

CONTRACT AMENDMENT #3

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Office of Early Childhood	Original Contract Number 18 IHIA 102328
Contractor City and County of Denver Department of Human Services 1200 Federal Boulevard Denver, CO 80203	Amendment Contract Number 21 IHIA 159798
Current Contract Maximum Amount Initial Term State Fiscal Year 2018 \$150,000 Extension Terms State Fiscal Year 2019 \$150,000 State Fiscal Year 2020 \$150,000 State Fiscal Year 2021 \$140,790 Total for All State Fiscal Years \$590,790	Contract Performance Beginning Date July 1, 2017 Current Contract Expiration Date June 30, 2021

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;">CONTRACTOR</p> <p style="text-align: center;">City and County of Denver Department of Human Services</p> <p style="text-align: center;">By: Don Mares, Executive Director</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">Jared Polis, Governor Michelle Barnes Executive Director</p> <p style="text-align: center;">By: Mary Anne Snyder, Director, Office of Early Childhood</p> <p style="text-align: center;">Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Andrea Eurich / Janet Miks / Toni Williamson

Amendment Effective Date: _____

1. **PARTIES**

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. **TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. **AMENDMENT EFFECTIVE DATE AND TERM**

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

4. **PURPOSE**

The Colorado Community Response (CCR) Program is designed and implemented to help families become more sustainable as a unit. This work includes guidance and support surrounding financial education, health, safety, parent education, goal setting and achievement. Through this work, residents will learn the importance of creating goals, achieving them, and supporting one another in an effort to create a more sustainable community and future for our youth and families. This amendment shall extend the contract term for FY21, increase funds for services to be provided in FY21, and amends Exhibits B and D.

5. **MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:

A. **Extend *Contract Expiration Date* from June 30, 2020 to June 30, 2021.**

The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

B. **Increase *Contract Maximum Amount* by \$140,790 for services in FY21 and increase *Total for All State Fiscal Years* from \$450,000 to \$590,790.**

The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

C. Exhibit B – Budget

Exhibit B – Amendment #3, which is attached and incorporated into this Amendment, is hereby added to Exhibit B of the Original Contract.

D. Exhibit D – Additional Provisions

Exhibit D – Amendment #3, which is attached and incorporated into this Amendment, hereby replaces Exhibit D – Amendment #2.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.



Colorado Department of Human Services
Office of Early Childhood
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Denver Department of Human Services
Budget Period	July 1, 2020 - June 30, 2021
Project Name	Denver's Community Response

Program Contact Name, Title	Erin Murphy, Josie Berry
Phone	720-944-6148
Email	eirn.murphy@denvergov.org, josie.berry@denvergov.org
Fiscal Contact Name, Title	Xochilt Diaz
Phone	720-944-3060
Email	xochilt.diaz@denvergov.org

Expenditure Categories					
Personnel Services - Salaried Employees					FY 2021
Position Title/ Employee Name	Description of Work and Fringe includes: Medical, Dental, Paid time off, Worker's Comp, and FICA	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDHS
CCR Family Advocate	CCR Family Advocate (SCW) provides direct services to families participating in CCR program. Note: 100% of time on project, but DDHS matches other 50% (50% paid by CDHS, 50% paid by DDHS)	53,588	22,984	50%	38,286
CCR Family Advocate	CCR Family Advocate (SCW) provides direct services to families participating in CCR program. Note: 100% of time on project, but DDHS matches other 50% (50% paid by CDHS, 50% paid by DDHS)	58,985	34,032	50%	46,508
CCR Supervisor	CCR (SCW) Supervisor to provide supervision directly related to CCR program activities	72,302	28,138	15%	15,066
CCR Supervisor	CCR (SCW) Supervisor to provide supervision directly related to CCR program activities	73,493	37,029	15%	16,578
Total Personnel Services (including fringe benefits)					\$116,438
Contractors/Consultants (payments to third parties or entities)					FY 2021
Name	Description of Item				Total Amount Requested from CDHS
Financial Health Training	Required Subscription to Financial Health Institute facilitator subscription package				\$2,200
Total Contractors/Consultants					\$2,200
Travel					FY 2021
Item	Description of Item				Total Amount Requested from CDHS
Mileage	Mileage for 2 CCR Family Advocates (SCW) to provide direct services to families in the home or convenient location for families.				\$2,352
Total Travel					\$2,352
Supplies & Operating Expenses					FY 2021
Item	Description of Item				Total Amount Requested from CDHS
Flex funding	Flexible one time funding that supports healthy family functioning and enhances future safety and welfare of children for CCR families				\$18,000
Cellphone data	Cellphone/data for CCR family advocates				\$1,800
Total Supplies & Operating Expenses					\$19,800
Training and Technical Assistance					FY 2021
Item	Description of Item				Total Amount Requested from CDHS
	No costs in this category will be reimbursed by CDHS.				\$0
Total Training and Technical Assistance					\$0
TOTAL DIRECT COSTS					\$140,790

MODIFIED TOTAL DIRECT COSTS (MTDC)		
Uniform Guidance § 200.68 - MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.		\$140,790
Indirect Costs		FY 2021
[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]		
Item	Description of Item	Total Amount Requested from CDHS
Indirect rate:	No costs in this category will be reimbursed by CDHS.	\$0
Total Indirect		\$0
TOTAL		\$140,790

ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

The Contractor shall provide the services according to the plans submitted in the “Statement of Work”, attached and incorporated herein by this reference as **EXHIBIT A**. In all cases, the descriptions, plans, timetables, tasks, duties, and responsibilities of the Contractor as described in the Statement of Work, shall be adhered to in the performance of the requirements of this contract. In the event of a conflict, the terms and conditions of this contract shall control over the Statement of Work. Any significant changes to the Statement of Work (SOW) require an amendment to the contract.

2. GOALS AND OBJECTIVES

The Contractor shall be responsible for the achievement of any goals and objectives as specified within the Statement of Work (**EXHIBIT A**) of this contract unless written notice of any modifications are furnished by the State to the Contractor allowing adequate time for compliance during the term of this contract.

3. COPY OF SUBCONTRACT

The Contractor shall provide to the State a copy of any executed subcontract between the Contractor and any provider of services to fulfill any requirements of this contract. Subcontracts shall be emailed to the Contract Representative upon execution.

4. PAYMENT

In consideration of the provision of services and reporting and subject to all payment and price provisions and further subject to verification by the State of full and satisfactory compliance with the terms of this contract, the State shall pay to the Contractor an amount not to exceed the amount specified in the Budget (**EXHIBIT B**), of this contract.

- A. The Contractor shall submit requests for payment to CDHS_OEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.
- B. Payment shall be made on a cost reimbursement basis for services rendered.
- C. IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDHS. If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDHS 60 days prior to projected depletion of contracted funds. CDHS shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.
- D. Timely Invoicing - Invoices shall be submitted no later than 45 days following the last day of the month. End of State Fiscal Year invoices are on a compressed timeframe. Invoices for all services provided prior to June 30th shall be invoiced by July 5th. Contractors who are unable to provide the invoice by July 5th shall notify the state of the amount to be booked as accounts payable by July 13th by sending an email to CDHS_OEC_Invoicing@state.co.us. Final invoices for services prior to June 30th shall be submitted by September 14th. Invoices received after September 14th may not be paid.
- E. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- F. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation

requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.

5. PARTICIPATION

The Contractor representative(s) is required to participate in any Office of Early Childhood sponsored meetings related to this contract.

6. SUPPLANTING

Payments made to the Contractor under this contract will supplement and not supplant other state, local or federal expenditures for services associated with this contract.

7. BUDGET CHANGES

Contractor may request in writing adjustments to the direct costs in the current year budget (**EXHIBIT B**) not to exceed 10% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the contract budget cannot be changed as a result of the budget revision request. Budget adjustment requests over 10%, **adding new expense lines**, and/or changes to the total dollar amount of the budget require a formal amendment. No adjustments to the Indirect Costs portion of the budget are allowable without a formal amendment.

Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee will be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDHS. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel requires prior written approval from CDHS staff. This process will never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDHS program staff.

8. TRAVEL

- A. Mileage shall not exceed the State mileage rate per <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.
- B. Per Diem shall not exceed State per diem rate for the area of travel per <https://www.colorado.gov/pacific/osc/travel-fiscal-rule>.
- C. Hotel rates cannot exceed any rate established for conference attendance.
- D. Usage of airfare or Out of State Travel requires pre-approval from CDHS.

9. CRITICAL INCIDENT REPORTING

Within 48 hours of the occurrence of a critical incident involving any child or family and/or an on duty agency staff member of any family support program staff funded through the Office of Early Childhood (OEC), the agency must report in writing the details of the critical incident to the OEC Program Manager for the involved family support program. Critical incidents may include, but are not limited to, awareness of an egregious incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff's employment; criminal allegations involving program staff

and related to his/her employment; negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

10. MANDATED REPORTING

- A.** All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).

- B.** All program staff are required to take the online mandatory reporter training on the CDHS Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.