

CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Office of Children, Youth and Families – Division of Youth Services IMPACT	Original Contract Number 24 IKAA 183648
Contractor County of Boulder, State of Colorado	Amendment Contract Number 24 IKAA XXXXXX
Current Contract Maximum Amount Initial Term State Fiscal Year 2024 \$1,544,512.00 Amendment Increase 32,000.00 Total for All State Fiscal Years \$1,576,512.00	Contract Performance Beginning Date 07/01/2023 Current Contract Expiration Date 06/30/2024

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;">CONTRACTOR County of Boulder, State of Colorado</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;">By: Chair, Boulder County Commissioner</p> <p style="text-align: center;">Date: _____</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;">2nd State or Contractor Signature if Needed</p> <p style="text-align: center;">Date: _____</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/>	<p style="text-align: center;">STATE OF COLORADO Jared Polis, Governor Department of Human Services Michelle Barnes, Executive Director</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;">By: Al Estrada, Division of Youth Services</p> <p style="text-align: center;">Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Andrea Eurich/Toni Williamson

Amendment Effective Date: _____

1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or Month Day, Year, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

It is the intention to the parties to amend the original contract 24 IKAA 183648 to increase the total amount of the contract by \$32,000.00 to reflect a reversion of unspent money for the Boulder County IMPACT program evaluation by Colorado State University. This amendment also updates the Current Contract Maximum Amount and sections of Exhibit A.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B. In Exhibit A-Statement of Work of the Original Contract 24 IKAA 183648 Section V-Payments and Terms, provision B. Compensation Services

Delete the paragraph:

“Except as stated in **Provisions C. and D. of this Section**, payment by the State to the Contractor pursuant to this contract for the purchase of the within described

services shall be made from available State funds **encumbered** in an amount not to exceed **ONE MILLION, FIVE HUNDRED FOURTYFOUR THOUSAND, FIVE HUNDRED TWELVE and 00/00 DOLLARS (\$1,544,512.00)** during the term of this contract, **July 1, 2023** through **June 30, 2024**. **\$60,000.00 from original amount allocated of \$1,604,512.00 was set aside for program analysis.** Monthly billing for services provided shall be submitted at least once a month by the 10th of the month following the month of service, on forms prescribed by the State. All billings shall be submitted to, and eligible expenditures approved by, the DYS Contract Manager. Bills shall be returned unpaid if the bills do not conform to the approved format or the documentation to support the invoice is inadequate. During the final month of the contract period, the Contractor shall perform a reconciliation of contract payments received and total contract expenditures. The final billing shall reflect the remaining balance of the total expenditures for the term of the contract/State fiscal year and shall not exceed the encumbered contract amount for the term of the contract.

And Replace With:

Except as stated in **Provisions C. and D. of this Section**, payment by the State to the Contractor pursuant to this contract for the purchase of the within described services shall be made from available State funds **encumbered** in an amount not to exceed **ONE MILLION, FIVE HUNDRED SEVENTYSIX THOUSAND, FIVE HUNDRED TWELVE and 00/00 DOLLARS (\$1,576,512.00)** during the term of this contract, **July 1, 2023** through **June 30, 2024**. **\$60,000.00 from original amount allocated of \$1,604,512.00 was set aside for program analysis with only 28,000 spent in FY24.** Monthly billing for services provided shall be submitted at least once a month by the 10th of the month following the month of service, on forms prescribed by the State. All billings shall be submitted to, and eligible expenditures approved by, the DYS Contract Manager. Bills shall be returned unpaid if the bills do not conform to the approved format or the documentation to support the invoice is inadequate. During the final month of the contract period, the Contractor shall perform a reconciliation of contract payments received and total contract expenditures. The final billing shall reflect the remaining balance of the total expenditures for the term of the contract/State fiscal year and shall not exceed the encumbered contract amount for the term of the contract.

Section V-Payments and Terms, provision C. Compensation for Therapeutic or Psychiatric Residential Treatment

Delete the sentence:

This amount is part of and encumbered in the **\$1,544,512.00 amount**. The grand contract total is **ONE MILLION, FIVE HUNDRED FOURTYFOUR THOUSAND, FIVE HUNDRED TWELVE and 00/00 DOLLARS (\$1,544,512.00)**.

And replace with:

“This amount is part of and encumbered in the **\$1,576,512.00 amount**. The grand contract total is **ONE MILLION, FIVE HUNDRED SEVENTYSIX THOUSAND, FIVE HUNDRED TWELVE and 00/00 DOLLARS (\$1,576,512.00)**.”

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.