

### THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "City"), and the REGENTS OF THE UNIVERSITY OF COLORADO, A BODY CORPORATE, ACTING ON BEHALF OF THE KEMPE CHILDREN'S CENTER, DEPARTMENT OF PEDIATRICS, UNIVERSITY OF COLORADO SCHOOL OF MEDICINE whose address is Anschutz Medical Campus, Building 500 Room W1126, 13001 East 17<sup>th</sup> Place, P.O. Box 6508, Aurora, CO 80045-0508 (the "Contractor").

08-270-C

#### RECITALS

A. The City and the Contractor entered into an Agreement dated March 18, 2008, as amended by an Amendatory Agreement dated June 23, 2009, and a Revival and Second Amendatory Agreement dated May 25, 2010, (together, the "Agreement") to provide a nationwide network to improve the health and well-being of children and families who have witnessed traumatic events. The CFDA number is 93.243.

B. The City and the Contractor now wish to further amend the Agreement to increase services to be provided and the total amount of compensation to be paid to the Contractor for such additional services.

**NOW, THEREFORE**, the parties hereby amend the Agreement as follows:

1. Subparagraph A of Paragraph 3, entitled "**Fees and Expenses**", is amended to read as follows:

"**A. Fees and Expenses**: Subject to the provisions of Article 3.C. below, the Contractor agrees to accept as full compensation from the City under this Agreement, for completion of all the items of work contained in this Agreement and Exhibit A, A-1, and A-2, an amount not to exceed **One Million, One Hundred Thirty-Six Thousand, Four Hundred Sixty-Two and 00/100 Dollars (\$1,136,462.00)** (the "Maximum Contract Amount"), to be used in accordance with the budget contained in Exhibit A, A-1, A-2, and A-3."

2. All references to "...Exhibit A, A-1 and A-2..." in the existing Agreement shall be amended to read: "...Exhibit A, A-1, A-2, and A-3, as applicable..." Exhibit A-3 attached to this Third Amendatory Agreement is incorporated by reference here.

3. Except as amended herein, the Agreement is revived, reaffirmed, and ratified in each and every particular.

4. This Third Amendatory Amendment may be executed in two (2) counterparts,

each of which is an original and constitute the same instrument.

5. This Third Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties have executed this Third Amendatory Agreement as of the date first written above.

ATTEST:

CITY AND COUNTY OF DENVER:

By: \_\_\_\_\_  
STEPHANIE Y. O'MALLEY, Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

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

RECOMMENDED AND APPROVED:

By: *[Signature]*  
Department of Human Services

APPROVED AS TO FORM:  
DAVID R. FINE  
CITY ATTORNEY for the City and County of Denver

REGISTERED AND COUNTERSIGNED:

By: \_\_\_\_\_  
Manager of Finance

By: \_\_\_\_\_  
Assistant City Attorney

Contract Control No. **GE72250(3)**

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

“CITY”

ATTEST: [If required by Corporate procedures]

REGENTS OF THE UNIVERSITY OF COLORADO, A BODY CORPORATE, ACTING ON BEHALF OF THE KEMPE CHILDREN'S CENTER, DEPARTMENT OF PEDIATRICS, UNIVERSITY OF COLORADO SCHOOL OF MEDICINE

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

Title: \_\_\_\_\_

Taxpayer (IRS) I.D. No. 74-2161737 846000555

By: *[Signature]* 9/18/10

Name: Christine Ahearn  
Asst. Director Contracts,  
Policy and Education  
Office of Grants and Contracts

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

“CONTRACTOR”

EXHIBIT A-3



DENVER  
THE MILE HIGH CITY



DENVER  
THE MILE HIGH CITY

Department of Human Services  
Partnering with our community to protect  
those in harm's way and help all people in need

CITY AND COUNTY OF DENVER  
DEPARTMENT OF HUMAN SERVICES  
Accredited by Child Welfare League of America Since 1949  
Contracting Services  
Business Management Division  
1200 Federal Boulevard, Fourth Floor  
Denver, Colorado 80204-3221  
Phone: 720-944-2233 FAX Phone: 720-944-2224  
[http://denvergov.org/Contracting\\_Services/](http://denvergov.org/Contracting_Services/)  
Email: DHS\_Contracting\_Services@dhs.co.denver.co.us

Contractor Name: University of Colorado - Kempe Center Contact Name: Rob Murchison  
Contract Term: 10/1/09-9/30/10  
Program Name: National Child Trauma Services Contract Number: GE72250 (3)

INDIRECT COSTS:	Total Budget	Budget Narrative Justification
<b>ADMINISTRATION</b>		
<u>Staffing</u>		
Salary - Administrator	\$16,500.00	Will fund an administrative/case management assistant who will provide administrative and clinical support to faculty and staff in areas of case management, data management, and administrative tasks necessary to our clinical and evaluation efforts or to securing additional funds to make these efforts sustainable
Salary - Fringe	\$4,785.00	
<b>Sub-Total</b>	<b>\$21,285.00</b>	
<u>Other Administrative Costs</u>		
<b>Sub-Total (Other Costs)</b>	<b>\$0.00</b>	
<b>FACILITIES</b>		
<u>General Operating and Overhead Costs</u>		
Administrative - Fees	\$10,962.00	UCHSC Indirect Rate - 10% The University of Colorado Health Sciences Center Indirect Rate for this project is 10%. (Excludes Rent and Utilities)
<b>Sub-Total</b>	<b>\$10,962.00</b>	
<b>Total Indirect Costs</b>	<b>\$32,247.00</b>	
<b>DIRECT COSTS</b>		
<u>Other Costs</u>		
Travel Expense	\$0.00	Kim Shipman. Kempe Center will use carryover to maintain add'l support (20% FTE) of the Project Director's time (for a total of 95% time annually). The additional time will be focused on sustainability planning including (1) identifying and securing additional funding sources to sustain clinical service, and (b) securing grant funding that will facilitate additional dissemination and implementation of evidence-based practices for trauma-exposed children.
Board Development	\$0.00	
Professional Service Expenses	\$0.00	
Web Site	\$0.00	
Office Expense - Supplies	\$0.00	
Facilities	\$0.00	
<b>Sub-Total</b>	<b>\$0.00</b>	
<u>Staffing</u>		
Salary - Doctor	\$18,402.00	Clinical Director - 70 FTE to provide clinical service to Denver Department of Human Services and participate in NCTSN activities. \$43,344 (Salary-33,600+Benefits - \$9744)
Salary - Fringe	\$5,521.00	
Salary - Doctor	\$33,600.00	Training and Evaluation Director. To maintain additional support (15% FTE) the additional time will be focused on developing and implementing web-based data system for tracking clinical outcomes in our Center and in the communities we train in evidence-based treatments. These systems are critical to securing grant funding for clinical services as well as for evaluating our dissemination and implementation efforts.
Salary - Fringe	\$9,744.00	
Salary - Trainer	\$12,750.00	
Salary - Fringe	\$3,825.00	
Mileage Expense	\$4,501.00	
<b>Sub-Total</b>	<b>\$88,343.00</b>	We provide in-home clinical services. We have 2 staff who will provide in-home services in Year 3. Mileage reimbursement rate is .50/mile
<u>Client Services</u>		
<b>Sub-Total (Client Service):</b>	<b>\$0.00</b>	University Benefits included in above positions are at a rate of 30%
<b>Total (Direct Services):</b>	<b>\$88,343.00</b>	
<b>TOTAL BUDGET</b>	<b>\$120,590.00</b>	