

## **AMENDATORY AGREEMENT**

**THIS AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **DENVER RESCUE MISSION**, a non-profit corporation, with an address of 3601 East 46<sup>th</sup> Avenue, Denver, Colorado 80216, (the “Contractor”), collectively referred to as (the “Parties”).

### **WITNESSETH:**

**WHEREAS**, the Parties entered into an Agreement dated February 9, 2010, to provide emergency housing for homeless adults who are unable to stay in conventional shelters due to medical conditions and have been recently discharged from a hospital (the “Agreement”); and

**WHEREAS**, the Parties wish to amend the Agreement modify the Scope of Work to be performed and to modify certain contract provisions as set forth in more detail below:

**NOW, THEREFORE**, the Parties agree as follows:

**1.** Effective upon the execution of this Amendatory Agreement, the work to be performed will be the work described in Exhibit A-1 attached hereto and incorporated herein by this reference. Any references to “...Exhibit A...” in the Agreement shall be amended to read “...Exhibit A and Exhibit A-1...” as applicable. Effective upon the execution of this Amendatory Agreement, Exhibit A-1 hereby supersedes and replaces in its Exhibit A in its entirety and Exhibit A will have no further force or effect.

**2.** Article 3 of the Agreement, entitled “**TERM**”, is hereby deleted and restated to read as follows:

“**3.** **TERM:** The term of this Agreement shall commence on January 1, 2010, and expire, unless sooner terminated, on December 31, 2012. Subject to the Manager’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 Manager.”

**3.** Article 21 of the Agreement, entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**”, is hereby deleted and restated to read as follows:

### **21. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**

**a.** This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

**b.** The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.”

4. A new paragraph numbered 37 is hereby added to the Agreement reading as follows:

**“37. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.”

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

6. This Amendatory Amendment may be executed in counterparts, each of which is an original and constitute the same instrument.

7. This 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-1 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: SOCSV-CE04013-01

Contractor Name: DENVER RESCUE MISSION

By: Hugh A. Burns Jr.

Name: Hugh A. Burns Jr.  
(please print)

Title: Vice President of Operations  
(please print)

ATTEST: [if required]

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

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

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



## EXHIBIT A-1

**Denver Rescue Mission  
Scope of Work and Budget  
CE04013-1**

### **I. Purpose of Agreement**

Denver Department of Human Services is working with community partners that provide services for Denver's homeless populations. This Contract will provide emergency housing for homeless adults who are unable to stay in conventional shelters due to medical conditions many of which are homeless adults recently discharged from hospitals.

### **II. Services: The program parameters include the following services to be provided by the Contractor:**

- A. Basic features:** Rooms utilized by guests shall have basic, clean, and adequate furnishings, such as a bed, chair, table, lamp, clean pillows, sheets, and substantial blankets, towels and washcloths, toilet paper, facial tissue, soap, and privacy window coverings. Private shower or bathing facilities shall have hot and cold running water. Bathroom toilets shall flush. Facilities shall have no infestations of vermin or insects and shall provide regular pest prevention. There shall be functional telephones available in individual rooms. Adequate heating and cooling systems shall be operational. Contracted room rate shall include electrical and water, including washers and dryers (or access to laundry services) for guests. Room doors and windows must be intact and have functional locks. Open stairways, second floor windows and doors shall have appropriate safety features to prevent young children from being injured. On-call maintenance shall be available within a 24 hour time frame. The contractor will comply with all health and safety measures to include repairs, sanitation and inspections to include any and all applicable laws.
- B. Housekeeping/Maintenance:** Housekeeping services of individual rooms and common areas shall be provided no less than every other day, to the standards of the hotel industry. This shall include trash removal and vacuuming of carpets and hard surfaces, bathroom cleaning and sanitization, and replacement of all sheets and towels with clean sets. Following a vacancy, 90% of vacant rooms will be cleaned and ready for utilization within 24 hours. Towels and sheets will be replaced with clean sets for new guests.
- C. Occupancy:** No more than two people will reside in one room, unless the guest has family also in the room. Under very extreme circumstances, such as inclement weather, up to three people per room may be permissible when all overflow beds in the city are full. Family suites may allow a higher occupancy rate and may require the use of rollaway beds.

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**D. Anti-Discrimination:** No individual shall be excluded from participation in, denied the benefit of, or subject to discrimination in connection with this program because of race, color, creed, marital status, familial status, religion, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, or disability. Receipt of services is not contingent upon participation in religious services. The contractor must meet all ADA guidelines and state and City rules and regulations. The Contractor shall maintain a valid certificate of occupancy at all times. The contractor shall permit use of service dogs when necessary.

**E. Staffing:** Operator shall maintain a minimum staffing ratio of one (1) staff member for every twenty (20) guests during waking hours with 2 or more staff on-site at all other times. All required staff must be 18 years or older. The location must be staffed 24 hours a day. The Contractor should indicate who that staff will be, by title and qualifications. On-site staff and management will work closely with DDHS to ensure that each guest is connected with a DDHS Homeless Outreach staff person on the first available business day to begin a transition or discharge plan. The contractor will provide a private, functional work area for this purpose.

**F. Policies, Rules, and Procedures:** Providers of respite program services must establish rules and policies regarding guest behavior, and staff must be responsible for enforcing those rules and policies consistently. Guests must sign an agreement stating they understand and agree to follow all rules.

Contractor shall describe the handling of emergency circumstances after hours, including policy violations.

Additional intake information is completed for each guest and kept in locked files. To protect guest confidentiality, data will be released from files only with a release of information signed by the resident, or by subpoena. All logs and files are subject to periodic review by the Contractor program supervisor and the DDHS Supervisor. Records will be available for review by program monitors and auditors. DDHS assumes guests will be discharged from the respite facility if the guest is:

- i. Presenting disciplinary problems; or
- ii. Presenting unacceptable or violent behavior
- iii. Using illegal drugs; or
- iv. Using alcohol.

Written policies and procedures shall address the following topics and ensure that all staff are trained in the following areas:

- i. First Aid
- ii. Fire and emergency procedures, including use of fire extinguishers
- iii. Guest confidentiality requirements
- iv. Program documentation requirements
- v. Guest complaint and grievance procedures
- vi. Lines of authority within the hotel/motel
- vii. Special needs of guests, including cultural awareness, mental health issues, chemical abuse issues, and intimate partner/domestic violence issues.

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G. **Access:** There shall be controlled and limited access to the property, 24 hour monitoring and regular walk-through by staff. The utilization of one or more of the following security measures is required (security cameras, gates and/or a single point of entry into the property). The Operator of the facilities shall ensure that entrances, exits, steps and walkways are free of obstruction by litter, refuse, and/or laundry, ice, snow, and other hazards. They must ensure the building has adequate exits for the occupant load.

H. **Transportation/Service:** A practical location in terms of bus access and linkages with other services is required.

I. **Length of Stay:** It is expected that the length of stay in the respite program will range between 1 night (majority) – 3 nights (minority). Any extended length of stay must be pre-authorized by DDHS, with no stay lasting more than 30 days unless extreme circumstances exist and have been communicated to and authorized by DDHS.

### III. Goals and Outcomes

GOAL	Outcome
<b>Goal #1</b> <u>Provide 12 respite rooms (24 beds – 8 of which can be male or female) at The Crossing, located at 6090 Smith Rd. Denver, CO for respite clients in a safe, healthy environment.</u>	<u>Provide 288 clients with medical respite services</u>
<b>Goal #2</b> <u>Coordinate with DDHS Case Manager to transition clients into DRM Program, housing, or other arrangements upon discharge</u>	<u>100% of respite clients will have coordinated with a case manager to transition services upon or prior to discharge</u>
<b>Goal #3</b> <u>Provide outreach and long-term options to respite clients with the end goal of becoming self-sufficient community members</u>	<u>70% of respite clients (approx. 202) will successfully transition out of the Respite Program (into housing, long-term program, family residence, or another acceptable housing option)</u>

### IV. Other Requirements

#### 1. **Homeless Management Information System (HMIS):**

A. The Contractor agrees to fully comply with the Rules and Regulations required by US Dept of Housing and Urban Development (HUD) which govern the Metro Denver Homeless Management Information System (HMIS). HUD's funding for continuation of all Metro Denver's homeless programs is contingent on the participation of funded agencies and the data

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quality collected by the HMIS system. Current and future funding by the City will also be dependant on HMIS participation and performance.

B. The Contractor, in addition to the HUD requirements, shall conform to the HMIS policies established and adopted by the Metro Denver Homeless Initiative (MDHI) and Denver's Road Home (DRH)

C. HMIS shall be the primary information system for collecting data for DRH. Beyond its role as the primary information system, HMIS is the source of data for evaluating the progress of Denver's Road Home and will be the source for future Homeless Point-In-Time surveys.

D. The Contractor's HMIS data will be collected monthly and reported to DRH. The data will be used to evaluate the progress made in ending homelessness and changes to policies and funding priorities, if necessary.

E. Technical assistance and training resources for HMIS are available to each organization based on requests for assistance by the Contractor and by periodic assessments of participation, compliance and accuracy of data collection.

F. The Contractor will be required to participate in HMIS training sessions and evaluation committee and HMIS Users Group meetings.

G. The Contractor will be required to collect data on all homeless clients its organization serves and enter this data into the HMIS.

### 2. **Advisory Board:**

The Contractor shall, in order to promote client participation in the development of programs and services for the homeless, establish and maintain an advisory board that shall include at least one (1) homeless person receiving services under this Agreement.

### 3. **DRH Evaluation:**

The Contractor shall fully participate, in such manner and method as reasonably designated by the Manager, in the effort of the City to evaluate the effectiveness of Denver's Road Home plan to end homelessness in Denver. This may include participation in the DHS monthly surveys.

### 4. **Meetings:**

The Contractor shall attend at a minimum, all Denver Road Home Evaluation meetings and Outreach Team meetings.

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### 5. Vulnerability Index Study:

Contractor fully agrees to participate in Vulnerability Index Study and be in compliance with survey administration and data entry/registry entry as required by Common Ground.

## V. Performance Management and Reporting

### A. Performance Management

Monitoring will be performed by the DHS program area and or 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. **Performance & 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

In addition to any other reports required by the agreement, the following reports shall be developed and delivered to the City as stated in this section.

Report # and Name	Description	Frequency
1. Monthly Reports	Monthly report will detail daily census report occupancy chart; weekly census data and demographic information on the people they serve.	Once a month - Due with monthly invoice
2. Quarterly Reports	This report will include a cumulative report of the monthly data and will include the goals and objectives data included in Section III of this Scope of Work.	Due Quarterly - 15 days after the end of the quarter
3. Other reports as	To be determined (TBD)	TBD

## EXHIBIT A-1

reasonably requested by the City.		
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### VI. Invoicing

#### A. Invoices

Invoice	Description	Frequency
1. Monthly Invoices	Monthly invoices with required backup documentation for payment. Invoices will be based on fee for services and may be invoiced per room per night.	Due the 15 <sup>th</sup> of each month 100% of the time

## EXHIBIT A-1

### VII. Budget

A. **Initial Term.** The Contractor agrees to accept as full compensation from the City under this Agreement, for completion of the services provided during the Initial Term of one year (2010), an amount not to exceed **\$204,400**

<b>Unit of Service 2010</b>	<b>Unit Price</b>	<b>Number of Units</b>	<b>Total</b>
Room per night	\$40.00	5110	\$204,400
			-
<b>TOTAL BUDGET</b>	<b>\$40.00</b>		<b>\$204,400</b>
<b>Actual Expended</b>	<b>\$40.00</b>	<b>4675</b>	<b>\$187,040</b>

B. **Renewals:** In the event that the City elects to exercise any option to extend the term for any additional year, it shall pay the Contractor during any future renewal term in accordance with the amounts set forth below:

First Renewal Term (2011): **\$204,400**

Second Renewal Term (2012): **\$204,400**

<b>Unit of Service 2011, if renewed</b>	<b>Unit Price</b>	<b>Number of Units</b>	<b>Total</b>
Room per night - Actual services were paid for Services from December 2010 – November 2011	\$40.00	5110	\$204,400
			-
<b>TOTAL BUDGET</b>	<b>\$40.00</b>		<b>\$204,400</b>

<b>Unit of Service 2012, if renewed</b>	<b>Unit Price</b>	<b>Number of Units</b>	<b>Total</b>
December 2011 invoice	\$40.00	485	\$19,400
Room per night	\$40.00	4625	\$185,000
			-
<b>TOTAL BUDGET</b>	<b>\$40.00</b>		<b>\$204,400</b>

\* Denver Human Services will pay for units that are available each month of the contract, except due to maintenance as follows. 12 units a day have been budgeted for an entire year (12 units a day X 365 days a year, plus 245 additional units as needed for a total of 4625 units). DHS will pay for a unit if it is out of service for one day due to maintenance. If a unit is out of service for more than 24 hours because of maintenance issues, DHS will not reimburse for the room fee for that night unless approved by the DHS Denver Road Home Manager of Programs.