetary terms. This may include site visits and document inspections.
- iii. If any irregularities or deficiencies are identified during an audit or performance review (including those conducted by DHS internal



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auditors), the City will issue a written notice outlining the required corrective actions.

- The Contractor must correct the issues within the timeframe stated in the notice.
 - If the Contractor cannot meet the deadline, it must notify the City in writing and propose a new completion date, which must not exceed ninety (90) calendar days from the date of the City's original notice.
- iv. The City will provide advance notice of any formal audits. The Contractor shall ensure a representative is available to participate and shall comply with all audit-related coordination and deadlines.

I. Record-keeping

- i. Contractor shall collect and retain client information only as necessary to deliver services, meet reporting obligations under this Agreement, and comply with applicable local, state, and federal laws and regulations.
- ii. Contractor shall establish and maintain record-keeping policies consistent with applicable state law and any requirements reasonably imposed by the City, including those of the City Auditor.
- iii. Records shall include, but are not limited to, documentation of service delivery, financial transactions, and performance metrics. These records must be maintained in sufficient detail and in accordance with generally accepted accounting principles (GAAP) to allow for audit of City funds received and expended under this Agreement.
- iv. Contractor shall retain all financial and performance records for a minimum of six (6) years from the date of final payment under this Agreement

IX. Budget

a. Funding Information

- i. Funding Type: Federal Grant
- ii. Federal Award Project Description: Marylee Allen Promoting Safe and Stable Families (PSSF) Program
- iii. Federal Award Identification Number (FAIN): 2401COFPSS
- iv. Federal Awarding Agency: Department of Health and Human Services Administration for Children and Families
- v. Pass-through entity: State of Colorado Department of Early Childhood (CDEC), Division of Community and Family Support
- vi. Catalog of Federal Domestic Assistance (CFDA) Number: 93.556



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b. Use of Government Funds

- i. Contractor shall spend funds provided under this Agreement in a way that serves the public interest, honors the public trust, and is consistent with services as described in this Agreement.
- ii. Contractor shall use funds provided under this Agreement for the purposes of effectuating the purposes of City law as this Agreement contemplates and as set forth in the scope of work.

b. Invoicing

- i. Contractor shall submit invoices no later than the 15th of the month following the month in which services were provided.
 - At the end of the contract term all invoices, including September services, must be submitted no later than October 5, 2026.
- ii. Contractor shall use an invoice format or template approved by the City.
- iii. All invoices must include required supporting documentation that meets the City's standards. Invoices will not be processed for payment until all required documentation is received and the invoice is approved.
 - The City reserves the right to delay or deny payment for costs submitted without proper supporting documentation.
- iv. Invoices will be paid upon approval by the City.
 - If a portion of an invoice is in dispute and cannot be resolved promptly, the City shall pay the undisputed portion and withhold payment on the disputed amount until the matter is resolved to the City's satisfaction.
- v. Unless otherwise directed, all invoices shall be submitted electronically to: DHS_Contractor_Invoices@denvergov.org.

c. Budget Modifications

- i. Budget line items may only be modified in accordance with the DHS budget modification policies and procedures. Modification shall not take effect until approved in writing.
- ii. Any proposed modifications that require an increase in the maximum contract amount shall be evidenced by a written amendment prepared and executed by Contractor and the City in the same manner as this Agreement.

d. Payment Method

- i. Contractor shall be reimbursed for services provided under this Agreement according to the line-item cost reimbursement budget table.



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e. Budget Table

Personnel				
Position Title	Salary & Wages	Fringe Benefits	FTE	Annual Contract Budget
Family Advocate(s)	\$46,010	\$12,883	1.0	\$58,893
Case Coordinator(s)	\$59,697	\$16,716	1.0	\$76,412
Part-Time Family Advocate	\$23,876	\$6,685	.50	\$30,562
Personnel Subtotal				\$165,867

Direct Costs		
Type of Expense	Cost Detail	Annual Contract Budget
Materials & Supplies	Program and office supplies including, but not limited to, staff cell phones.	\$1,700
Travel	Reimbursement of staff personal vehicle mileage and parking for program-related travel.	\$1,500
Subcontracts	Multiple agreements for therapy services not covered by Medicaid	\$3,975
Client Services	Personal care items for clients (families and child) including, but not limited to school and sport supplies, food supplies, childcare supplies, housing assistance, cell phone expenses, cleaning supplies, clothing costs, recreation expenses, and automotive/transportation costs	\$1,002
Direct Costs Subtotal		\$8,177

Total Direct Cost	\$174,044
Modified Total Direct Cost	\$173,042

Indirect Costs			
Type of Expense	Cost Detail		Contract Budget
Administrative/ Indirect Costs	Indirect Method: 15% de minimis Indirect Base: Modified Total Direct Cost	15%	\$25,956

Total Contract Budget	\$200,000
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f. Language Access

- i. Costs related to providing appropriate language access for clients receiving services under this Agreement shall be included in the Contractor's Indirect Costs or borne solely by the Contractor.

g. Budget Definitions

- i. Salaries and Wages. Staff assigned to work specifically on the contracted activities. Funds may be used to reimburse staff salary and wages and for the prorated share of leave costs (PTO, vacation, sick, holidays, etc.). Funds may not be used to reimburse bonuses, severances, payouts of leave when an employee separated from job, or for staff who are on pre-disciplinary or disciplinary leave.
- ii. Fringe Benefits. Any monetary benefit an employer offers in exchange for an employee's service that does not include their salary. Funds may be used for the prorated share of payroll taxes (i.e., Social Security, Medicare, federal unemployment, state unemployment), insurance (i.e., medical, dental, vision, life, ADD/LTD, workers comp), and retirement plans.
- iii. Prorated Share. Salaries, wages and fringe benefits that are based on records that accurately reflect the work performed and comply with the established policies and practices of a contractor's organization. Positions that do not work 100% of their time on the contracted activities, must keep documentation that supports a reasonable allocation or distribution of costs among specific activities or cost objectives.
- iv. Direct Costs. Costs that can be identified specifically with the contracted program, project or activities and can be assigned relatively easily with a high degree of accuracy.
- v. Materials and Supplies. Tangible personal property to be used by contractor during the contract term that are not defined as equipment (useful life of over a year and over \$10,000/unit).
- vi. Travel. Costs for employees who travel on official business related to the contracted activities. 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).



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- vii. Subcontracts/Consultants. Includes all services performed by an independent contractor who is not affiliated or part of the organization. Subcontractors are any supplier, distributor, vendor, or firm that furnishes supplies or services to Contractor. A consultant is an individual retained to provide professional advice or services for a fee. Compensation for consultant services must be reasonable and consistent with that paid for similar services in the marketplace.
- viii. Client Services. Costs directly benefiting a participant, through subsidy or purchase of services or supplies (i.e., rent/mortgage assistance, bus passes, food boxes, etc.).
- ix. Administrative/Indirect Cost Rate. Allocable portion of necessary and reasonable costs that benefit multiple programs or functions of an organization that cannot be readily identified as a direct cost (i.e., rent, utilities, general supplies, administrative expenses).
- x. Modified Total Direct Cost (MTDC). All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subcontractor costs up to the first \$50,000 of each subcontract. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subcontract in excess of \$50,000.

X. Contract Lifecycle Summary

- a. The table below summarizes the history of the contract to date, providing context on the life of the contract for the current scope of work.

Contract Version	Contract Term	Fiscal Term	Initial Budget	Additional Funds	Full Contract Maximum
Base	10/1/2021-9/30/2022	10/1/2021-9/30/2022	\$200,000	\$0	200,000
1st Amendment	10/1/2021-9/30/2022	10/1/2021-9/30/2022	\$200,000	5/26 -9/30 2022: \$8,000	\$208,000
2nd Amendment	10/1/2021-9/30/2023	10/1/2022-9/30/2023	\$208,000	\$200,000	\$408,000
3rd Amendment	10/1/2021-9/30/2024	10/1/2023-9/30/2024	\$408,000	\$200,000	\$608,000



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4 th Amendment	10/1/2021- 9/30/2025	10/1/2024- 9/30/2025	\$608,000	\$200,000	\$808,000
5 th Amendment	10/1/2021- 9/30/2026	10/1/2025- 9/30/2026	\$808,000	\$200,000	\$1,008,000