

SECOND AMENDATORY AGREEMENT

THIS SECOND AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **EASTER SEALS COLORADO**, a Colorado nonprofit, whose address is 393 S. Harlan Street, Ste. 250, Lakewood, CO 80226 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated April 5, 2022, and a Revival and Amendatory Agreement dated August 17, 2022, to provide disability navigation services to eligible participants within the City and County of Denver (the “Agreement”); and

WHEREAS, the Agreement expired by its terms on June 30, 2023, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend 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 July 1, 2023, all references to Exhibits A and A-1 in the existing Agreement shall be amended to read Exhibits A, A-1, and A-2, as applicable. Exhibit A-2 is attached and will control from July 1, 2023.

2. Section 3 of the Agreement, titled “**TERM**,” is amended to read as follows:

“3. **TERM**: The term of the Agreement (“Term”) shall commence on March 1, 2022, and expire, unless sooner terminated, on June 30, 2024. 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 4.4.1 of the Agreement, titled “**Maximum Contract Amount**,” is amended to read as follows:

“4.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Five Hundred Seventeen Thousand Four Hundred Thirty-Three Dollars (\$517,433.00) (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 the Contractor beyond that specifically described in **Exhibits A, A-1, and A-2**. Any services performed beyond those in **Exhibits A, A-1, and A-2** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Section 22 of the Agreement, titled “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**,” is amended to read as follows:

“22. **INTENTIONALLY OMITTED.**”

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

6. This Second 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-2**, Scope of Work.

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Contract Control Number: SOCSV-202367649-02 / SOCSV-202161616-02
Contractor Name: EASTER SEALS 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

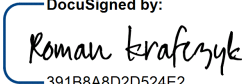
By:

By:

By:

Contract Control Number:
Contractor Name:

SOCSV-202367649-02 / SOCSV-202161616-02
EASTER SEALS COLORADO

By:  _____
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Name: Roman Krafczyk
(please print)

Title: CEO/ President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Easter Seals Colorado
SCOPE OF WORK
SOCSV-202367649-02
Exhibit A-2

I. Purpose of Agreement

The purpose of the contract is to establish an agreement and Scope of Work between Denver Human Services (DHS) and Easter Seals Colorado (ESC) to provide disability navigation services to eligible participants within the City and County of Denver.

II. Background

In 2019 the Colorado General Assembly passed, and the Governor signed HB19-1223, which established the Disability Navigator Program. The Disability Navigator Program aims to help persons with disabilities participating in the State Aid to the Needy and Disabled (AND) Program navigate the application and appeals process for federal disability benefits under the Supplemental Social Security Income (SSI) and Social Security Disability Income (SSDI) Program.

Disability Navigation services are vital for recipients to be able to successfully navigate the complex requirements of obtaining Social Security benefits. Navigation services provided to AND clients are designed to significantly decrease the burden and confusion experienced by the recipient when applying for Social Security benefits. The intent of providing navigation services to AND clients as early as possible is to decrease the wait time and to remove barriers experienced by recipients when applying for Social Security benefits. Navigation services will assist recipients by greatly reducing the time from application to the actual receipt of SSI benefits.

III. Services

Under this agreement ESC will assist AND clients in navigating the application and appeals process for federal disability benefits under the SSI and SSDI program. ESC will facilitate a webinar series designed to simplify Social Security's complex application process, so that AND clients can successfully apply for benefits at the initial level without the need for representation. Webinar sessions will include the following:

- Webinar #1: The SSA Disability Programs and Process
- Webinar #2: The SSA Application Forms
- Webinar #3: The Medical Eligibility Criteria
- Webinar #4: Transition from Child to Adult Disability
- Webinar #5: The SSA Work History Report
- Webinar #6: The SSA Adult Function Report

IV. Roles and Responsibilities

DHS Shall:

A. Refer eligible AND clients to ESC utilizing the following process:

1. DHS Eligibility staff person shall complete the referral document provided by the Colorado Department of Human Services (CDHS) with complete information by adhering to the internal process developed by DHS.



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Exhibit A-2

2. The referral shall be sent to ESC within 2 calendar days of member application or redetermination.
 3. The Colorado Benefits Management System (CBMS) Navigation screen shall be completed by DHS eligibility staff person with all required information.
 4. DHS eligibility staff will verify with each client, their desire to be referred to ESC for navigation services and the client's verification will be documented in the eligibility records.
- B. Assist ESC with the continuity of AND Medicaid eligibility, if issues arise.
- C. Notify the ESC Navigator if member becomes ineligible for AND or Medicaid within 5 calendar days.

ESC Responsibilities:

A. ESC Intake Coordinator (IC):

1. Upon receiving referrals from DHS, reach out to the client within seven (7) calendar days.
2. In speaking with the client, determine what services the client needs and connect them to the services.
3. Work with the county to ensure that Disability Benefits Services (DBS) receives an appropriate number of referrals. If DBS advocates' caseloads are at capacity, then the IC will meet established outcomes by connecting the client to the Social Security Administration (SSA) for a scheduled application meeting and create the protective filing date within fifteen calendar days.
4. DBS will work with the Denver SSA field office to devise a system whereby DBS can quickly schedule clients for appointments and communicate appointments with the referred customers.
5. For clients referred to an Initial Claims Advocate (ICA), the IC will create an electronic PDF based on information from DHS and/or the client.
6. Contact the SSA and Disability Determination Services (DDS) once to twice a month about the status of DBS cases and respond to those agencies' needs.
7. If DBS receives written requests from the SSA or DDS, the IC will be able to communicate those to the Initial Claims Advocate (ICA) promptly so that the ICA can respond to the SSA or DDS within ten calendar days and coordinate necessary communication with the client as needed as well as obtain updates from them.
8. Obtain releases of information (ROI) from the client and submit them to the appropriate person, agency, or business.
9. Track and record opinion letter requests and follow-up as needed.
10. The IC will actively work with the ICA to develop the record and ensure that DDS has a complete medical record at the time of their decision. All staff will be able to refer the client to appropriate treatment so that their record may be enhanced and properly show their level of impairment.

B. ESC Initial Claims Advocate (ICA):



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Exhibit A-2

1. Coordinate referrals with the IC based on their caseload capacity. As previously noted, when the ICA is at capacity, the IC will be able to create a protective filing date and schedule an application appointment with referred clients. For referred clients, the ICA will contact the client promptly to continue the application process.
2. Meet with the client and third parties (e.g., family, friends, case workers) to complete the application documents, including the Social Security Disability Insurance (SSDI) application, Social Security Income (SSI) application, adult disability report, authorization to release information, and when needed, a work activity report, as well as any other document requested by the SSA.
3. Become the client's appointed representative and help them complete the work history and function reports, refer the client for appropriate treatment, coordinate the gathering of medical records and opinion evidence with the IC, coordinate DDS requested consultative examinations with the client, and help the client complete all other requested reports for the SSA/DDS.
4. Respond to requests by the SSA/DDS within ten days as well as coordinate with the IC regarding the status of cases at those agencies.
5. Serve as the client's representative through reconsideration if the client is denied at the initial level. In such cases, the ICA will file the client's appeal with the SSA office and continue to ensure the record is updated for DDS as well as provide all other appropriate services noted above.

C. Disability Benefits Services Appeals Manager (AM)

1. Coordinate referrals with the IC based on caseload capacity. While an emphasis on initial application approval is important, many clients will still be denied at the Initial and Reconsideration levels and will need continued support throughout the Hearing and Appeals Counsel levels of appeal.
2. The AM will accept referrals for clients who have requested a hearing within the last six months and do not have a hearing scheduled.
3. If the AM represents a client denied at the hearing level, then they will also file an appeal and represent them before the Appeals Counsel. However, the AM will not represent a client at the Appeals Counsel if they did not represent the client at the hearing.
4. Assist clients with their appeals by coordinating evidence gathering with the IC, reviewing medical records, drafting a brief, conducting a pre-hearing client meeting, and representing the client before the Administrative Law Judge at the hearing.
5. Supervise the work of the IC and ICA and provide ongoing training to ensure DBS is providing the highest level of quality service.
6. Work closely with DHS management to trouble shoot any issues that may arise.

V. Process and Outcome Measures

A. Process Measures



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Exhibit A-2

1. ESC will provide disability navigation services for up to 250 AND participants throughout the term of this agreement.
2. ESC will provide initial and appeals application assistance to increase connection to disability benefits.
3. ESC shall comply with any additional requests during the initial application or the appeals process from SSA or DDS on behalf of the client i.e. assistance with obtaining medical records, past employment information

B. Outcome Measures

1. ESC will demonstrate an increased percentage of SSI or SSDI approvals.
2. ESC demonstrates a reduced time to SSI or SSDI decisions.
3. ESC will demonstrate a reduction in participant time spent on the AND program.

VI. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the program area and other designated DHS staff throughout the term of the agreement. Contractor may be reviewed for:

1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
2. **Contract Monitoring:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. Financial Services, in conjunction with the DHS program area and other designated DHS staff, will provide performance monitoring and reporting reviews. DHS staff will manage any performance issues and will develop interventions to resolve concerns.
3. **Compliance Monitoring:** Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards and policies.
4. **Financial Monitoring:** Will ensure that contracts are allocated and expended in accordance with the terms of the agreement. Contractor is required to provide all invoicing documents for the satisfaction of Financial Services. Financial Services will review the quality of the submitted invoice monthly. Financial Services will manage invoicing issues through site visits and review of invoicing procedures.

B. Reporting

The following reports shall be developed and delivered to the City as stated in this section.

| Report Name | Description | Frequency | Reports to be sent to: |
|-------------|-------------|-----------|------------------------|
|-------------|-------------|-----------|------------------------|



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|----------------------------|---|--|---------------------|
| 1. Contract Summary Report | Report shall summarize all functions performed, and how services provided contributed toward the goals identified within section V of this SOW. | No later than 30 days past the end of the current contract term. | AND Program Manager |
|----------------------------|---|--|---------------------|

VII. DHS funding information:

- A. **Program Name: Aid to the Needy and Disabled**
- B. **Funding Source: 13008-5541100**

VIII. Budget

Invoices and reports shall be completed and submitted on or before the 15th of each month following the month services were rendered 100% of the time. ESC shall use DHS' preferred invoice template, if requested. Invoicing supporting documents must meet DHS requirements.

Invoices shall be submitted to: DHS Contractor Invoices@denvergov.org or by US Mail to:

Attn: Financial Services
Denver Human Services
1200 Federal Boulevard
Denver, Colorado 80204

| | | |
|---|---------------|---------------------------------------|
| Contractor Name: Easter Seals Colorado | | |
| Fiscal Term: 7/1/2023- 6/30/2024 | | |
| Program Name: Aid to the Needy and Disabled | | |
| Contract Number: SOCSV-202161616-02 & SOCSV-202367649-02 | | |
| ITEM | BUDGET | BUDGET NARRATIVE JUSTIFICATION |
| DIRECT COSTS | | |
| Staffing | | |



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Exhibit A-2

| | | |
|--|------------------|--|
| Intake Coordinator | \$47,250 | Salaried position working a portion of their time, to be reimbursed at cost. Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. |
| Initial Claims Advocate | \$52,500 | Salaried position working a portion of their time, to be reimbursed at cost. Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. |
| Disability Benefits Services Appeals Manager | \$62,000 | Salaried position working a portion of their time, to be reimbursed at cost. Denver Human Services (DHS) will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. |
| Fringe – For all positions | \$29,115 | Fringe benefits and payroll taxes will be reimbursed at cost. Fringe includes employer portion of the following items: Worker’s Compensation Insurance, Medical & Dental Insurance. This list is not all inclusive and any Fringe not included on this list would require written preapproval from the Program Manager and Financial Services Division (FSD). |
| Sub-Total – Staffing Cost | \$190,865 | |
| Other Direct Costs | | |



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| | | |
|-------------------------------------|-----------------|---|
| Staff Training | \$1,900 | Disability Continuing Education and Non Attorney Certification Trainings for staff, to be billed at cost. <i>*All trainings must be completed within the term of this agreement. The training must be completed prior to invoicing and certification must be provided along with proof of attendance and proof of payment. Any training not listed in this narrative must be preapproved by the DHS Program Manager prior to the contractor incurring the expense.</i> |
| Membership Fees | \$885 | Membership to the National Organization of Social Security Claimants' Representatives prorated per month, per user. |
| Subscriptions | \$5,429 | Subscriptions to support employees including; Calendly prorated per month per user, Job Sleuth prorated monthly per user and Case Management software prorated per month per user. |
| Office Supplies | \$1,203 | Office supplies including but not limited to the following; pens, paper, and other needed materials. These supplies must be directly related to a program function. |
| IT Support | \$3,600 | IT support prorated per user, per month. Represents a portion of total IT support costs utilized to directly support employees working under this contract. |
| Phone/Communications | \$1,296 | Phone and other communication expenses including hot spots per user per month and phone per user per month. |
| Sub-Total Other Direct Costs | \$14,313 | |



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| | | |
|---------------------------|------------------|--------------------------|
| Total Direct Costs | \$205,178 | |
| Indirect Costs | \$20,517 | 10% of Total Direct Cost |
| Total budget | \$225,695 | |

Contract Summary of Amounts:

| Contract Version | Term | Previous Amount | Additional Amount | New Contract Total |
|---------------------------------|----------------------|------------------------|--------------------------|---------------------------|
| Base | 3/1/2022 – 6/30/2022 | \$0 | \$78,348 | \$78,348 |
| 1st Amendment | 7/1/2022 – 6/30/2023 | \$78,348 | \$213,390 | \$291,738 |
| 2nd Amendment | 7/1/2023 – 6/30/2024 | \$291,738 | \$225,695 | \$517,433 |