

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 **SAVIO HOUSE**, a Colorado nonprofit, whose address is 325 King Street, Denver, 80219 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated June 29, 2022, to provide fiscal oversight to the Denver Collaborative Partnership and to assist with the implementation of the Family Strong Program that provides appropriate and effective delivery of services to children and families residing in the City (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 Exhibit A in the existing Agreement shall be amended to read Exhibits A and A-1, as applicable. Exhibit A-1 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 July 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 Six Hundred Twenty Thousand Dollars (\$620,000.00) (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 and A-1**. Any services performed beyond those in **Exhibits A and A-1** 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. Effective upon execution, a new Section 49, titled “**COMPLIANCE WITH DENVER WAGE LAWS**,” is hereby added to the Agreement as follows:

“49. **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 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 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.”

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

7. This Amendatory 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.

8. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-1**, Scope of Work.

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Contract Control Number: SOCSV-202368715-01, 202263001-01 Alfresco
Contractor Name: SAVIO HOUSE

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-202368715-01, 202263001-01 Alfresco
SAVIO HOUSE

DocuSigned by:
Norma Aguilar-Dave
By: 819EF6429F4149F...

Name: Norma Aguilar-Dave
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Savio House
SCOPE OF WORK
SOCSV-202368715-01

I. Purpose of Agreement

The Child Welfare Divisions (Youth and Community Support Services) of Denver Human Services (DHS) are part of a collaboration known as The Denver Collaborative Partnership (DCP). The purpose of the contract is to establish an agreement and Scope of Work between Denver Human Services (DHS) and Savio House (SH) under which SH will provide monthly fiscal oversight to DCP and the implementation of the Family Strong Program. Family Strong is a collaborative effort among Denver's youth-service agencies aimed at keeping youth with their own families and in their own communities. Family Strong is a full spectrum program with multiple opportunities to prevent further system involvement and promote earlier intervention and/or prevention. Effective and efficient operation of the DCP may lead to the provision of more appropriate and effective delivery of services to the children and families of Denver County.

II. Services

Family Strong will practice principles that incorporate the values and principles of teaming approaches to engage youth and their families; bring the perspective of the family into case planning and assessment process and in monitoring the success of plans; equip parents with the tools they need to manage challenging behaviors; and develop capacity of parents to support each other and build system supports that promote and help sustain the role of parents as a resource.

The key components of Family Strong are immediate intervention when requested by the family, active engagement of youth and families, and timely access to effective services and support. Services are community-based and ensure community safety to meet the youth and family's level of need (low, moderate, high) and are a multi-system collaboration in the community.

A. Family Strong Program Coordinator

- To work 100% of their time on the Family Strong program.
- Provides oversight and final approval of the Family Strong referrals and program selection.
- Facilitates the hand off of clients to the providers for service.
- Provides reporting and information to the 5 referring partner agencies.
- Supervises the Family Strong Screener
- Provides oversight of ongoing service delivery and coordinating with providers and referral sources

B. Family Strong Screener

- To work 100% of their time on the Family Strong program.
- Responsible for evaluating fit for programs by clients and families.
- Support information sharing between referral sources and referral partners.



Savio House
SCOPE OF WORK
SOCSV-202368715-01

C. Part Time Screener

- Work a portion of their time on the Family Strong Program.
- Work a portion of their time evaluating fit for programs by clients and Families.
- Work a portion of their time support information sharing between referral sources and referral partners.

D. Director

Work a portion of their time to:

- Provide supervision to Program Coordinators under Collaborative Management Program and FamilyStrong programs.
- Coordinate with Savio Management Group regarding personnel matters.
- Assist with facilitation of staffings.
- Review staffing reports before submitting to Court and team.
- Coordination and oversight of Shared Provider meetings.
- Oversight of budgets in coordination with SMG and DCP Program Coordinators for all funding streams under DCP; making final decisions to establish budgets.
- Complete the annual required Memorandum of Understanding to maintain CMP designation.
- Manage all grant funds-compliance, reporting and data tracking in collaboration with DCP Program Coordinators.
- Complete Annual Report in collaboration with DCP Program Coordinators per CMP standards that determines CMP funding.
- Coordinating DCP Interagency Oversight Group (IOG) meeting and providing regular updates on performance measures and systems level updates.
- Explore options for funding and sustainability of programs under DCP to continue meeting needs of families and DCP partner agencies.
- Complete grant applications as agreed by the IOG to build upon funding sources for DCP.
 - Coordinate with partners and DCP Program Coordinators.
- Providing guidance and trainings to Program Coordinators for DCP staff members.
- Systems level planning with stakeholders (Courts, Mental Health, Child Welfare, Juvenile justice) regarding the roles and responsibilities of CMP including the following but not limited to:
 - Juvenile Services Planning Committee.
 - Crossover Youth Practice Model.
 - Best Practice Court Team.



Savio House
SCOPE OF WORK
SOCSV-202368715-01

- Ensuring that services provided or purchased by the partner agencies is strength based, family centered and supports diversion from institutional care and the achievement of family valued outcomes.
- Assist meeting with providers as needed to review service quality, contracts and funding.

III. Background Checks

Contractor shall provide background checks for all current and prospective employees of Contractor, and/or any subcontractor who has any direct contact with a child involved in any phase of an open child welfare case including, without limitation, those in the process of being placed and those who have been placed in out of home care. Each employee, prospective employee and/or subcontractor shall submit a complete set of fingerprints to the Colorado Bureau of Investigation (CBI) that were taken by a qualified law enforcement agency to obtain any criminal record held by the CBI.

A. Contractor Employees and Subcontractors

- The person's employment is conditional upon a satisfactory criminal background check and subject to the same grounds for denial or dismissal as outlined in 26-6-104(7), C.R.S., including:
 - Checking records and reports; and
 - Individuals who have not resided in the state for two years shall be required to have Federal Bureau of Investigation (FBI) fingerprint-based criminal history.
- Payment of the fee for the criminal record check is the responsibility of the Contractor or at Contractor's option individual being checked. In either case, DHS will not reimburse any of the costs associated with background checks.

B. Volunteers and Students:

1. If volunteers or students are used by Contractor, Contractor shall define specifically the services to be given by that individual.
2. Volunteers and students who are assigned to work directly with the children shall:
 - Be subject to reference checks similar to those performed for employment applicants.
 - Be directly supervised by Contractor's paid and qualified staff member shall be present at all times when the volunteer or student is working directly with or having direct contact with any child or children.



Savio House
SCOPE OF WORK
SOCSV-202368715-01

- Be oriented and trained in the culture of the agency, confidential nature of their work, and the specific job which they are to do prior to assignment.
- Provisions for employment and volunteer/student related background check inquiries will be followed as outlined in Section 7.701.32 “Use of Reports and Records of Child Abuse or Neglect for Background and Employment Inquiries”.

IV. Process and Outcome Measures

A. Process Measures

- Service provision to the target population of youth between the ages of 10 and 17 years old who are at risk of out-of-home placement.
- Provide collaboration to prevent further system involvement and promote earlier intervention and/or prevention.

B. Outcome Measures

- The Family Strong Program will serve 150 youth and their identified family and kin participants.
- Out of the 150 projected youth to participate in the Family Strong service, no more than 10% (15 youth) will be placed in out-of-home placement through Denver Human Services as indicated by removal data in Trails for youth eligible for this review at the 3, 6, 12-month post discharge from services under FamilyStrong.

V. 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



Savio House
SCOPE OF WORK
SOCSV-202368715-01

- 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:
1. Contract Summary Report	Report shall demonstrate all functions performed, and how services provided met the overall goals of this agreement. Other data will include total budget per line item, amount spent, and an explanation as to unspent funds, etc.	Contract End, within 45 days after Term End.	Erin.stremming@denvergov.org dhs_contracting_services_documents@denvergov.org

VI. DHS funding information:

- A. **Program Name:** Child Welfare Initiative
- B. **Funding Source:** Child Welfare Services Block Grants 13005-5533010

VII. 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. Contractor 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



Savio House
SCOPE OF WORK
SOCSV-202368715-01

1200 Federal Boulevard
Denver, Colorado 80204

Contractor: Savio House		
Contract Number: SOCSV 202368715-01		
Fiscal Term: Term: 7/1/2023 - 6/30/2024		
Program Name: Family Strong		
Budget Categories	Budgeted Amount	Budget Narrative Justification
Direct Costs		
Salaries		
Director	\$37,500	Salaries, cost of leave (PTO, vacation, sick, holidays, including payout at end of employment) wages for Director will work a portion of their time on the Family Strong program and to be reimbursed at cost. DHS will not pay for bonuses or severance payments.
Program Coordinator	\$66,216	Salaries, cost of leave (PTO, vacation, sick, holidays, including payout at end of employment) wages for the Program Coordinator to work 100% of their time on the Family Strong program and to be reimbursed at cost. DHS will not pay for bonuses or severance payments.
Part Time Screener	\$26,000	Salaries, cost of leave (PTO, vacation, sick, holidays, including payout at end of employment) wages for part time Screener that will work a portion of their time on the Family Strong program and to be reimbursed at cost. DHS will not pay for bonuses or severance payments.
Screener	\$47,380	Salaries, cost of leave (PTO, vacation, sick, holidays, including payout at end of employment) wages for the Screener to work 100% of their time on the Family Strong program and to be reimbursed at cost. DHS will not pay for bonuses or severance payments.
Total Salaries	\$177,096	
Fringe Benefits		



Savio House
SCOPE OF WORK
SOCSV-202368715-01

Director Fringe	\$10,500	Director fringe benefits and payroll taxes (Fringe) will be reimbursed at cost. Fringe includes employer portion of the following items: payroll taxes (Social Security, Medicare, Federal unemployment, and state unemployment), insurance (medical, dental, vision, disability, and workers comp), pension or retirement plans. Leave payouts when an employee separates from their job will only be allowed if an employee was hired specifically for this program and all of their accrued leave was from this program.
Part Time Screener Fringe	\$7,020	Part Time Screener fringe benefits and payroll taxes (Fringe) will be reimbursed at cost. Fringe includes employer portion of the following items: payroll taxes (Social Security, Medicare, Federal unemployment, and state unemployment), insurance (medical, dental, vision, disability, and workers comp), pension or retirement plans. Leave payouts when an employee separates from their job will only be allowed if an employee was hired specifically for this program and all their accrued leave was from this program.
Program Coordinator Fringe	\$17,879	Program Coordinator fringe benefits and payroll taxes (Fringe) will be reimbursed at cost. Fringe includes employer portion of the following items: payroll taxes (Social Security, Medicare, Federal unemployment, and state unemployment), insurance (medical, dental, vision, disability, and workers comp), pension or retirement plans. Leave payouts when an employee separates from their job will only be allowed if an employee was hired specifically for this program and all of their accrued leave was from this program.



Savio House
SCOPE OF WORK
SOCSV-202368715-01

Screeener Fringe	\$12,793	Screeener fringe benefits and payroll taxes (Fringe) will be reimbursed at cost. Fringe includes employer portion of the following items: payroll taxes (Social Security, Medicare, Federal unempoyment, and state unempoyment), workers comp), pension or retirement plans. Leave payouts when an employee separates from their job will only be allowed if an employee was hired specifically for this program and all of their accrued leave was from this program.
Total Fringe	\$48,192	
Client Support Costs		
Client Support Cost	\$1,100	Items provided to clients for the Family Strong including school supplies, equipment, food supplies, gift cards for grocery stores, childcare supplies, housing support, household items, clothing costs, recreation expenses, and automotive costs, gas cards, bus passes or other transportation costs, utilities.
Subcontractor Services	\$59,226	Services provided to clients as recommend by Family Strong partners. All subrecipients must be identified but subcontractors should be named (if known). A description of program-related services (Wraparound, Multisystemic therapy (MST), Functional Family therapy (FFT), Tutoring, Mentoring, Substance Abuse Counseling, Mental Health Counseling, Anger Management, Translation Services, High Fidelity Wrap Services, Community Based Services, GED preparation services, Sex Offense Specific Treatment) should be included with the names. Subrecipients are responsible to adhere to all applicable rules/regulations and performance



Savio House
SCOPE OF WORK
SOCSV-202368715-01

		standards that DHS follows and the same applies to any additional subrecipients. Reimbursement is based on paid invoices of services provided to clients.
Total Client Support Cost	\$60,326	
Other Direct Cost		
Contractor & Staff Transportation (LOCAL)	\$3,100	Reimbursement of personal vehicle mileage (not to exceed the standard IRS rate at the time of travel), public transportation and ride share services. This includes parking, toll costs and one prepaid parking pass which will be paid for at actual use. A monthly log will be required to be submitted monthly with the invoice and must have: Log date, time parked, time leaving, cost for time of space, and amount left on the card associated with program-related travel. Tips are capped at 20% and expenses should follow IRS guidelines regarding travel.
Office Supplies	\$2,195	Office supply expenses must be identifiable and associated with delivery of services related to program. Cell Phones: Cell phone use. Business Cards: Business cards will be paid for staff that spend 100% of their time on a contract. If an employee does not spend 100% of their time on a contract, then their business cards should be an Indirect Cost.
Total Other Direct Costs	\$5,295	
Total Direct Costs	\$290,909	
Indirect Cost		
Indirect Cost	\$29,091	Indirect Cost Rate of 10% of direct costs not to exceed \$29,091
Total Costs	\$320,000	