

THIRD AMENDATORY AGREEMENT

This **THIRD AMENDATORY AGREEMENT** is made between 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, for an on behalf of the University of Colorado, a public institution of higher education created under the laws of the State of Colorado, 2199 South University Blvd., Denver, Colorado 80210 (the “Contractor”), and collectively (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated April 22, 2022, an Amendatory Agreement dated December 2, 2022, and a Second Amendatory Agreement dated April 3, 2024 (collectively, the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, add paragraph 34-Compliance with Denver Wage Laws, amend the scope of work exhibit, and amend the budget exhibit.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 2 of the Agreement entitled “**TERM:**” is hereby deleted in its entirety and replaced with:

“**2. TERM:** The Agreement will commence on **September 30, 2021**, and will expire on **September 29, 2025** (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 of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

2. Section 3 of the Agreement entitled “**COMPENSATION AND PAYMENT:**”, subsection **A.** entitled “**Fees and Expenses:**” is hereby deleted in its entirety and replaced with:

“**A. Fees and Expenses:** 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 **FIVE HUNDRED NINETY-FOUR THOUSAND SEVEN DOLLARS AND NO CENTS (\$594,007.00)** (the “**Maximum Contract Amount**”), to be used in accordance with the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B**. The Contractor certifies the budget line items in **Exhibit B** contain reasonable allowable direct costs and allocable indirect costs in accordance with 2 C.F.R., Part 200, Subpart E.”

3. Section 37 of the Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS:**” is hereby added in its entirety 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.”

4. **Exhibit A, Exhibit A-1, and Exhibit A-2** are hereby deleted in their entirety and replaced with **Exhibit A-3, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A, Exhibit A-1, and Exhibit A-2** are changed to **Exhibit A-3**.

5. **Exhibit B, Exhibit B-1 and Exhibit B-2** are hereby deleted in their entirety and replaced with **Exhibit B-3, Budget**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B, Exhibit B-1 and Exhibit B-2** are changed to **Exhibit B-3**.

6. As herein amended, the Agreement is affirmed and ratified in each and every particular.

7. This Third 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.

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Contract Control Number: ENVHL-202476117-03/ ENVHL-202160821-03
Contractor Name: REGENTS OF UNIVERSITY OF COLORADO

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:

ENVHL-202476117-03/ ENVHL-202160821-03
REGENTS OF UNIVERSITY OF COLORADO

By:  _____
564C915606B1497...

Name: Melissa Titus Clymer
 (please print)

Title: Senior Contract Officer
 (please print)

ATTEST: [if required]

By: _____

Name: _____
 (please print)

Title: _____
 (please print)

EXHIBIT A-3 SCOPE OF WORK

The City, through the Department of Public Health and Environment (DDPHE), is contracting for evaluation services for the Denver ReCAST (Resiliency in Communities Affected by Stress and Trauma) with the Center for the Study and Prevention of Violence at the Institute of Behavioral Science, Regents Of University Of Colorado.

Services include:

Data Management, Tracking, Analysis, and Reporting for Required Performance and Performance Assessment Measures

Data Management: Data will be collected and stored in Qualtrics or REDCap, secure data management software approved by the University of Colorado Institutional Review Board for data security. Only CSPV evaluation staff will have access to these datasets.

Data Tracking: Staff members will be identified within each City agency and CBO to track performance measures and measurable objectives. CSPV evaluation staff will work with each of these individuals to track the data and compile these data every six months. In addition, CSPV will administer a survey to the advisory board annually, to understand readiness, functioning, and effectiveness of the board in providing expertise and guidance to the City on project efforts. CSPV staff will administer a post-training survey to understand the quality, engagement, and cultural appropriateness of all trainings provided to public and community leaders and residents. CSPV will provide reports from the advisory board and post-training surveys back to the advisory board annually.

Data Analysis: CSPV evaluation staff will be responsible for conducting all descriptive and bivariate analyses from all data tracked and collected via surveys.

Data Reporting: CSPV evaluation staff will create and distribute aggregate reports to all relevant project partners and will provide technical assistance to understand and interpret these findings among partners. Reports will first be provided to project staff and the advisory board to ensure the reports are easy to understand and actionable to inform local quality improvement, then provided to all additional stakeholders and SAMHSA. Required performance measures will be tracked by City and CBO staff and compiled by CSPV staff every six months and reported in SAMHSA's uniform data collection tool.

Performance Assessment: Performance data on each objective will be collected and compiled by CSPV evaluators and reviewed with project partners every six months. We will use these data to monitor and evaluate progress and quality by comparing the actual numbers reached to those estimated in the project proposal. Denver ReCAST staff will then facilitate reflection sessions with the advisory board to identify any changes that could be made in the project plan to improve project activities and processes.

Quality Improvement: Denver ReCAST project staff and the advisory board will use the PDSA (Plan-Do-Study-Act) quality improvement model: we will use the community strategic plan to guide the project implementation (**plan and do**), the evaluation team will work with the youth and adult advisory board to assess and interpret the results of these activities (**study**), then adapt as needed, thus **acting** on what we have learned with a new **plan** to continue the QI cycle. We will use the PDSA model to track progress on objectives, noting which PDSA stage we are at

for each objective during advisory board meetings. The program administrator will be responsible for leading all project staff and advisory board members in the project, and CSPV evaluation staff will be responsible for providing any updated data to inform these discussions. The advisory board will be specifically focused on providing guidance on decisions to improve efforts during the study stage of each objective, as we receive new performance measures and progress on measurable objectives that may identify the need for project improvements. We will use a threshold of being 25% below our expected numbers to identify a potential need for project improvements. If this threshold has been reached, advisory board members will discuss potential improvements, decide which improvements to bring forward to a vote, and a majority vote will inform any improvements that will be made. Changes will then be communicated to all relevant project partners via email following the advisory board meeting.

The following table outlines our data collection plan for required performance measures:

Performance Measures	Data Source	Data Collection Frequency	Responsible Staff	Method of Data Analysis
<u>Number of individuals</u> who have received training in trauma-informed approaches, violence prevention, mental health literacy, and other related trainings.	Tracking forms used by agencies; Evaluation staff will administer a survey to all agencies to collect data	Ongoing; tabulated every six months	CSPV evaluation staff	Descriptive statistics (number of individuals trained over time, percent of proposed)
<u>Number of people</u> in the health and human services workforce, including community services providers and first responders, receiving training in trauma-informed approaches, violence prevention strategies, and other related trainings.	Tracking forms used by agencies; Evaluation staff will administer a survey to all agencies to collect data	Ongoing; tabulated every six months	CSPV evaluation staff	Descriptive statistics (number of individuals trained over time, percent of proposed)
<u>Number of organizations</u> and community representatives that are collaborating/ coordinating/ sharing resources with each other as a result of the grant.	Participant and organization tracking form for Denver ReCAST	Every six months	Denver ReCAST program manager	Descriptive statistics of number of individuals and agencies involved over time
<u>Number of people</u> receiving trauma-informed behavioral health services.	Tracking forms used by agencies; Evaluation staff will administer a survey to all agencies to collect data	Ongoing; tabulated every six months	CSPV evaluation staff	Descriptive statistics (number of individuals receiving care over time)

**EXHIBIT B-3
BUDGET**

IBS Center for the Study & Prevention of Violence (CSPV) University of Colorado Boulder

Contract Term: 9/30/2021 - 9/29/2025

Fiscal Term:

Base - \$ 148,690 (09/30/2021 – 9/29/2022)

Amendment 1 – \$148,690 (9/30/2022 – 9/29/2023)

Amendment 2 - \$148,690 (9/30/2023 – 9/29/2024)

Amendment 3 - \$147,937 (9/30/2024 – 9/29/2025)

Total Maximum Contract Amount is \$ \$594,007

Name (1)	Service (2)	Rate (3)	Other	Cost (4)
(1) IBS Center for the Study & Prevention of Violence (CSPV) University of Colorado Boulder	CSPV researchers will partner with the Denver ReCast team to collect and report the performance measures required for this project, administer surveys for quality improvement purposes, and build the evaluation capacity of the stakeholders.	Personnel = \$79,795; Fringe = \$31,918 Travel = \$2,320 Supplies = \$965 Computing Services = \$2,412 Indirect Costs = \$30,527		\$147,937

Personnel: Principal Investigator – Beverly Kingston 5% FTE - \$734/mo.

Dr. Kingston will direct staff in accomplishing performance documentation, instrument development, quality improvement, and building the capacity of staff to support stakeholders for this project. She will participate in internal and external project meetings and will oversee grant compliance and budget management.

Personnel: Co-Principal Investigator – Sabrina Arredondo Mattson 10% FTE - \$1,271/mo.

Dr. Arredondo Mattson will oversee the performance documentation, quality improvement, instrument development, programming, and data analysis of this project. She will monitor progress of the tasks outlined in the timeline to ensure the project milestones are accomplished. She will participate in internal and external project meetings and ensure all reports are submitted according to the requirements.

EXHIBIT B-3 BUDGET

Personnel: Evaluation Coordinator – Uriel Lomeli-Carrillo 25% FTE - \$1,646/mo.

Uriel Lomeli-Carrillo will support evaluation activities including instrument and report development and programming. Responsibilities include conducting data analyses and automating reports for stakeholders.

Personnel: Lead Process Evaluator (Sr. PRA) – Susanne Maher 30% FTE - \$2,325/mo.

Ms. Maher will assist with instrument development and programming, performance documentation, reporting, and the quality improvement aspects of the project. Responsibilities include conducting data analyses, automating reports for stakeholders, and supervising the Data Analyst.

Personnel: Program Manager – Nicole Bryant 10% FTE - \$724/mo.

This position will provide financial and budget assistance and support project related research and administrative tasks.

Fringe: Fringe benefits are calculated on requested salary per the University's federally negotiated Rate Agreement with the Department of Health and Human Services (DHHS). The rate used for research personnel is 37.0%.

Travel: Four project staff will travel to partner meetings and post training evaluation data collection. 4 people x 100 miles RT x \$0.58/m x 10 trips = \$2,320.

Supplies: Include those above and beyond that normally used on a daily basis in an office. Internal reproduction costs will be consumed by project staff and printer toner will be purchased for all reproduction activities. USB drives and other miscellaneous supplies will be used by all staff, including field staff for survey administration. General Office Supplies (\$57.40 per month x 12 months) = \$689.

Computing Services: Information technology and technical support services for supporting project management and storage platforms, file back-up, security and protection of confidential data, computing documentation, and preservation of data. Monthly Service Fee (\$201/month x 12 months = \$2,412).

Indirect Costs: Facilities and administration (F&A) costs are charged according to the University's federally negotiated rate agreement. The F&A cost rate for off-campus research is 26% of Modified Total Direct Cost (MTDC), predetermined for the period 7/1/14 – 6/30/18; provisional thereafter per HHS agreement dated 06/24/20. \$117,410 (direct costs) x .26 = \$30,527 (indirect costs).

MTDC includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services and travel. The University of Colorado Boulder does not charge indirect costs on the first \$25,000 of subcontracts to other universities in the University of Colorado system. This includes the University of Colorado Denver, the University of Colorado Anschutz Medical Campus, and the University of Colorado Colorado Springs.