

REVIVAL AND SECOND AMENDATORY AGREEMENT

THIS REVIVAL AND SECOND AMENDATORY AGREEMENT is entered into this _____ day of _____, 2009 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 17th Place, P.O. Box 6508, Aurora, CO 80045-0508 (the "Contractor").

RECITALS

- A. The City and the Contractor entered into an Agreement dated March 18, 2008, and an Amendatory Agreement dated June 23, 2009, to provide a nationwide network to improve the health and well-being of children and families who have witnessed traumatic events (the "Agreement"). The CFDA number is 93.243.
- B. The Agreement expired by its terms on September 30, 2009, and the Contractor has continued to provide services.
- C. The City and the Contractor wish to revive the Agreement, extend its term for an additional year, and increase the total compensation to be paid for such extended term.

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

1. Paragraph 2 of the Agreement, entitled "**TERM**", is amended to read as follows:
 - "2. **TERM**: The term of the Agreement is from October 1, 2007, to September 30, 2010."
2. 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, Fifteen Thousand, Eight Hundred Seventy-Two and 00/100 Dollars (\$1,015,872.00)** (the "Maximum Contract Amount"), to be used in accordance with the budget contained in Exhibit A, A-1, and A-2."
3. All references to "...Exhibit A and A-1..." in the existing Agreement shall be amended to read: "...Exhibit A, A-1, and A-2, as applicable..." Exhibit A-2 attached to this

08-270-B

Revival and Second Amendatory Agreement is incorporated by reference here.

4. Subparagraph B of Paragraph 3 of the Agreement, entitled "Invoices", is hereby deleted and restated to read as follows:

" B. Invoices: Funds will be disbursed in appropriate monthly increments upon receipt and approval of Contractor's monthly invoices. Contractor's invoices will include the "Detail for Project" report that lists all transactions for the work being performed. Contractor will also provide a spreadsheet for each billing period that lists salary, benefits and the %FTE for each individual on the grant or at a minimum a simple explanation that will document that the individual worked at the correct FTE. Invoices shall include a certification by the AR Accountant that to the best of the Accountant's knowledge the invoice amount is accurate.

Invoices submitted for payment must be mailed to the Agency within thirty (30) days following the month for which reimbursement is being sought. The Final Invoice must be submitted within thirty (30) calendar days of the date of expiration or earlier termination of the contract. Invoices submitted for services rendered after such deadline must be accompanied by a justification for the late submission. All invoices are due and payable within thirty (30) calendar days of the invoice date.

Any required performance reports will be submitted separately from the invoices and directly from the Principal Investigator and/or his/her department. Budget line item adjustments must be approved by the Manager in advance and no line item adjustment will cause the total budget to exceed the Maximum Contract Amount."

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

6. This Revival and Second Amendatory Amendment may be executed in two (2) counterparts, each of which is an original and constitute the same instrument.

7. This Revival and Second 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 Revival and Second 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: 
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(2)

By: _____
Auditor

"CITY"

ATTEST: [If required by Corporate procedures]

By: 

Title: Contract Admin.

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
Taxpayer (IRS) I.D. No. ~~74-2161737~~ 89-6002555

By: 

Name: Harlan L. Ray
(please print) Contracts Manager

Title: Grants and Contracts

"CONTRACTOR"

EXHIBIT A-2



SCOPE OF WORK, BUDGET AND GRANT DOCUMENTS

I. Purpose of Agreement

The purpose of the agreement is to establish a contract and Scope of Work/Budget between Denver Department of Human Services (DHS) and The Kempe Center for the Prevention and Treatment of Child Abuse and Neglect (Kempe) to provide services funded through the U.S. Dept. of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) and the National Child Traumatic Stress Initiative (NCTSI), a government effort to establish a nationwide network whose sole purpose is to improve the health and well-being of children and their families traumatized as a result of having witnessed or experienced traumatic events.

II. Program Goals & Outcomes

Goal	Outcome
Goal #1 Improve quality, effectiveness and availability of therapeutic services to all children and their families who experience traumatic events.	The development of the Denver – Kempe Trauma Collaboration Center
Goal #2 To adapt, implement, and sustain Child-Parent Psychotherapy (CPP) to abused and neglected children from birth to age three and their families who are involved in the child welfare system in Denver.	CPP will become “owned” and sustained by the Denver County Family to Family (F2F) Collaborations and community agencies.
Goal #3 Kempe will provide two clinicians and master level interns who will provide trauma treatment.	Provide trauma treatment to a minimum of 15 child protection cases.
Goal #4 Monthly clinical staffings on shared cases.	Kempe must attend 100% of all monthly clinical staffings.
Goal #5 Quarterly budget meetings with the DHS Grant Coordinator.	Kempe must attend 100% of all quarterly budget meetings with the DHS Grant Coordinator.
Goal #6 Contractor shall submit accurate and timely invoices in accordance to the requirements of this Agreement.	Invoices and reports shall be completed and submitted on or before the 15 th of each month 100% of the time.

III. Services

1. Development of the Denver –Kempe Trauma Collaboration Center
 - a. Project Director - will devote will devote 65% time to ensure goals and strategies, compliance with regulations, policies and procedures, assessments, diagnosis and



SCOPE OF WORK, BUDGET AND GRANT DOCUMENTS

psychotherapy are consistent with project design. She will also focus her efforts on treatment adaptations for child welfare and implementation and sustainability of evidence-based practices in our Center and throughout our community. She will offer training, supervision, and consultation for Child Trauma and DDHS child welfare staff. She will also coordinate participation in conferences and meetings, and preparation of required progress and fiscal reports as well as ongoing collaboration with other NCTSN sites and collaborative groups.

- b. Clinical Director – will devote 100% time to the management and oversight of the clinical aspects of this project. She will work closely with Ms. Liguori and Dr. Shipman to manage all clinical aspects of the project, including providing clinical supervision, offering case consultation to DDHS staff, and developing an advanced training clinic for clinicians to provide trauma-informed treatment to abused and neglected children.
 - c. Training-Evaluation Director - The Training and Evaluation Director will oversee the evaluation component of this project on a 70% FTE basis. S/he will develop and oversee all evaluation activities and supervise evaluation staff, provide trainings, and secure grant applications to ensure program sustainability. She will also coordinate community training efforts in evidence-based practices for agencies that provide services to children involved in child welfare.
2. Attend up to 3 out-of-state trainings and conferences.
 3. Four Parent Advisors and Four Community Members will be reimbursed for their participation, travel and child care as needed on each of four committees and focus groups. Time spent on an annual basis is expected to be 600 hours.

IV. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the program area and Contracting Services. 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 & Financial Monitoring:** Review and analysis of (a) current program information to determine the extent to which contractors are achieving established contractual goals; (b) financial systems & billings to ensure that contract funds are allocated & expended in accordance with the terms of the agreement. Contracting Services will provide regular performance monitoring and reporting to program area management. Contracting Services, in conjunction with the DHS program area, will manage any performance issues and will develop interventions that will resolve concerns.
3. **Compliance Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and the DHS annual plan & policies are being met.

B. Reporting



SCOPE OF WORK, BUDGET AND GRANT DOCUMENTS

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

Report # and Name	Description	Frequency
1. Monthly Reports	Report shall include progress on contract outcomes	Monthly
2. 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.
3. Other reports as reasonably requested by the City.	To be determined (TBD)	TBD

V. Background Checks

Provide background checks for all current and prospective employees of Contractor, and/or any contractor 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 contractor 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

1. 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:
 - a. Checking records and reports; and
 - b. 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.
2. 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:
 - a. Be subject to reference checks similar to those performed for employment applicants.
 - b. Be in good general health. City & Provider have the right to contact the individual's physician.

C. Volunteers and students shall be:

1. Directly supervised by a paid and qualified staff member who shall be present at all times when the volunteer or student is working directly with or having direct contact with any child or children.
2. Oriented and trained in the culture of the Family to Family site, 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."



SCOPE OF WORK, BUDGET AND GRANT DOCUMENTS

VI. Budget

A. Budget Requirements

1. Contractor shall provide the identified services for the City under the support of the Denver Department of Human Services using best practices and other methods for fostering a sense of collaboration and communication.
2. Budget line items that exceed 10% of the approved budget by the City must be submitted in writing to DHS Contracting Services detailing the requested change and must demonstrate the need. Budget modifications must be approved by the City prior to Contractor expending any funds.

B. Budget

The budget for this agreement is attached as a continuation of this exhibit.



DENVER
THE MILE HIGH CITY

SCOPE OF WORK, BUDGET AND GRANT DOCUMENTS

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 (2)

INDIRECT COSTS:	Total Budget	Budget Narrative Justification	
ADMINISTRATION			
<u>Staffing</u>			
Sub-Total	\$0.00		
<u>Other Administrative Costs</u>			
Sub-Total (Other Costs)	\$0.00		
FACILITIES			
<u>General Operating and Overhead Costs</u>			
Administrative - Fees	\$28,321.00	UCHSC Indirect Rate - 10% The University of Colorado Health Sciences Center Indirect Rate for this project is 10%. (Excludes Rent and Utilities) Travel for 3 staff to attend up to 3 out-of-state trainings and conferences at \$1,500 per trip. Airfare (\$750); lodging (\$450); meals (\$200); ground transportation (\$100) NCTSN Committee and Advisory Board Participation Expense- We have to reimburse the Parent Advisors (3) and Community Members (3) for their participation, travel and child care as needed on each of 4 committees and focus groups. Time spent on an annual basis is expected to be 100 hours at a cost of \$20/hour, or \$2,000 total. Mileage and out of pocket expenses including child care are expected to be \$2,000. Consultant costs- We will work with Karen Laugasen on database issues Website Development - Kempe Center will develop a website for the Child Trauma Program that will provide program information and information on resources for parents and professionals. Cost indicated is for site development. Program staff time associated with web development is already covered in budget. Supplies - project management software, document production and printing, postage and shipping, cell phone costs, professional costs, and food costs for focus groups, trainings and committee meetings Rent and Utilities - Project staff are located at the Kempe Center's Gary Pavilion in Aurora, CO. Utilities costs include two dedicated offices and the use of conference rooms, utilities, telephone and computer network services, security and maintenance.	
Sub-Total	\$28,321.00		
Total Indirect Costs	\$28,321.00		
DIRECT COSTS			
<u>Other Costs</u>			
Travel Expense	\$12,600.00	Kim Shipman will devote 65% time to ensure goals and strategies, compliance with regulations, policies and procedures, assessments, diagnosis and psychotherapy are consistent with project design. She will also focus her efforts on treatment adaptations for child welfare and implementation and sustainability of evidence-based practices in our Center and throughout our community. She will offer training, supervision, and consultation for Child Trauma and DDHS child welfare staff. She will also coordinate participation in conferences and meetings, and preparation of required progress and fiscal reports as well as ongoing collaboration with other NCTSN sites and collaborative groups. Clinical Director - Evelin Gomez, Ph.D: Dr. Gomez will devote 100% time to the management and oversight of the clinical aspects of this project. She will work closely with Ms. Liguori and Dr. Shipman to manage all clinical aspects of the project, including providing clinical supervision, offering case consultation to DDHS staff, and developing an advanced training clinic for clinicians to provide trauma-informed treatment to abused and neglected children. The Training and Evaluation Director will oversee the evaluation component of this project on a 70% FTE basis. S/he will develop and oversee all evaluation activities and supervise evaluation staff, provide trainings, and secure grant applications to ensure program sustainability. She will also coordinate community training efforts in evidence-based practices for agencies that provide services to children involved in child welfare. 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 University Benefits included in above positions are at a rate of 30%	
Board Development	\$4,000.00		
Professional Service Expenses	\$2,500.00		
Web Site	\$2,500.00		
Office Expense - Supplies	\$3,580.00		
Facilities	\$12,000.00		
Sub-Total	\$37,180.00		
<u>Staffing</u>			
Salary - Doctor	\$61,071.00		
Salary - Fringe	\$18,321.00		
Salary - Doctor	\$68,289.00		
Salary - Fringe	\$20,487.00		
Salary - Trainer	\$64,890.00		
Salary - Fringe	\$19,467.00		
Mileage Expense	\$5,500.00		
Sub-Total	\$258,025.00		
<u>Client Services</u>			
Sub-Total (Client Service):	\$0.00		
Total (Direct Services):	\$295,205.00		
TOTAL BUDGET	\$323,526.00		