

## AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, D/B/A DENVER PUBLIC SCHOOLS**, with its principal place of business located at 1860 Lincoln Street, Denver, Colorado 80203 (“DPS” or the “Contractor”), jointly (“the Parties”).

### RECITALS:

A. The Parties entered into an Agreement dated September 26, 2023, (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, Scope of Work and Budget**, to the City’s reasonable satisfaction.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, update paragraph 7-Examination of Records and Audits, add paragraph 35-Compliance with Denver Wage Laws, and amend the scope of work and budget exhibit.

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

1. Section 3 of the Agreement entitled “**TERM:**” is hereby deleted in its entirety and replaced with:

“3. **TERM:** The Agreement will commence on **August 1, 2023** and will expire on **September 30, 2025** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. 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 4 of the Agreement entitled “**COMPENSATION AND PAYMENT:**” subsection e. (1) entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“e. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION SEVEN HUNDRED TWENTY-**

**TWO THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$1,722,200.00)** (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.”

3. Section 7 of the Agreement entitled “**EXAMINATION OF RECORDS:**” is hereby deleted in its entirety and replaced with:

“**7. EXAMINATION OF RECORDS AND AUDITS.**

a. The Contractor shall maintain records of the documentation supporting the use of ARPA Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City, including the City Auditor or his or her representative, and for ARPA Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery (“Inspector General”) have the right to access, and the right to examine, copy and retain copies, at the official’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s use of ARPA Funds pursuant to this Agreement. The Contractor shall cooperate with Federal and City representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of the use of ARPA Funds, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this section shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

b. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with

City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.”

4. “Section 35 of the Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS**” is hereby added to the Agreement as follows:

“**35. 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. **Exhibit A** is deleted in its entirety and replaced with **Exhibit A-01, Scope of Work and Budget**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** are changed to **Exhibit A-01**.

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

7. This 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Contract Control Number:** ENVHL-202473711-01 / 202368548-01  
**Contractor Name:** SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND STATE 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-202473711-01 / 202368548-01  
SCHOOL DISTRICT NO. 1 IN THE CITY AND  
COUNTY OF DENVER AND STATE OF  
COLORADO

By:  \_\_\_\_\_  
4F587142A99D469...

Name: Chief Greg Cazzell  
(please print)

Title: Chief of Climate and Safety  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## EXHIBIT A-01

### SCOPE OF WORK/ REQUIREMENTS:

The City, through the Department of Public Health and Environment (DDPHE), is contracting with Denver Public Schools to support the implementation of the city's 2023 Youth Violence Prevention Plan. Specifically, for 1) Community Liaison services; 2) Behavioral Health Staffing pipeline; and 3) Coordination of Wellness Winnie outreach services. DPS will work in collaboration with DDPHE staff on the development and implementation of these services.

Services include:

#### ***Budget Narrative – (08/01/2023-09/30/2025)***

Since 2019, the City and County of Denver has implemented a public health approach to youth violence through a large, multi-sector coalition called the Youth Violence Prevention Action Table (YVPAT). With the release of the 2023 plan, we move beyond thinking about youth violence as gun violence and take a broader, more comprehensive look at the types of youth violence and key contributing factors. Members of the YVPAT and other organizations across the city will guide and grow the work to enable Denver to support youth across a broad spectrum of services that address the root causes of youth violence. With these principals in mind, this contract focuses on two areas of collaboration between DPS and the City of Denver:

#### **Establishment of Collaborative Structures**

The parties recognize that factors both inside and outside of school impact youth violence, and that the most effective approaches to addressing youth violence will address the root causes in both spheres. With this in mind, the city will fund eight liaison positions, and one manager to oversee them, who will be dedicated to identifying the needs inside the DPS system, matching those needs with available city and community

resources, and working with the schools team to address the logistics involved in making those resources available to students and their caregivers.

The 5-8 FTE Community Liaison positions (number to be determined by available budget, with the salary for individual hires commensurate with level of experience) will support attendance and serve as point for assessing students' needs and connecting them (and their families) with city and community resources. There will be no licensure requirements for these positions. The positions will be integrated with the work of the DPS mental health team. These positions will work in coordination with each other and other like positions in the DPS system to create a district-wide impact. To oversee the Community Liaison Program, DDPHE is also providing budget that may be used to fund managerial and/or project management staff at the district's discretion.

In the first year of the program, covered by this contract, these liaisons will be assigned to one of eight secondary pilot schools, including three of our alternative campus pathway schools, three of our comprehensive high schools, and two middle schools. Subject to change at DPS' sole discretion, the anticipated secondary pilot participants include: North High School, North Engagement Center, Lincoln High School, RESPECT Academy, George Washington HS, DELTA, Lake MS, and West MS. Working closely with the school leadership teams in these schools, they will design model programs that integrate city and district resources to address our collective youth violence prevention goals. Exhibit B includes a list of city programs that have been identified for potential integration with Denver Public Schools.

If the city chooses to create an addendum to this contract to expand the program into a second year, the liaison positions will be integrated into the districts' school

leadership structure, which we anticipate will group like schools into ten elementary collaboratives and six secondary collaboratives. This will allow the liaisons to take the model programming and equitably scale it across the DPS system, as well as dive deep into preventative strategies targeting our younger youth.



### **Culturally Response Mental Health Talent Pipeline**

DPS and the City of Denver are working together to establish a program for generating a pipeline of culturally responsive mental health professionals that can fill school psychologists, school social workers, and potentially other mental health-related positions at DPS. With the manager funded under this contract leading the work, the district intends to take a three pronged approach to ensuring that community members with lived experiences that reflect those of our students can move into these important mental health roles:

1. **DPS Student Focus:** integrate mental health professions as an option in our EdConnect career pathway for students and recruit students into that pathway. The students could serve as School Support Liaisons while they attend school, and then post-graduation, as they gain experience and skills, move up a career path that could include Restorative Practice Coordinator, Dean of Culture and then Social Worker or Psych.
2. **Current Employees in Para/Entry Level Positions:** recruit current School Support Liaisons and Restorative Practice Coordinators into pathways that will lead to Dean of Culture positions. Provide programs and supports to get them to the Dean positions, including training.
3. **Current Deans of Culture:** recruit this group to enter School Psych and Social Worker Programs - starting with ones who already have Bachelor's degrees.

This program will be divided into two phases. In year 1, covered under this contract, DPS will focus on enhancing the processes and structures it has in place to attract, supervise and support graduate school students looking to become school social workers and psychologists, including providing stipends to those participating in the program directly or via community based organizations supporting the pipeline program. In year 2, for which DPS and DDPHE will need to sign an addendum to this contract, DPS will take a deep look at how to bring more candidates with lived experiences that match those of our students into graduate school programs, including creating a pipeline that pulls from DPS students and staff as well as interested community members.. During this phase, we anticipate utilizing funds to support some combination of stipends and tuition reimbursement.

### **Coordination of Wellness Winnie Outreach Services**

Coordination of Wellness Winnie outreach services to DPS students and their families

- DPS will collaborate with Wellness Winnie staff to develop the best way for the outreach activities to reach DPS students and their families
- DPS will work with Wellness Winnie staff ongoing to ensure the effectiveness of the activities

## Potential City Programs that May Be Integrated into DPS Systems

This list is not intended to be exhaustive, and it is the hope of the parties that we will identify additional city programs as part of the work under this contract.

### 1. Public Health & Environment -

- a. **Wellness Winnie Program**: Wellness Winnie is staffed with mental health counselors and peer navigators. Through shared experiences, peer navigators are skilled to support recovery and mental well-being. The Wellness Winnie menu of services includes:
  - i. Peer Support and Navigation
  - ii. Informal classes and presentations
  - iii. Sharps (used syringe or needle) disposal
  - iv. Behavioral health screening and assessment
  - v. Active referral to services, such as: medical, legal, social services
  - vi. Distribution of items, such as: socks, gloves, toiletries, etc.
  - vii. Rehydration and cooling from the heat
  - viii. Warming from the cold
  - ix. Narcan/Naloxone distribution
- b. **We Got This School Seminars**: Offers planned activities and events focused on suicide prevention and behavioral health and mental health. Currently engaged with 8 HS, 2 MS and 2 Elementary, including North Engagement, Northfield, Academy for urban learning, JFK, Hamilton, Colorado HS Charter Osage Campus DSST Cole, GALS, we are working to identify other DPS schools. [We Got This! Presentation](#)

- c. **We Got This Youth Summit:** In 2022, the City and County of Denver hosted its first mental health summit, *We Got This!* This summit series comprised two school-based pilot events as preparation and practice events before the main metro area youth-focused summit — by youth, for youth — which included informational sessions, music, mindfulness activities, and a keynote motivational speaker. The objectives: *We Got This!* youth summit events were to bring together teens and young adults from across the state to raise the awareness of the stressors teens face today; provide opportunities to explore a variety of coping mechanisms; increase knowledge of and increase access to mental health services; and to destigmatize the conversation around mental health and elevate the discussion within the community.
- d. In **Spring 2023** DDPHE Office of Community Behavioral Health is beginning planning for Youth Mental Health Summit. A working committee is forming now with the intent of planning for the event. [2022 Youth Summit Promotional PSA](#)

## 2. Denver Public Safety Youth Programs -

- a. We are in all three of those schools already. Youth delinquency prevention and intervention work. Same support as is available to those in truancy court:
  - i. screening/assessment services to identify risk factors that may be contributing to negative behavior
  - ii. Case planning to include referrals for services to address risk factors and basic needs.
  - iii. Case coordination support to ensure connection with other professionals supporting the family and assistance accessing

services as needed.

- iv. Support strategies to reduce referrals to Truancy Court through facilitation of Attendance Mediation Workshops.
- v. Access to evidence-based programs like Joven Noble and Habilitation, Empowerment, Accountability, Therapy (HEAT) which focus on improving outcomes for boys and young men of color.
- vi. Assistance supporting students who have runaway from home and/or are at high-risk for human trafficking.

b. Direct programming -

- i. [HYPE Vocational Program](#) - youth 16-18 The 10-week program is designed to provide participants with a well-rounded experience that builds their work-related skills to improve their chances of securing long-term employment. Currently based at The Urban Farm nonprofit organization, youth participants receive hourly pay for their work and learn valuable skills and mentorship from the HYPE program staff. Participants also receive weekly Financial Empowerment education and one-on-one Financial Coaching sessions from a Financial Coach from Denver's Office of Financial Empowerment and Protection.
- ii. [Curriculum through national compadres network](#), through school have instruction time - kids are referred for various reasons - doing restorative work with healing circles. One of the more culturally appropriate and

responsive programs. 12 week program. At Lincoln North West and Montbello.

- iii. [Strengthening families](#) - typically targets younger youth, but may be relevant for freshman

### 3. **Denver Human Services -**

- a. [Youth Empowerment Program](#)- leadership groups, targeted support, mentorship, case management, community service, internships & thematic retreats, financial support, emotional wellness literacy, trauma-informed practices, meditation, connection to therapeutic services, S.E.L.F. curriculum - Safety, Emotions, Loss, and Future.
- b. **Wrap-Around Supports** - help signing up for food assistance, Medicaid, financial assistance with rent and energy bills. Some offices provide free classes, legal clinics, and community resource navigators

### 4. **Economic Development & Opportunity - Workforce Services**

- a. **Youth Services:** The Denver Youth Employment Program offers Denver youth ages 14-24 the opportunity to connect to education and employment opportunities. Services include paid and unpaid work experience, occupational skills training, leadership development, supportive services, mentoring, career counseling, financial literacy, post-secondary readiness, in-demand industry information and connections, and follow up services.
- b. **Adult Services:** Denver Workforce Services assists employers to hire, train and retain a quality workforce while providing jobseekers access to employment, training and workforce development opportunities. Jobseekers are able to get

connected to and prepared for careers in in-demand industries through occupational skills training, industry-recognized certifications and work-based learning opportunities.

**5. Financial Empowerment -**

- a. **Summer youth employment and financial empowerment program.** How do we continue to help that metamorphosis of the summer youth employment and training programming. Financial equity gap - a lot of kids in that program come from generational poverty, integrate financial empowerment piece. It's not just an employment program any longer. Checks the box for youth violence prevention.
- b. **Youth Financial empowerment programing for students -** The goal of the Youth Financial Empowerment Program is to inform students of the financial ecosystem which includes but is not limited to affordable and safe banking, understanding the importance of obtaining and keeping a good credit score, to include budgeting, saving, investing and what a thriving wages means for their journey.
- c. **Financial navigation for families which include: city services, non-profits, state and federal** services to navigate all the federal stimulus assistance - help them navigate those systems and understand what is available to them. Big opportunity to us. After high school. Have pathways for our kids to not just in a job. Not even a liveable wage - a thriving wage - if we are going to bridge that gap - work live play and stay in Denver - not living check to check - get them to a wealth building wage or pathway - where our mind is with our office.

- d. **Also working on child savings accounts this year.** Would be great for 17 year olds to have 700+ credit score based on banking relationship. One thing that came out of our meetings today - around pathway schools - a lot of conversations in silos - with different areas of DPS - how do we bring all of that together and take an inventory - to ensure collective impact, investing and providing that wrap around.

6. **OCA -**

- a. community crisis response, and [Youth Violence Prevention](#) more broadly.
- b. Service menu from [Servicios De La Raza](#).

7. **Office of Community Violence Solutions** [Nicole.Monroe@denvergov.org](mailto:Nicole.Monroe@denvergov.org)

a. **Gang Intervention Program (Outreach & Multidisciplinary Team (MDT))**

- i. GRID utilizes five (5) Gang Outreach Workers who have an in-depth knowledge of both gang culture and Denver communities to provide individual and family mentoring and advocacy to high-risk gang members and families, promoting gang disengagement and ensuring greater comprehension of and cooperation with such services being provided.

- 1. Gender-Specific Programing: Girls, Juvenile Delinquency, and Gangs (New)

- a. Services are contracted with a community based organization to provide specialized case management services to young woman with risk factors that place them at medium to high risk for future gang involvement.



- ii. A multidisciplinary team comprised of system and community organizations the specialize in victim support ser-vices that will coordinate communication and direct services, reduce duplication of efforts, discuss and follow-up on cases, coordinate training, identify barriers for victims and families in seeking services and identify new strategies to enhance victim responses."

**b. G.R.E.A.T Program**

- i. Through a partnership with Denver Public Schools, implementation of the Gang Resistance, Education, and Training (G.R.E.A.T.) school-based, gang prevention program in elementary and middle school sites in each of the target areas.

**c. The Community-Based Gang Violence Intervention Program**

- i. Strategy is a two-pronged approach, integrating both Gang Violence Interruption efforts and Individualized Service Provision. Implementation of both components allows for both proactive and reactive strategies to reducing gang violence in the community by addressing the service needs of those most likely to be involved in violence and by identifying the causes of and solutions to conflicts between individuals and groups within the community. A primary focus is on responding to gang involved incidents and confrontations in the community.

**d. Secondary Prevention Services**

- i. Secondary prevention services are provided to high-risk youth and their families. Secondary gang prevention refers to programs and services that

are directed toward youth who have already displayed early signs of problem behavior and are at high-risk for gang involvement. Selected programs will concentrate their resources on those high-risk and hard-to-reach youth who are most likely to join local gangs.

**e. Safe Haven**

1. Faith-based initiative aims to support secondary victims of violence, specifically children and families who are repeatedly exposed to community gang violence such as assaults, shootings, and homicides (brings trauma assessment, spiritual and emotional support, and service connection to secondary victims).

BUDGET LINE	DESCRIPTION	Position Code(s)	Employee Name(s)	Employee ID(s)	FTE	ASSIGNMENT PRO RATA SALARY	SALARY + BENEFITS	TOTAL \$
Youth Resilience Liaison (Salary & Benefits)	FTE dedicated to coordinate with city & community (salary commensurate with experience, includes benefits).	82303, 82302, 82301, 82864	AMANDA POMBAR, CI	100300995, 100289171, 100289171, 100289171	5	\$247,229.33	\$320,013.65	\$320,013.65
Juvenile Court Liaison (Salary & Benefits)	FTE dedicated to support youth violence prevention with a mental health focus with youth involved in the juvenile justice system	48858, 48858	TERESA GRIMES, MO	100004524, 100299399	0.33	\$112,822.56	\$145,992.39	\$48,664.13
Youth Resilience Liaison Oversight (Salary & Benefits)	FTE to oversee and coordinate the liaisons, split across managerial and/or project management positions at DPS' discretion (includes benefits).	82296	JOSEPH TRUJILLO	100280568	1	\$89,018.00	\$115,189.29	\$115,189.29
Mental Health Talent Pipeline Manager (Salary & Benefits)	FTE to oversee and coordinate the mental health pipeline program (includes benefits).	60286	MARIO ORTIZ	100248653	1	\$73,000.40	\$94,462.52	\$94,462.52
Grant Analyst Position (Salary & Benefits)	FTE to oversee the grant serving in the capacity of a Grant Analyst.	56591	GARRETT MELDRUM	100298662	0.2	\$69,300.56	\$89,674.92	\$17,934.98
Stipends for Mental Health Talent Pipeline	A combination of: 1. Stipends to incentive existing graduate program candidates to take their internships with DPS to make us more market competitive. 2. Fees to community based organizations supporting the recruitment, placement, and/or supervision of graduate program candidates at DPS. 3. Tuition reimbursement for DPS staff who want to enroll in programs that will allow them to achieve the required certification for mental health roles, including school social worker and school psychologist.	N/A	N/A		N/A			\$55,000.00
Participation Stipends	Stipends to be paid to school staff to attend youth violence prevention related professional learning and planning sessions outside of normal work calendars / contracts. Stipends to be paid to CBOs for engagement in supporting design and roll out of youth violence prevention programs	N/A	N/A		N/A			\$54,750.00
Program Integration	Stipends or contractor fees for professionals with a background in school counseling and curriculum creation who will design the integration of existing DPS programs to help youth engage meaningfully with their futures, increasing protective factors that support mental health.				N/A			\$58,000.00
Equipment	HR says \$1000 per staff member. The court liaisons and me have other funding sources, so there shouldn't be more than 6.	N/A	N/A		N/A			\$7,333.33
Mileage Reimbursement	65.5 cents per mile for 2023. Denver is 10 x 10 miles. Assuming 10 miles a day x 235 days x 6 staff = \$9,235.50. Rounded up.	N/A	N/A		N/A			\$10,000.00
Conference / Travel	For attending Youth Violence Prevention Program related trainings/conferences.	N/A	N/A		N/A			\$10,000.00
Indirect Cost	Indirect Costs	N/A	N/A		N/A			\$69,752.09
<b>TOTAL</b>								<b>\$861,100.00</b>

## EXHIBIT A-01 - BUDGET

BUDGET LINE	DESCRIPTION	Position Code(s)	Employee Name(s)	Employee ID(s)	FTE	ASSIGNMENT PRO RATA SALARY	SALARY + BENEFITS	TOTAL \$
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Indirect Cost	Indirect Costs	N/A	N/A		N/A			\$69,752.09
<b>TOTAL</b>								<b>\$861,100.00</b>

Total Budget for Year 1: \$861,100  
Total Budget for Year 2: \$861,100  
Total Contract Budget: \$1,722,200