

THIRD AMENDATORY AGREEMENT

THIS THIRD 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 **DENVER HEALTH AND HOSPITAL AUTHORITY**, a body corporate and political subdivision of the State of Colorado, authorized to do business in the State of Colorado, whose address is 777 Bannock Street, MC 1919, Denver, Colorado 80204 (the "Contractor"), collectively “the parties”.

RECITALS

1. The City and the Contractor entered into an Agreement dated July 23, 2013, as amended by an Amendatory Agreement dated January 13, 2014 and a Second Amendatory Agreement dated April 28, 2015 (together, the “Agreement”).

2. The parties wish to further amend the Agreement to revise the scope of work, extend its term, and increase the maximum contract amount for such extended term.

NOW, THEREFORE, the parties agree as follows:

1. Effective as of March 1, 2016, all references to “...Exhibits A, A-1, and A-2” in the Agreement shall be amended to read: “...Exhibits A, A-1, A-2, and A-3, as applicable...” The scope of work and budget marked as Exhibit A-3 attached hereto this Third Amendatory Agreement is incorporated herein by reference. As of March 1, 2016, Exhibit A-3 will govern and control the work to be performed under the Agreement and Exhibits A, A-1, and A-2 will have no further effect.

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

“**3. TERM**: The Agreement will commence on November 1, 2012, and will expire on December 31, 2016 (the “Term”) subject to the unilateral option of the City to renew as follows: the first renewal term will be from January 16, 2014 until February 15, 2015, the second renewal term will be from February 16, 2015 until February 29, 2016, and the third renewal term will be from March 1, 2016 to December 31, 2016. Each such renewal term option shall be exercised by action of the City Council in appropriating sufficient funds for payment during the new term and upon execution of an amendatory agreement by the parties adopting a budget for each new term. In the event that such appropriation for this Agreement is not made for a future fiscal year or an amendatory agreement is not executed, the City will be deemed to have thereby failed to exercise its option to renew this Agreement for any additional years and the Agreement shall expire at the end of the current term. Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director.”

3. Subparagraph a. of Section 4 of the Agreement, entitled “**Fee**”, is hereby amended to read as follows:

“a. **Fee**: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement an amount not to exceed **Seven Hundred Eighty Five Thousand Seven Hundred Sixty Four Dollars and Forty-Six Cents (\$785,764.46)** (the “Maximum Contract Amount”). Amounts billed may not exceed the budget amounts set forth in Exhibits A, A-1, A-2 or A-3, as applicable.”

4. Except as amended herein, the Agreement is affirmed and ratified in each and every particular.

5. This Third Amendatory Agreement will not be 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.

END

SIGNATURE PAGES AND EXHIBIT A-3 FOLLOW THIS PAGE

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-201311626-03

Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY

By: 

Name: Brad Merrill
(please print)

Title: Associate CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A-3

Denver Health Scope of Services and Budget Access to Health Care and Developing School Readiness Grant

Grant Period

March 1, 2016 – December 31, 2016

Contract Terms:

November 1, 2012 – January 15, 2014

January 16, 2014 – February 15, 2015

February 16, 2015 – February 29, 2016

March 1, 2016 – December 31, 2016

Amount to Be Paid to Denver Health during Term One, Term Two, and Term Three, Term Four Ending December 2016 - \$785,764.44

Scope of Services and Milestones

1. Maintain 5.3 FTE mental health therapist
2. Provide 32-hour Pyramid Model Training to all new teachers and staff. Training on the Pyramid Modules (32 hours) to a minimum target of 20 staff across the grantee. This training will be inclusive of staff at delegate agencies that are not funded by Head Start, increasing the number of children who will benefit directly from the investment.
3. Coaching around universal social and emotional supports to a minimum target of 30 staff and classrooms.
4. Provide Pyramid Model coaching/consulting in all classrooms, reaching 1,153 children. Consultation to classrooms and staff on programmatic and social and emotional supports to ensure sustainability of prior efforts and full inclusion of children with mental health needs.
5. Positive Solutions for Families and/or Conscious Discipline training to a target of 85 parents annually. The project will be inclusive of children and families at delegate agencies in need though not enrolled under Head Start.
6. Increased outcomes on the Parenting Relationship Questionnaire to participating families as a result of attending these parent education opportunities.
7. Continued outreach to medical providers and collaboration and integration of mental health and health services to ensure a seamless system through Denver Health and Hospital Authority (DHHA), where 85 percent of DGKHS families receive their primary care.
8. Intensive child and family services to fourteen high need, trauma impacted families.
9. Utilize impact (or outcome) data from the Devereaux Early Childhood Assessment, Teaching Strategies GOLD and Classroom Assessment System. The impact of these efforts will be demonstrated through qualitative data collection, Teaching Strategies Gold assessment data, and Classroom Observation Assessment (CLASS) data.

Terms 1 & 2 Budgets: *Denver Health may continue to use any unspent funds from any project term in the following term during the term of the agreement.*

Description	BUDGET	Grant Term 1 November 1, 2012 – January 15, 2014	Grant Term 2 January 16, 2014 – February 15, 2015	Grant Term 3 February 16 – February 29, 2016	Grant Term 4 March 1 – December 31, 2016
Personnel	\$ 177,488.74	\$ 164,463.74	\$ 185,115.88	\$ 193,074.48	\$120,580.97
Fringe Benefits	\$ 47,921.96	\$ 47,921.96	\$ 49,981.29	\$ 52,130.11	\$29,299.47
Supplies- Office/Admi	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$1,000.00
Equipment - non medical	\$ 1,800.00		\$ 1,800.00		
Supplies-Food					
Communication	\$900.00	\$900.00	\$900.00	\$ 900.00	\$900
Lodging					
Meals					
Employee Mileage/Par	\$ 2,880.00	\$ 2,880.00	\$ 2,880.00	\$ 2880.00	\$1,620.00
Other Travel					
Conference & Meeting	\$ 2,100.00	\$ 8,325.00	\$ 300.00	\$ 2,100.00	\$1,500.00
Other Professional Services	\$ 6,800.00	\$ 6,800.00			
Total Expense		\$ 233,290.70	\$ 242,977.17	\$ 253,084.53	\$154,900.44

Budget Narrative

Total Personnel and Benefits for 2.07 FTE.

Salaries range from \$52,258.59 to \$61,274.36 in grant period one and \$55,396.52 to \$63,725.33 in grant period two. In grant period three annual salaries range from \$61,485.00 to \$65,395.00. In contract period four salaries range from \$63,749.20 to \$67,626.00. All employees are Licensed Clinical Social Workers. Fringe benefits are currently calculated at 24.3 percent of salaries.

Staff Travel

Denver Health reimburses personnel for travel (mileage) between delegate agency Head Start centers, Administrative facilities, Denver Health Community Health Centers and Denver Great Kids Head Start Administrative offices.

General Supplies

We request budget support for general office supplies, assessment tool purchasing, and other program needs (such as copying associated with parent education materials and group facilitation costs) during the project period.

Other/General

Communications (cell phone) expenses for each LCSW are a required component of field based work. Cell phones are needed to allow traveling program staff to communicate with each other, Head Start students and their families, and to provide efficient consultation services to child care sites as needed. Denver Health pays a stipend of \$25 per month per employee.

Training and Other Professional Services

We request Head Start staff to attend professional meetings and trainings and to support general professional development efforts. As the LCSW's frequently provide professional development training to Head Start staff and families, it is essential that their training remain up to date and relevant to best practice. Other professional services include expenses associated with bringing in certified trainers and or professional consultants for the purpose of fulfilling grant goals.