

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made and entered into by and 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 AND THE STATE OF COLORADO**, a political subdivision of the State of Colorado, whose address is 1860 Lincoln Street, Denver, Colorado 80203 (the “Contractor”) collectively “the parties”.

### RECITALS:

**A.** The City and Contractor entered into an Agreement dated May 25, 2016, to provide comprehensive Head Start services for program year 2016-2017 (the “Agreement”).

**B.** The City and the Contractor wish to amend the Agreement to increase the Maximum Contract Amount to be paid to the Contractor and increase the total amount of non-federal share to be provided by the Contractor under the Agreement.

The Parties agree as follows:

**1.** All references in the Agreement to Exhibit B are amended to read as Exhibits B and B-1, as applicable. The budget marked as Exhibit B-1 is attached and incorporated into the Agreement by this reference. Effective as of July 1, 2016, Exhibit B-1 will supplement Exhibit B and payment under the Agreement will be made in accordance with Exhibit B and B-1.

**2.** All references in the Agreement to Exhibit D are amended to read as Exhibits D and D-1, as applicable. The document marked as Exhibit D-1 is attached and incorporated into the Agreement by this reference. Effective as of the date of this Amendatory Agreement as written on the City’s signature page below, Exhibit D-1 will replace and supersede Exhibit D in all respects.

**3.** Subparagraph D. (1) of Article 7, entitled “**Maximum Contract Amount**”, is amended by deleting and replacing it with the following:

**“D. Maximum Contract Amount:**

**(1)** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **One Million Seven Hundred Fifty-Two Thousand Eight Hundred Nine Dollars and Zero Cents (\$1,752,809.00)** (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.

4. Subparagraph F of Article 7, entitled "**Non-Federal Share Match**" is amended by deleting and replacing it with the following:

**F. Non-Federal Share Match.** The Contractor will provide its proportionate share of non-federal funds through cash or in-kind, fairly evaluated, contributions. The phrase "fairly evaluated" referenced in the preceding sentence will be interpreted in accordance with 45 C.F.R. Part 74.23 and/or 45 C.F.R. Part 92.24 as well as any other applicable federal regulations pertaining to match and cost sharing requirements for the Head Start program. Contractor's contribution under this Agreement will be **Four Hundred Thirty-Eight Thousand Two Hundred Two Dollars and Fifty Cents (\$438,202.50)** as set forth in more detail in Exhibit B and B-1, as applicable. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the nonfederal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City both Contractors' non-federal share contributions and the contributions of Subdelegates and any Vendor designated by the Director. Such contributions will be recorded on each expenditure variance report and in written reports forwarded to the City on a monthly basis. Each monthly report will list all contributions provided by Contractor and/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report. The City reserves the right to withhold, adjust and/or reallocate subsequent Grant funds whenever it determines that Contractor's current spending is inconsistent with amounts and categories listed on Exhibit B and B-1, as applicable, the purposes identified in Exhibit A, or if reports of nonfederal share contributions, in whole or in part, are not provided by Contractor on a timely basis."

5. 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.

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

**END/  
SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE**

**Exhibit B-1  
Exhibit D-1**

**Contract Control Number:**

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:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** MOEAI-201626986-01

**Contractor Name:** SCHOOL DISTRICT 1 IN CITY AND COUNTY OF

By: Cheryl M Caldwell

Name: Cheryl M. Caldwell  
(please print)

Title: Director  
(please print)

**ATTEST: [if required]**

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

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

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



**Budget Narrative for Supplemental Budget – COLA 2016:**

A. Personnel is comprised of the following:

- Child Health and Development Services Personnel:
  - o 1 Education Coordinator at the Negotiated Contract cost of a COLA increase of 1.8% totaling \$817 (0.6 FTE) and non-federal share at \$204;
  - o 20 Teachers at the Negotiated Contract cost of a COLA increase of 1.8% totaling \$9,039 (9.0 FTEs) and non-federal share at \$2,260;
  - o 20 Paraprofessionals at the Negotiated Contract cost of a COLA increase of 1.8% totaling \$3,323 (9.0 FTEs) and non-federal share at \$831;
  - o 2 Health Specialists at the Negotiated Contract cost of a COLA increase of 1.8% totaling \$1,276 (1.2 FTEs) and non-federal share at \$319; and
  - o 1 Disabilities Coordinator at the Negotiated Contract cost of a COLA increase of 1.8% totaling \$620 (.60 FTE) and non-federal share at \$155.
- Family and Community Partnerships Personnel:
  - o 1 FLS Supervisor at the Negotiated Contract cost of a COLA increase of 1.8% totaling \$746 (.60 FTE) and non-federal share at \$187; and

- o 7 Family Liaison Specialists at the Negotiated Contract cost of a COLA increase of 1.8% totaling \$2,761 (4.2 FTEs) and non-federal share at \$690.
- Program Design and Management Personnel:
  - o 1 Head Start Administrative Position at a cost of a COLA increase of 1.8% totaling \$770 (.60 FTEs) and non-federal share at \$193;
  - o 1 Office Support Staff at a cost of a COLA increase of 1.8% totaling \$81 (.10 FTE) and non-federal share at \$20; and
  - o 1 Accountant at a cost of a COLA increase of 1.8% totaling \$71 (.10 FTE) and non-federal share at \$18.
- Other Personnel:
  - o 1 Other Personnel (Data Support) at a cost of a COLA increase of 1.8% totaling \$549 (1.0 FTE) and non-federal share at \$137.

B. Fringe Benefits are comprised of the following:

- Social Security, State Disability and Unemployment, Worker's Compensation, State Unemployment at the Negotiated Contract cost of \$725 and non-federal share at \$181;
- Health/Dental/Life Insurance at the Negotiated Contract cost of \$1,215 and non-federal share at \$304;

- Retirement at the Negotiated Contract cost of \$726 and non-federal share at \$181; and
- Medicare fringe at the Negotiated Contract cost of \$726 and non-federal share at \$181.

C. Supplies are comprised of the following:

- General Office Supplies projected at \$1,000 for administration and program supply costs and non-federal share at \$250 including but not limited to office supplies, copying costs, staff development supplies, books, replacement and new technology purchases under \$5,000, etc.
- Program materials and supplies at \$3,908 for classrooms and non-federal share at \$977 including but not limited to developmentally appropriate toys, books, games, etc., all for student use in the classroom.

D. Indirect Costs (payable to Denver Public Schools) is comprised of the following:

- \$2,410 and non-federal share of \$603.

E. Total In-Kind charges are comprised of funds from the following source:

- Colorado Preschool Program (CPP) and Tuition Supported Programs (TSP) including dollars from Denver Preschool Program funds totaling \$7,691 used for classroom supplies and personnel salary and benefits to provide the full day Head Start Services .

F. Totals for all budgeted categories is as follows:

- Costs for Program operations at \$30,763; and
- Non-Federal Share at \$7,691.

The annual salary compensation of all Denver Great Kids - Denver Public Schools Head Start Staff does not exceed the annual cap of \$185,100. The indirect cost funds are not allocated to those employees who are paid in excess of \$185,100 per year.

**Exhibit D-1**  
 Denver Great Kids Head Start  
 Program Year 20 Report Schedule

	<b>Report Name and Description</b>	<b>Due Date</b>
<b>Family Services</b>	<b>Policy Council Delegate Report;</b> Form to be provided by Grantee Family Services Director	5th day of every month. If the 5th day is a holiday or weekend, report shall be due the Friday prior
	<b>Program Information Report (PIR);</b> Annual ACF Report	<b>August 15, 2016</b>
	Abbreviated PIR;	<b>December 15, 2016 and March 15, 2017</b>
	<b>Head Start data for Management Information System;</b> Fields required but not limited to the following: -Delegate Agency and Center -Enrollment Date -First day of service -Program Option -Monthly Attendance/Monthly Enrollment -Enrollment	<b>5th day of every month by close of Business. If the 5th day is a holiday or weekend, report shall be due the Friday prior</b>
<b>Financial</b>	<b>Variance Report;</b> includes spending categories of federal and non federal shares, annual budget, budget and expenses for the month reported, dollar and percent variances and corresponding year to date information include pay rolls, general ledgers, invoices over \$1,000.00 charged to Head Start.	Last business day of each month for the previous month
	<b>USDA Reimbursement Report;</b> Report of reimbursement from USDA for Head Start Children only.	Last Business day of October , January, April and July
	<b>USDA / CACFP Compliance Review Report</b>	Within 30 days of receipt
	<b>Administrative and Development Costs;</b> Report by category of all administrative and development costs.	Last Business day of October , January, April and July
	<b>Program Budget PY 21;</b> GABI upload of Program Year 21 budget.	February 9, 2017
	<b>Single Audit Report;</b> Single Audit Report including management letter and corrective actions if applicable	Within four months of end of the prior fiscal budget period
	<b>Inventory Report with Certification of Physical Inventory;</b> Listing of equipment purchased with Head Start funds with a certification of physical inventory signed by the Head Start Director.	July 31, 2016
	<b>Certificate of Insurance;</b> Accord Insurance form designating appropriate insurance coverage.	May 30, 2016
	<b>Budget Projection;</b> Month by month spending forecast by designated categories.	July 31, 2016
<b>Grantor Admin Reports for Delegate Agencies</b>	<b>Monitoring Reports/Plans;</b> Action plans outlining strengths, recommendations and sections needed for improvement	Ongoing
	<b>Mid Year PIR &amp; questions;</b> Tracks progress on key Head Start Metrics	2 times a year; December 15th and March 15th
	<b>Head Start Annual Report; Head Start requirement</b>	Due in December
	<b>Policy Council Minutes;</b> Approved Policy Council minutes in English and Spanish	Last business day of month following meeting
<b>Education</b>	<b>Teacher Qualifications Report;</b> Report Education Levels of Teaching Staff.	December 15 & March 15
	<b>Child Assessments;</b> Child outcomes information submitted to TS GOLD must be submitted for all children.	October 31, 2016, February 22, 2017 and June 28, 2017

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<b>Delegate Admin Reports for Grantee</b>	<b>Self Assessment;</b> Self Assessment Plan, findings, analysis and action plans	January 30, 2017
	<b>Policy Committee/Council Members Rosters;</b> Policy Committee/Council monthly minutes	When replacements, upon elections
	<b>Policy Committee/Council Minutes;</b> Approved Policy Committee/Council monthly minutes	Last business day of the month following meeting
	<b>Delegate Grant Application;</b> For funding purposes	January 30, 2016
	<b>Final Grant Application, Budget, and GABI;</b> Constitutes basis of funding request	April 1, 2017
	<b>Personnel;</b> Report of all Head Start staff and percentage/amount salary/fringe, most recent performance evaluation date.	Last business day of October, January, April and July
	<b>Criminal Records Check;</b> Report on criminal records check dates for all Head Start staff.	September 1, 2016 and January 1, 2017
	<b>DPS ID Spreadsheet;</b> Provide a name list of all enrolled children, including address and the DPS ID number.	October 30, 2016

<b>Vendor Agency Special Reports</b>	<b>Classroom Contact Hours;</b> Tracks level of services to Head Start Children	monthly; end of month
	<b>Abbreviated PIR; Health/Dental Screenings and follow up and Staff and Parent Training Report;</b> Head Start requirement to track health metrics for PIR and for staff training efforts	monthly; end of month

<b>Health Services</b>	<p><b>Health Services Data from Program Information Report (PIR)</b></p> <ul style="list-style-type: none"> <li>• Determination of child health status within 90 calendar days of program entry</li> <li>• Number of children with Medical Home</li> <li>• Children’s health insurance status</li> <li>• Determination of status per EPSDT program schedule</li> <li>• Number of children diagnosed with chronic condition needing medical treatment, and number of children who have received treatment</li> <li>• Screening for developmental, sensory, and behavioral concerns within 45 calendar days of entry to the program.</li> <li>• Number of children who received medical treatment for chronic conditions (i.e., anemia, asthma, hearing difficulties, vision problems, high lead levels, diabetes)</li> <li>• Body Mass Index by weight (i.e., underweight, healthy weight, overweight, obese)</li> <li>• Number of children up to date on immunizations, number of children who have not received immunizations, number of children who met state guidelines for exemption.</li> <li>• Number of children with continuous accessible dental care provided by a dentist</li> <li>• Number of children who have completed a professional dental exam.</li> </ul>	August 15, 2016; December 15, 2016; March 15, 2017
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**Exhibit D-1**

Denver Great Kids Head Start  
Program Year 20 Report Schedule

<b>Mental Health Services</b>	<b>Mental Health Services Data from Program Information Report (PIR)</b> <ul style="list-style-type: none"><li>• Average total hours mental health professionals spend on site</li><li>• Number of children served by a mental health professional</li><li>• Number of children for whom mental health professional consulted with program staff, and parents or guardian</li><li>• Number of children for whom mental health professional provided mental health assessment</li><li>• Number of children referred for mental health services outside of Head Start.</li></ul>	August 15, 2016; December 15, 2006; March 15, 2017
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