

FIRST AMENDATORY AGREEMENT

THIS FIRST AMENDATORY AGREEMENT (the “Amendment”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **THE ST. FRANCIS CENTER**, a Colorado nonprofit corporation, whose address is 2323 Curtis Street, Denver, CO 80205 (the “Contractor”), jointly “the Parties” and individually a “Party.”

RECITALS:

WHEREAS, the Parties entered into an Agreement dated October 13, 2020 for the City to provide funding to the Contractor so that the Contractor can provide supportive housing services to 48 chronically homeless adults at the Warren Residences, located at 1630 E. 14th Avenue, Denver, Colorado 80218 (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement to add additional funding and make other amendments as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

1. All references to “Exhibit A” in the Agreement shall be amended to read “Exhibit A or A-1, as applicable.” Exhibit A-1 is attached to this Amendment and incorporated by reference into the Agreement.
2. Section 4.4.1 of the Agreement entitled “**Maximum Contract Amount**.” is amended to read as follows:

“Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Two Million Dollars (\$2,000,000.00) (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 the Contractor beyond that specifically described in **Exhibit A or A-1, as applicable**. Any services performed beyond those in **Exhibit A or A-1, as applicable** are performed at the Contractor’s risk and without authorization under the Agreement).”

3. Section 20 of the Agreement entitled “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**” is amended to read as follows:

“20. INTENTIONALLY OMITTED.”

4. Section 23 of the Agreement entitled “**NO DISCRIMINATION IN EMPLOYMENT:**” is amended to read as follows:

“In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

5. Except as herein amended, the Agreement continues in effect, and is affirmed and ratified in each and every particular.
6. This Amendment 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.

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Contract Control Number: HOST-202368501-01 / HOST-202054973-01
Contractor Name: THE ST. FRANCIS CENTER

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

HOST-202368501-01 / HOST-202054973-01
THE ST. FRANCIS CENTER

By: See attached signature page

Name: See attached signature page
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

HOST-202368501-01 / HOST-202054973-01
THE ST. FRANCIS CENTER

By: *Nancy Burke*

Name: *Nancy Burke*
(please print)

Title: *C.E.O St. Francis Center*
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1

SCOPE OF WORK

DEPARTMENT OF HOUSING STABILITY

THE ST. FRANCIS CENTER

HOST-202368501-01

I. INTRODUCTION

Period of Performance Start and End Dates: January 1, 2021 – December 31, 2036

Project Description:

The purpose of this contract is to establish an agreement and scope of services between the Department of Housing Stability (“HOST”) and The St. Francis Center (“Contractor”). This contract will provide for a Supportive Housing services reserve for 48 chronically homeless adults in Denver at Warren Residences.

Funding Source:	2B Homelessness Resolution Fund
Project Name:	Warren Residences
Project Address:	1630 East 14th Avenue, Denver, CO 80218
Contractor Address:	2323 Curtis Street, Denver, CO 80205
Organization Type:	Non-Profit Corporation

II. DEFINITION OF TERMS

- A. **Bridge Units:** Bridge units are Supportive Housing Units that are targeted to persons experiencing homelessness whose annual income cannot be immediately documented due to timing or lack of documentation.
- B. **Current Participants:** Current Participants are individuals or households who are actively enrolled in the program on the last day of the reporting period.
- C. **Eligible Participants:** **Eligible Participants:** Eligible Participants means an individual or household that is (i) Extremely Low-Income and (ii)(a) experiencing homelessness or would be experiencing homelessness upon discharge/release from an institutional setting, and (b) the individual or household member has disabling conditions, disabilities, or special needs. Eligible Participants may have multiple barriers to obtaining and maintaining housing, including chronic or persistent mental illness, alcohol and/or substance abuse, and/or health issues.
- D. **Exiting Participants:** Exiting Participants are individuals or households who exited the program during the reporting period.

- E. ***Extremely Low-Income***: Extremely Low-Income means individuals or households that earn at or below 30% of Area Median Income (“AMI”) as defined by the U.S. Department of Housing and Urban Development (“HUD”).
- F. ***Housing First***: Housing First is a homeless assistance approach that prioritizes providing non-time-limited housing to people experiencing homelessness, thus ending their homelessness. It is guided by the belief that people need basic necessities, including food and housing, before attending to other goals of self-sufficiency, such as employment, budgeting, or substance abuse treatment.
- G. ***Harm Reduction***: Harm Reduction is a set of practical approaches aimed to reduce the harm associated with substance use, rather than prevent substance use itself. Harm reduction approaches recognize that individuals can be at different stages of recovery and that effective interventions should be tailored to each individual’s stage.
- H. ***Measures***: Measures refers to the performance of the required outcomes as required by Section VII of this Agreement.
- I. ***Permanent Housing***: Permanent Housing is defined as housing that offers a lease with an initial term of at least 12-months, is renewable for a minimum term of one month, and is terminable only for cause.
- J. ***Program Enrollment Period***: Program Enrollment Period is defined as the time between the household’s voluntary program enrollment date and the last day of the reporting period or household’s exit from the program, whichever occurs first.
- K. ***Supportive Housing (“SH”)***: Supportive Housing is an evidence-based housing model with a primary focus on resident stability in housing. Supportive Housing is a subset of affordable housing that provides residents with non-time-limited affordable housing and the rights and responsibilities of tenancy using the Housing First model. In addition, Supportive Housing provides residents with access to an array of intensive Supportive Services tailored to the prospective needs of the resident population.
- L. ***Supportive Housing Units***: Dwelling units that provide Supportive Housing to Eligible Participants.
- M. ***Supportive Services***: Supportive Services are services provided to tenants of Supportive Housing Units.
- N. ***Trauma-Informed Care***: Trauma-informed care (“TIC”) is an approach to behavioral health service delivery that incorporates an understanding of past trauma and the impact it can have across settings, services, and populations. A trauma-informed approach recognizes the widespread impact of trauma, understands potential paths for healing, incorporates knowledge of trauma into policies and practices, and seeks actively to prevent re-traumatization.

III. SERVICES DESCRIPTION

- A. **Supportive Housing Requirements**: All 48 units in the subject property will be Supportive Housing Units. Furthermore, provision of Supportive Services is expected for all the 48 Supportive Housing Units. At all times, a minimum of 50% of all tenants residing in the SH units must be sourced through OneHome, the regional coordinated entry system maintained by HOST, or such alternative or replacement system as is approved by HOST in its reasonable discretion. This requirement will be measured both initially and cumulatively as vacancies at the property are filled.

B. Contractor Requirements

1. **Outcomes and HMIS Reporting:** Contractor must report all necessary data and information in the Homeless Management Information System (“HMIS”), managed by the Metro Denver Homeless Initiative (“MDHI”) to accurately calculate the Measures required by this Agreement.
2. **Commitment to Quality:** The Contractor is required to commit to the provision of high-quality Supportive Housing, as described in the [Corporation for Supportive Housing \("CSH"\) Standards for Quality Supportive Housing Guidebook 2022](#). The CSH Dimensions of Quality establish five key indicators of quality for Supportive Housing projects. All successful Supportive Housing projects include the following dimensions and are:
 - a. **Tenant-centered:** Tenants play an active role in planning the Supportive Housing project and all partners share a common commitment to helping tenants thrive.
 - b. **Accessible:** Housing is affordable, in a location that meets tenants’ needs and accommodates persons with special needs.
 - c. **Coordinated:** Roles, responsibilities and communication strategies are clearly established among the Supportive Housing partners, codified in written agreements, and revisited regularly.
 - d. **Integrated:** The project meets or exceeds community standards, and the partners actively engage in community dialogue.
 - e. **Sustainable:** The project has funding that is adequate for its ongoing operations and allows it to target its intended tenants.
3. **Supportive Services Standards:** Contractor must have a staff-to-client ratio of no less than one (1) staff person to every fifteen (15) SH units, as adjusted depending on the number of participants in the voluntary programs. Staff must have the relevant education and experience needed to implement Supportive Services, as determined by the State of Colorado Office of Homeless Initiatives (“OHI”). Supportive Services must be offered on a volunteer basis to tenants of Supportive Housing Units. In addition, services are expected to be implemented in a manner reliant on current best practice models, including Housing First, Harm Reduction and Trauma-Informed Care. Intensive case management services must be available to residents of Supportive Housing Units, including the following services:
 - a. **Access to a multidisciplinary treatment team, including:** Nursing care, case management, peer support, individual therapy and group therapy, and psychiatry/medication support.
 - b. **Housing stabilization:** Contractor must provide assistance in healing from trauma, addiction, mental health issues and homelessness through assessment, treatment planning, benefit acquisition, care coordination, and crisis response. These interventions will support long-term housing stability.
 - c. **Linkage to community supports:** Contractor must work to develop community supports through engagement, socialization, life skills, peer activities, and vocational programming.

IV. ROLES AND RESPONSIBILITIES FOR BOTH PARTIES

A. Contractor will:

1. Deliver Supportive Housing for 48 Eligible Participants.
2. Provide Supportive Services to Eligible Participants to assist such households with maintaining housing.
3. Work with City to host any city-designated sensitivity training on an annual basis.
4. Provide any online modular sensitivity training developed and provided by the City to all new direct-service staff within 15 days of hire date. Ensure direct-service staff complete training refresher on a biennial basis.
 - a. Sensitivity Training is available at https://denvergov.org/media/denvergov/housingstability/context_of_homelessness/story.html
 - b. Staff will need to complete and sign the “Statement of Completion of Required Training: Informed, Compassionate, and Positive Interactions with Persons Experiencing Homelessness” form

B. The City will:

1. Provide timely review and response to received reports, per Section IX.
2. Provide timely response to draws for funding, per Section IX.
3. Provide signage that includes information about the City and County of Denver’s Anti-Discrimination Office.

V. EQUITY ACCESS AND OUTCOMES

The Department of Housing Stability, in alignment with the Mayor’s Office of Social Equity and Innovation, values racial equity and inclusiveness and seeks to reflect this value in our funding practices. Our commitment to producing racially equitable housing outcomes is paramount to HOST’s overall mission of Denver residents being healthy, housed and connected. HOST requires all programs it funds to report on the demographic characteristics of households served by the program throughout the duration of the contract in coordination with other required reporting. The contractor will also report on the demographics of staff working on this program throughout the duration of this contract. Specific information outlining the required data systems to be used and data to be collected are contained within the scope of work of this contract. This information will help HOST monitor demographic trends in who is served. The underlying objective of collecting and disaggregating data and outcomes by race is to understand who is currently served by HOST funded programs. This information will help inform future evaluation on any potential disparate impacts across HOST programs, as well as strategies to help address equity in access to and outcomes from programs where appropriate. Additionally, HOST program and contract staff will be reviewing data, and will discuss your program’s progress or challenges towards racially equitable services and outcomes at site visits and monitoring.

VI. FUNDS WILL BE USED TO

The City has encumbered Two Million Dollars and No/100 (\$2,000,000.00) to be spent on Supportive Services associated with this project. The use of these City funds (2B Homelessness Resolution funds), as detailed in an annual report, will be reviewed to verify

that the funds are used for eligible costs as defined in 24 C.F.R. Sec. 578.53 and will be reviewed for consistency with the approved budget.

VII. PROCESS & OUTCOME MEASURES

Contractor will pull its own reports as needed from HMIS to compile and send the following required outcomes outlined in A, B, C, D, and E below to HOST in a single packet. If any of the outcomes are not met, HOST reserves the right to withhold approval of future budget and draws. Reports for January 1st through December 31st of the prior year will be due on January 31st.

A. Income Acquisition Benchmarks:

1. For Current Participants

80% of Current Participants must increase or maintain income (earned and unearned) and non-cash benefits. Income includes, but is not limited to, mainstream financial benefits (i.e., SSI, SSDI, TANF), income from employment, and non-cash benefits such as SNAP. This will be measured as the percentage of households who increase or maintain total income from program entry to most recent assessment.

i. Data source: HMIS

ii. The following Measures are associated with this benchmark:

1. Number and percentage of Current Participants who increased or maintained total income from program entry to most recent assessment.
2. Average and median income at program entry and at most recent assessment for all Current Participants.
3. Number and percentage of Current Participants who had each benefit or income type as defined in HMIS at program entry compared to at the most recent assessment.

2. For Exiting Participants

80% of Exiting Participants must have increased or maintained income (earned and unearned) and non-cash benefits. Income includes, but is not limited to, mainstream financial benefits (i.e., SSI, SSDI, TANF), income from employment, and non-cash benefits such as SNAP. This will be measured as the percentage of Exiting Participants who increase or maintain total income from program entry to program exit.

i. Data source: HMIS

ii. The following Measures are associated with this benchmark:

1. Number and percentage of Exiting Participants who increased total income from program entry to program exit.
2. Number and percentage of Exiting Participants who had a reduction in total income from program entry to program exit.
3. Average and median income for all Exiting Participants at program entry and program exit.
4. Number and percentage of Exiting Participants who had each benefit or income type at program entry compared to program exit.

B. Program Retention and Housing Attainment Benchmarks

1. For Current Participants

a. Data Source: HMIS

b. The following Measures are associated with this benchmark:

- i. Average and median length of Program Enrollment Period, measured in terms of days.
- ii. Number and percentage of Current Participants enrolled in the program for: less than 3 months, 3 to 12 months, and longer than 12 months.

2. For Exiting Participants.

a. 70% of Exiting Participants must exit the program into a Permanent Housing outcomes

i. Data Source: HMIS

ii. The following Measures are associated with this benchmark:

1. Number and percent of Exiting Participants by Destination at Exit. Destinations at Exit are defined as: Permanent Housing, other stable housing outcomes, and outcomes to other locations (e.g., nightly shelter, street, jail, or unknown destinations).

b. Length of stay for Exiting Participants

i. Data Source: HMIS

c. The following Measures are associated with this benchmark:

1. Average and median length of Program Enrollment Period, measured in terms of days.
2. Number and percentage of Exiting Participants that were enrolled in the program for: less than 3 months, 3 to 12 months, and longer than 12 months.

C. Households Served and Household Characteristics

1. Households Served

a. Data source: HMIS

b. The following Measures must be submitted:

- i. Number of households served each reporting period.
- ii. Number of Exiting Participants within the reporting period.
- iii. AMIs of each assisted household.

2. Household Characteristics

a. Data source: HMIS

b. The following Measures must be submitted:

- i. Number and percent of heads of household by race, ethnicity, and income level at entry (if reported in HMIS for program type).

D. Data Quality

To determine the accuracy and comprehensiveness of the reporting on the above-mentioned outcomes, HOST will also collect from HMIS a Data Quality Report on the program for each reporting period.

E. Program Narrative Reports

For each reporting period, the Contractor will provide a narrative update outside of HMIS on program successes and challenges. This narrative will include information on the extent to which participating households are connected to health and treatment services.

VIII. HOMELESS MANAGEMENT INFORMATION SYSTEM AND REPORTING

It is the Department of Housing Stability's policy, in alignment with adopted plans, to require the use of the HMIS and OneHome for all federally and locally funded programs addressing the needs of residents experiencing homelessness.

The Contractor agrees to fully comply with the rules and regulations required by HUD which govern the HMIS.¹

The Contractor, in addition to the HUD requirements, shall conform to the HMIS policies and procedures established and adopted by the MDHI Continuum of Care. These are outlined in the COHMIS Policies and Procedures², and the COHMIS Security, Privacy and Data Quality Plan.³

MDHI is the implementing organization for the HMIS. The HMIS software is called Clarity.

Contractor's aggregate HMIS performance data for projects may be shared with the funder and the community to improve system performance and assist with monitoring. MDHI will monitor HMIS related compliance and performance on an annual basis through a site visit. HOST will monitor program performance and contract compliance on an annual basis.

Technical assistance and training resources for HMIS are available to the Contractor via the COHMIS helpdesk.

HMIS data will be used to monitor performance under this contract. HMIS outcome reports may be sent to HOST directly from MDHI. Contractor will also have access to all outcome reports generated for this contract. HOST may request aggregate data from MDHI for City related reporting needs.

IX. REPORTS & DRAWS

A. Monitoring Reports and Funding Requests

1. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
2. Reports for January 1st through December 31st of the prior year will be due on January 31st. The reports must be in a form approved by HOST and must include a report evidencing expenses for which HOST funds were used, and information related to the Measures in the Services Contract. HOST will have three weeks to review these

¹ <https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/>

² <https://cohmis.zendesk.com/hc/en-us/articles/360013991371-Policy-Procedures>

³ <https://cohmis.zendesk.com/hc/en-us/articles/360013991371-Policy-Procedures>

reports and approve or seek other clarification or further action. Prior written approval by HOST program staff must be obtained before the due date if a time extension is needed.

3. Contractor must submit budgets for current calendar year by January 31st, including anticipated sources of funds from other funders. HOST will have 30 days from the date of receipt to review this budget and approve or seek amendments. Prior written approval by HOST program staff must be obtained before the due date if a time extension is needed.
4. Upon approval, Contractor may submit draw requests for budgeted expenses for the current calendar year prospectively any time after March 15th. Draw requests shall be submitted to: HOSTasset@denvergov.org.
5. Report and budgets shall be submitted to HOST at: HOSTasset@denvergov.org.

B. Grant Fund Draws

The total amount of \$2,000,000 will be set-aside in a City reserve fund. Annual draws of up to 1/15 of the total amount funded will be allowed every calendar year. Any amount not drawn in a given calendar year will remain in the reserve. The contractor can draw up to \$143,589.00 in year three and up to \$143,589.00 in each subsequent year, for a total of \$2,000,000 to be drawn by December 31, 2036. If an emergency develops where the Contractor loses a funding source, the Contractor can request special approval from the Executive Director of HOST to prospectively draw up to an amount that does not exceed three years of funding, so long as the total drawn amount does not exceed \$2,000,000. In such a case, the Contractor must demonstrate a need that a funding source was lost for reasons other than non-compliance with the terms and requirements of the funding source. Draws are not funded in arrears; Contractor may draw in advance of expenses. No further subsidy will be granted if all funds are drawn prior to the 15 years.

Supportive Housing must continue to be delivered and annual reports must be submitted during the entire term of this Agreement, even if no funds are drawn during a calendar year or if all funds are drawn prior to the end of the term of the Agreement. Failure to comply with either requirement shall be a material breach of this Agreement.