

AMENDATORY AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **COLORADO COALITION FOR THE HOMELESS**, a not-for-profit corporation, whose address is 2111 Champa St., Denver, CO 80205 (the “Contractor”), collectively “the Parties”.

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated June 27, 2011, to provide rental assistance to homeless persons (the “Agreement”); and

WHEREAS, the Parties wish to amend the Agreement to update the scope of work, amend the term and increase the compensation to the Contractor; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. All references to “...Exhibit A and A-1...” in the existing Agreement shall be amended to read: “...Exhibit A and A-1, as applicable...” The scope of work marked as Exhibit A-1 is attached and incorporated by reference. Exhibit A-1 will govern services to be provided on or after April 1, 2012.

2. Article 2 of the Agreement, entitled “**TERM OF AGREEMENT**”, is hereby amended to read as follows:

“2. **TERM:** The term of this Agreement is from **April 1, 2011**, to **March 31, 2013.**”

3. Article 3 of the Agreement, entitled “**COMPENSATION AND PAYMENT**”, is hereby amended to read as follows:

“3. **COMPENSATION AND PAYMENT:**

A. **Fees and Expenses:** Subject to the provisions of Article 3.C. below, the Contractor agrees to accept as full compensation from the City under this Agreement, for completion of all the items of work contained in this Agreement and Exhibit A-1, an amount not to exceed **One Million Seven Hundred Ninety Six Thousand Seven Hundred Sixty Dollars and Zero 00/100 (\$1,796,760.00)** (the “Maximum Contract Amount”), to be used in accordance with the budgets contained in Exhibits A and A-1. The Maximum Contract Amount includes payment for any and all other costs and expenses of any nature including but not limited to Administrative Costs referenced in Exhibits A and A-1.”

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

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

6. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

EXHIBIT LIST:

EXHIBIT A-1 – SCOPE OF WORK

SIGNATURE PAGES AND ATTACHMENT A 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-201100782-01

Contractor Name: THE COLORADO COALITION FOR THE HOMELESS

By: 
Name: John Parvensky
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)





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I. Purpose of Agreement

The purpose of the contract is to establish an agreement and Scope of Services between Denver Department of Human Services (DDHS) and CO Coalition for the Homeless. This contract will provide 102 units of tenant based rental assistance to the chronically homeless to obtain and remain in housing.

II. Program Goals & Outcomes

Goal	Outcome
Goal #1: Residential Stability	Outcome # 1: 71.5% of the homeless participants will stay in housing for 6 months or longer.
Goal #2: Increased skills and gain employment	Outcome # 2: 100% of participants will be referred to appropriate benefits (AND, SSI/SSDI, VA, OAP) and/or employment. 80% of qualified/eligible participants will obtain benefits/employment.

III. Services

- A. The contractor will provide rental assistance and support services to program participants. Data on community support services will be traced and reported by the contractor on the Annual Progress Report (ARP).
- B. The Contractor will ensure that each program participant will have a treatment plan that addresses the participant’s supportive service needs.

IV. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the program area and 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. **Contract & Financial Monitoring:** Review and analysis of (a) current program information to determine the extent to which contractors are achieving established contractual goals; (b)



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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 DDHS policies are being met.

B. Reporting

The following reports shall be developed and delivered to the City as stated in this section.

Report # and Name	Description	Frequency
1. Annual Progress Report	Update on program participants and outcomes.	Annually
2. Rent Reasonableness	Justification for rents charged in the project	Prior to contract execution
3. Match Calculation	Methodology to determine and track value of support services; reported through the data base analysis.	Annually
4. Other reports as reasonably requested by the City.	To be determined (TBD)	TBD

V. Budget Requirements

- A. Contractor shall provide the identified services for the City under the support of the Denver Department of Human Services using best practices and other methods for fostering a sense of collaboration and communication.
- B. Budget line items that exceed the approved budget by the City must be submitted in writing to DHS Contracting Services detailing the requested change and must demonstrate the need. Budget modifications must be approved by the City prior to Contractor expending any funds.



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C. BUDGET

Indicate the type of program: Shelter Plus Care				
Name of metropolitan or non-metropolitan Fair Market Rent (FMR) area: Denver				
Rent as related to the FMR*: 1% to 99% of FMR				
Size of units	No. of units/ structures	FMR or HUD rent paid	No. of Mos.	Total (d)
1. SRO	0	0		\$ -
2. 0 bdrm	27	\$619	12	\$200,556
3. 1 bdrm	71	\$705	12	\$600,660
4. 2 bdrm	4	\$893	12	\$ 42,864
5. 3 bdrm	x	x		\$ -
6. 4 bdrm	x	x		\$ -
7. 5 bdrm	x	x		\$ -
8. 6 bdrm	x	x		\$ -
9. Other	x	x		\$ -
10. Totals	102			\$844,080

- **Up to 8% may be invoiced for administrative costs. The 8% is calculated based off of the total Grant award and payments must be supported by backup documentation and detail calculations for all administrative expenses.**
- **The number of units allowable through the grant agreement is flexible to meet the needs of the provider and their client. The provider can bill for as many units, or as few units per month as necessary, not to exceed the total amount of the contract. The total units available for this contract is 27 0 bedroom units at a rate of \$619 a month, 71 1 bedroom units at a rate of \$705 a month, 4 2 bedroom units for \$893 a month, all for a period of 12 months for a total contract amount of \$844,080.**
- **Security deposits equaling one month rent are allowable.**
- **One month's rent for housing units vacated by a program participant. The term "vacated" excludes brief periods of inpatient care (limited to 90 days for each occurrence).**

VI. Other Requirements

1. Homeless Management Information System (HMIS):



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A. The Contractor agrees to fully comply with the Rules and Regulations required by the US Dept of Housing and Urban Development (HUD) which govern the Metro Denver Homeless Management Information System (HMIS). HUD requires recipients and subrecipients of McKinney-Vento Act Funds to collect electronic data on their homeless clients through HMIS. Programs that receive funding through McKinney-Vento that produce an Annual Progress Report (APR) must also collect program level data elements. These programs include: SHP, S+C, Section 8 Mod Rehab, ESG, and HOPWA.

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 agree to collect and record MDHI/HUD required HMIS information (intake, exit, and annual updates) on each family applying for program participation into HMIS information for program participants must be entered into HMIS within five days of providing a program or service to participants and must include program data elements for completing Annual Performance Reports (APRs) to HUD. HMIS should be used to document and provide information on any changes in the number of family members or changes in income. Using HMIS the contractor should, generate a details and summary APR on a quarterly basis for Denver Department of Human Services to demonstrate progress in meeting the goals and objectives of the grant.

E. Technical assistance and training resources for HMIS are available to the Contractor based on requests by the Contractor and by periodic assessments of participation, compliance and accuracy of data collection. The contractor is required to participate in the HMIS Users Group meetings.

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

G. Security - All workstations, desktops, laptops, and servers connected to the subrecipient's network or computers accessing the HMIS through a Virtual Private Network (VPN)



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must comply with the baseline security requirements. The subrecipient's HMIS computers and networks must meet the following standards:

- Secure location
- Workstation username and password
- Virus protection with auto update
- Locking password protected screen saver
- Individual or network firewall
- PKI-certificate installed or static IP address

H. Data Quality Standards

- Subrecipients must maintain an overall program Data Quality completeness score of 95% or higher.
- Subrecipients must enter HMIS data (program enrollments and services) into the system within five business days of the actual enrollment or service provided date.
- *(City and County of Denver, Department of Human Services)* reserves the right to run Data Quality reports on subrecipient programs on a monthly basis.
- *(City and County of Denver, Department of Human Services)* reserves the right to participate in on-site HMIS audits.
- *(City and County of Denver, Department of Human Services)* reserves the right to conduct Data Timeliness tests on subrecipient programs in HMIS.
- *(City and County of Denver, Department of Human Services)* reserves the right to run detailed APRs (displaying client-level data) and summary APRs (displaying aggregate-level data) as necessary to review and monitor contractor's program data quality and progress toward achieving annual program goals and outcomes for HUD APR requirements.

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 from Denver Department of Human of Human Services (DDHS).

3. Staff Changes:

If the Contractor has changes in staff that may affect the program outcomes or the processing of invoices, the changes should be reported to DHS within 30 days of the change.

4. 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



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plan to end homelessness in Denver. This may include participation in ongoing evaluation discussions and meetings.