



## MASTER TASK ORDER CONTRACT AMENDMENT #2

### SIGNATURE AND COVER PAGE

<b>State Agency</b> Colorado Department of Human Services	<b>Original Contract Number</b> 22 IHDA 167489
<b>Contractor</b> The University of Denver and its Colorado Evaluation and Action Lab	<b>Amendment Contract Number</b> 22 IHHA 175775
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 2022 \$0.00	<b>Contract Performance Beginning Date</b> August 26, 2021
Extension Terms State Fiscal Year 2023 \$0.00	<b>Current Contract Expiration Date</b> June 30, 2023
Total for All State Fiscal Years \$0.00	

### 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;"><b>CONTRACTOR</b></p> <p style="text-align: center;">The University of Denver and its Colorado Evaluation and Action Lab</p> <p style="text-align: center;">DocuSigned by:  937BB9B13169440...</p> <p style="text-align: center;">By: Gerald Mauck, Executive Director, Research Administration</p> <p style="text-align: center;">Date: 6/9/2022</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;">Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director</p> <p style="text-align: center;">DocuSigned by:  5DB694C9153941C...</p> <p style="text-align: center;">By: Kathryn Morrison, Director of Administrative Solutions</p> <p style="text-align: center;">Date: 6/15/2022</p>
<p>In accordance with §24-30-202, C.R.S., if this Contract is for a Major Information Technology Project, this Contract is not valid until signed and dated below by the Chief Information Officer or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CHIEF INFORMATION OFFICER</b> <b>Anthony Neal-Graves, Chief Information Officer and Executive Director</b></p> <p style="text-align: center;">DocuSigned by:  4FA2697962DD462...</p> <p>Signed: _____</p> <p style="text-align: center;">Printed Name: Eric Panoushek</p> <p style="text-align: center;">Senior Contract Specialist</p> <p>Title: _____</p> <p style="text-align: center;">Date: 6/14/2022</p>	<p>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.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p style="text-align: center;">DocuSigned by:  C9F8259C9E6E402...</p> <p>By: _____</p> <p style="text-align: center;">Office of the State Controller, Controller Delegate</p> <p style="text-align: center;">Printed Name: Leila Boulton</p> <p style="text-align: center;">Central Contracts Specialist</p> <p>Title: _____</p> <p style="text-align: center;">Amendment Effective Date: 6/16/2022</p>

## **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 July 1, 2022, whichever is later and shall terminate on the termination of the Contract.

## **4. PURPOSE**

This Amendment extends the term of the agreement through June 30, 2023 as reflected in the Current Contract Expiration Date on the Signature and Cover Page for this Amendment.

## **5. MODIFICATIONS**

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

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. 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.

## **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.

## **EXHIBIT B-1 RATES**

### **ANALYTICS, EVALUATION, AND RESEARCH**

Section 4.B. of the Contract provides that the State may execute Task Orders to authorize Contractor to perform portions of the Work in accordance with the Contract, which was awarded following RFP 2019\*0162.

Expenditures under any Task Order(s) shall comply with the Colorado Fiscal Rules, including the Fiscal Rules applicable to travel, as well as the Colorado Office of the State Controller's policies.

**I. For Cost Reimbursable Task Orders (Not Fixed Price, Deliverable Based Task Orders)**

All travel proposed under any Task Order(s) must be pre-approved in writing by CDHS.

All Services must be billed in the month following completion of the Services. Late invoices will not be allowed except on prior written permission of the CDHS Project Managers. Contractor shall bill for actual hours worked through an invoice clearly breaking down those hours and any pre-approved travel expenses. In no event shall Contractor bill more than the maximum amount provided for the Work in any Task Order(s). Invoices shall reference the associated Task Order number and detail the time incurred for tasks performed by the name and title of the employee performing the Work and the number of hours each employee completed toward the Work.

Contractor shall only receive payment upon full completion and acceptance of the Work performed in each invoicing period.

In no event shall the State pay for any incentive fees.

**II. The schedule of fees for Services that the Contractor shall provide pursuant to Task Order(s) is as follows (*next page*):**

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Personnel	Minimum Rate	Maximum Rate	Measurement	Notes
Lab Directors	\$107.55	\$175.08	Fully loaded, Full Time Equivalent ("FTE"), Hourly Rate	Personnel Rates will be billed within issued Task Orders as an hourly rate between the minimum and maximum range. The hourly rates are based upon 1,650 annual billable hours.
Senior Research / Project Director	\$69.46	\$116.03	Fully loaded, Full Time Equivalent ("FTE"), Hourly Rate	Personnel Rates will be billed within issued Task Orders as an hourly rate between the minimum and maximum range. The hourly rates are based upon 1,650 annual billable hours.
Staff Researcher	\$49.68	\$79.48	Fully loaded, Full Time Equivalent ("FTE"), Hourly Rate	Personnel Rates will be billed within issued Task Orders as an hourly rate between the minimum and maximum range. The hourly rates are based upon 1,650 annual billable hours.
Operations Staff	\$34.18	\$60.75	Fully loaded, Full Time Equivalent ("FTE"), Hourly Rate	Personnel Rates will be billed within issued Task Orders as an hourly rate between the minimum and maximum range. The hourly rates are based upon 1,650 annual billable hours.
Student Researcher / Research Assistant	\$16.00	\$24.00	Per Hour	n/a
Travel	Minimum	Maximum	Measurement	Notes
Mileage	Current rate est.	n/a	Per Mile	The current rate established by State and/or Federal law, as pre-approved in the applicable Task Order(s)
Hotel	At cost	n/a	Per Night	n/a
Meals	Current rate est.	n/a	Per Diem	The rate set forth in this line item or established by State and/or Federal law, as pre-approved in the applicable Task Order(s)
Parking	At cost	n/a	n/a	n/a
Ground Transportation	At cost	n/a	n/a	n/a
Air Transportation	At cost	n/a	n/a	n/a
Services	Minimum	Maximum	Measurement	Notes
Professional Research Support	\$75.00	\$150.00	Per hour	n/a
Peer Research / Community Researchers	\$50.00	\$100.00	Per hour	n/a

Communications Support	\$75.00	\$150.00	Per hour	n/a
Subject Matter Experts	\$50.00	\$150.00	Per hour	n/a
Graphic Design Support	\$75.00	\$135.00	Per hour	n/a
Videographer / Professional Film Production	\$100.00	\$350.00	Per hour	n/a
Copyeditor / Professional Publisher	\$50.00	\$100.00	Per hour	n/a
Facilitator / Strategist	\$75.00	\$150.00	Per hour	n/a
Interpreter	\$45.00	\$150.00	Per hour	n/a
Linked Information Network of Colorado	At cost	n/a	n/a	n/a
Transcription Services	\$2.00	n/a	Per minute of audio recording	n/a
Translation Services	\$0.10 \$35.00	n/a	Per word – or – Per page	n/a
<b>Participant Incentives</b>	<b>Minimum</b>	<b>Maximum</b>	<b>Measurement</b>	<b>Notes</b>
Individual	\$10.00	\$50.00	Per person	n/a
Sites	\$100.00	\$500.00	Per site	n/a
<b>Other Direct Costs</b>	<b>Rate</b>	<b>n/a</b>	<b>Measurement</b>	<b>Notes</b>
Office / Conference Room Space	\$600	n/a	Per month, per FTE	At the corresponding percentage of any FTE personnel, as pre-approved in the applicable Task Order(s)
Data Infrastructure / Secure Server	\$5,000	n/a	Per \$100,000 Direct Costs	As pre-approved in the applicable Task Order(s)
Event Space	n/a	n/a	n/a	Negotiated per project, as pre-approved in the applicable Task Order(s)
Event Food	n/a	n/a	n/a	Negotiated per project, as pre-approved in the applicable Task Order(s)
Materials and Supplies	n/a	n/a	n/a	Negotiated per project, as pre-approved in the applicable Task Order(s)
Speaker Fees	n/a	n/a	n/a	Negotiated per project, as pre-approved in the applicable Task Order(s)
<b>Subaward(s)</b>			<b>Negotiated per project, as pre-approved in the applicable Task Order(s)</b>	

Indirect Costs (“IDC”)	15% on Modified Total Direct Costs* for SFY22.
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The personnel rates provided by Contractor shall be a fully-burdened labor rate to include fringe benefits; general office supplies and operating; and travel time. The personnel rates do not include indirect costs. Per section 2(C) of the original Contract, the State agrees to increase rates annually by 3%, upon execution of an Option Letter. The Parties agree that the personnel rates shall comply with both Modified Total Direct Costs and Indirect Costs, in compliance with all federal and state rules and regulations, including 2 CFR §200.68.

Modified Total Direct Costs (MTDC) consisting of all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of period of performance of the subawards under the award). Equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support cost as well as the portion of each subaward in excess of \$25,000 shall be excluded from the Modified Total Direct Cost.

Indirect Costs shall increase annually, upon execution of the Option Letter as per section 2(C) of the original Contract, as follows until it reaches the University of Denver's federally negotiated rate of 32.8 percent. The IDC rate will be based on the year the work begins for a task order:

- a. SFY22 – 15%
- b. As of 7/1/22, SFY23 – 20%
- c. As of 7/1/23, SFY24 – 25%
- d. As of 7/1/24, SFY25 – 30%
- e. As of 7/1/25, SFY26 – 32.8%

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