

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **BLUFF MERCY, LLC**, a limited liability company whose address is 1999 Broadway, Suite 1000, Denver, CO 80202 (“Contractor”), collectively “the parties”

RECITALS:

A. The Parties entered into an Agreement dated January 31, 2018, as amended on January 8, 2019 (collectively, the “Agreement”).

B. The Parties wish to amend the Agreement to extend its term, amend the scope of work and budget, and increase the Maximum Contract Amount.

NOW THEREFORE, the parties agree as follows:

1. All references to “Exhibits A and A-1 as applicable” in the existing Agreement shall be amended to read: “Exhibits A, A-1 and A-2, as applicable”. The scope of work and budget marked as Exhibit A-2 is attached and incorporated by reference. Effective as of January 1, 2020, Exhibit A-2 will govern and control the services to be provided from January 1, 2020, until December 31, 2020.

2. Article 3 of the Agreement, entitled “**TERM**”, is amended by deleting and replacing it with the following:

“**3. TERM:** The Agreement will commence on **January 1, 2018**, and will expire unless sooner terminated, on **December 31, 2020**. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Executive Director.”

3. Article 4. d. (1) of the Agreement, entitled “**Maximum Contract Amount**”, is amended by deleting and replacing it with the following:

“**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **Eight Hundred Eighty Thousand Eighty Three Dollars and Zero Cents (\$880,083.00)** (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 Contractor beyond that specifically described in Exhibits A, A-1 and A-2. Any services performed beyond those in Exhibits A, A-1 and A-2 are performed at Contractor’s risk and without authorization under the Agreement.”

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

5. This Amendatory Agreement is not 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: SOCSV-201952587-SOCSSV-201738559-02
Contractor Name: BLUFF MERCY LLC

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:

SOCSV-201952587-SOCSV-201738559-02
BLUFF MERCY LLC

By: DocuSigned by:
Bruce Saab
850A3BD8693B844C...

Name: Bruce Saab
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-2
SCOPE OF WORK



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Bluff Mercy, LLC
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I. Purpose of Agreement

The purpose of the contract is to establish an agreement and Scope of Work between Department of Housing Stability (HOST) and Bluff Mercy, LLC for subsidized housing and to establish collaboration between Bluff Mercy, LLC, HOST, and an approved HOST vendor who will provide residential services, coordination and case management for families that are residents of Bluff Mercy, LLC.

II. Services

- A. The contractor will provide a total of Ninety-one (91) units to families and individuals.
 - 1. Thirty-one (31) rental units will be provided to households whose income is equal to or less than 30% of the area median gross income (AMI) at the time they initially lease a unit. 25% of all vacancies on these 31 units must be filled with referrals from the OneHome System.
 - 2. Fifteen (15) rental units will be provided to households whose income is equal to or less than 40% of AMI at the time they initially lease a unit,.
 - 3. Forty-five (45) rental units will be to households whose income is equal to or less than 50% of AMI at the time they initially lease a unit,.

- B. The contractor will be entitled to be reimbursed by the City for a Monthly Rental Subsidy in an amount not to exceed \$19,445 per month for the 31 units designated for the 30% and below AMI. The Monthly Rental Subsidy may be billed to the City every 30 days using a per unit basis.
 - 1. The Monthly Rental Subsidy amount is calculated as the difference between the actual tenant rent collected from the 30% AMI households and the HOST Fair Market Rent (FMR) as periodically established.
 - 2. The Tenant Rent Contribution shall be established by the contractor on the condition that the tenant rent contribution shall not exceed 30% of gross income.
 - 3. Bluff Mercy, LLC will show the actual tenant rent paid as well as the amount to be reimbursed for each unit on the invoice.
 - 4. HOST will compensate Bluff Mercy, LLC up to 30 days at the HOST FMR rate for unoccupied rental units in the 31 units designated for the 30% and below AMI.
 - 5. The HOST FMR Rate per bedroom size is as follows:

Number of Units	Unit Type	HOST FMR
13	1BR/1BA	\$759
16	2BR/2BA	\$925
2	3BR/2BA	\$1,304

- C. The contractor will make its best efforts to enter into either of two types of Housing

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Assistance Payments (HAP) contracts with the Denver Housing Authority.

1. The tenants with Housing Choice Tenant Based Vouchers or Section 8 vouchers will become tenants in some of the 31 units reserved for 30% AMI or below.
 2. For the HAP contracts, the amount of the HAP contracts will be subtracted from the Monthly Rental Subsidy request submitted to the City.
- D. The contractor will provide Resident Services Coordination onsite to the 31 households receiving the rental subsidy. This service coordination will include, but not limited to the following activities.

1. **Economic Development**
2. **Financial Stability**
 - a. Job Application Assistance
 - b. Resume Writing
 - c. Technology Literacy (Word, Excel, PowerPoint)
 - d. GED Test Prep
 - e. EITC Education
 - f. Tax Prep
3. **Housing Stability**
 - a. Lease Education Groups
 - b. Rental Assistance Referrals
 - c. Eviction Prevention Coaching
 - d. Housing Search Options
 - e. Housing Application Assistance
4. **Community**
 - a. Leadership Tours
 - b. Public Speaking Prep + Engagement
 - c. Community Safety Initiatives + Education
 - d. Encouraging Community Leadership Opportunities
5. **Education**
 - a. After School Programming
 - b. Educational field trips
 - c. Science, Math, Reading Literacy Engagement
 - d. Snack prep
 - e. Anti-bullying programming
 - f. Homework help

III. Process and Outcome Measures

A. Income Acquisition Benchmarks:

1. **For Current Participants** (those participants actively enrolled in your program on the last day of the quarter/reporting period).

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- a. PSH - 20% of **current** program participants will have obtained income from employment; TH – 50% of **current** program participants will have obtained income from employment.
 - i. Data source: HMIS
 - ii. Measure: Number and percentage of currently participating households who increased earned income from program entry to most recent assessment
 - b. 40% of **current** program participants will have obtained mainstream financial benefits (i.e. SSI, SSDI, TANF, AND), or a steady source of income. This will be measured as the percentage of households who increase total income from program entry to most recent assessment.
 - i. Data source: HMIS
 - ii. Measures:
 - 1. Number and percentage of currently participating households who increased total income from program entry to most recent assessment
 - 2. Average and median income at program entry and at most recent assessment for currently participating households
 - 3. Number and percentage of currently participating households who had each benefit type at program entry compared to at the most recent assessment.
2. **For Exiting Participants** (anyone who exited the program during the quarter/reporting period – broken down into Successful & Unsuccessful groups of exiting participants).
- a. PSH - 20% of **exited** program participants will have obtained income from employment **at the point of exit**; TH - 50% of **exited** program participants will have obtained income from employment **at the point of exit**.
 - i. Data source: HMIS
 - ii. Measure: Number and percentage of exited households who increased earned income from program entry to program exit
 - b. 50% of **exited** program participants will have obtained mainstream financial benefits (i.e. SSI, SSDI, TANF, AND), or a steady source of income **at the point of exit**. This will be measured as the percentage of exited households who increase total income from program entry to program exit.
 - i. Data source: HMIS
 - ii. Measures:
 - 1. Number and percentage of exited households who increased total income from program entry to program exit
 - 2. Number and percentage of exited households who maintained total income from program entry to program exit
 - 3. Number and percentage of exited households who reduced total income from program entry to program exit

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4. Average and median income for exiting households at program entry and program exit.
5. Number and percentage of exited households who had each benefit at program entry compared to program exit

B. Program Retention and Housing Attainment Benchmarks:

1. **Data For Current Participants** (those participants actively enrolled in your program on the last day of the quarter/reporting period).
 - a. Data source: HMIS
 - b. Measures:
 - i. Average and median length of program enrollment
 - ii. Number at percentage of currently participating households enrolled in the program for: less than 3 months, 3 to 12 months, and longer than 12 months
 - iii. Note: program enrollment period is defined as the time between the household's program enrollment date and the last day of the reporting period.
2. **For Exiting Participants** (anyone who exited the program during the quarter/reporting period).
 - a. 70% of program participants will exit the program into a permanent housing outcome.
 - i. Data source: HMIS
 - ii. Measures:
 1. Number and percent of exiting households by destination at exit. Destinations at exit will be grouped into 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 households
 - i. Data source: HMIS
 - ii. Measures:
 1. Average and median length of program enrollment
 2. Number at percentage of currently participating households enrolled in the program for: less than 3 months, 3 to 12 months, and longer than 12 months

C. Household Characteristics

1. Households served:
 - a. Data source: HMIS
 - b. Measures:
 - i. Number of households served each reporting period and deduplicated count of households served to date
 - ii. Number of households that exited the program within the reporting period and year to date

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2. Household characteristics:
 - a. Data source: HMIS
 - b. Measures:
 - 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

1. In order to determine the accuracy and comprehensiveness of the reporting on the above outcomes measures, HOST will also collect an HMIS Data Quality Report on the program for each reporting period.
 - a. Data source: HMIS

E. Program Narrative Reports

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

IV. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the program area and other designated City staff throughout the term of the agreement. 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 Monitoring:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. Financial Services, in conjunction with the HOST program area and other designated HOST staff, will provide performance monitoring and reporting reviews. HOST staff will manage any performance issues and will develop interventions to resolve concerns.
3. **Compliance Monitoring:** Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards and policies.
4. **Financial Monitoring:** Will ensure that contracts are allocated and expended in accordance with the terms of the agreement. Contractor is required to provide all invoicing documents for the satisfaction of Financial Services. Financial Services will review the quality of the submitted invoice monthly. Financial Services will manage invoicing issues through site visits and review of invoicing procedures.

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B. Reporting

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

Report	Description	Frequency	Reports to
Case Study Narratives of a successful program	Narratives of guest(s) participating and/or completing program. Must include guest's completed Release of Information	Monthly	Program Manager
Quarterly Data Tracker Report (Attachment)	Report shall demonstrate achievement of Process and Outcome Measures of SOW.	Quarterly	Program Manager
Contract Summary Report	Report shall demonstrate all functions performed, and how services provided met the overall goals of this agreement. Other data will include total budget per line item, amount spent, and an explanation as to unspent funds, etc.	Contract End, within 45 days after Term End.	Program Manager

V. Budget

Invoices and reports shall be completed and submitted on or before the 15th of each month following the month services were rendered 100% of the time. Contractor shall use HOST's preferred invoice template, if requested. Invoicing supporting documents must meet HOST requirements.

Invoices shall be submitted to HOST by US Mail to:

Attn: Department of Housing Stability
 Fiscal Management Unit
 201 W. Colfax Ave.
 Denver CO 80202

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Contractor Name: Bluff Mercy, LLC		
Contract Term: January 1, 2020 – December 31, 2020		
Contract Number: SOCSV 2017-38559-02		
Program Name: Permanent Supportive Housing		
ITEM	BUDGET	BUDGET NARRATIVE JUSTIFICATION
Personnel Costs		
Resident Services Manager Salary	\$12,000	1 Part-time salary and wages reimbursed at cost. Bonuses, severances or payouts of leave when an employee separates from their job will not be reimbursed
Resident Services Coordinator (RSC) Salary	\$35,360	1 Full-time salary and wages reimbursed at cost. Bonuses, severances or payouts of leave when an employee separates from their job will not be reimbursed
Fringe/Payroll Taxes	\$4,442.00	Fringe benefits and payroll taxes will be reimbursed at cost. Fringe includes employer portion of the following items: payroll taxes (Social Security, Medicare, Federal unemployment, and state unemployment), cost of leave (PTO, vacation, sick, holidays), insurance (medical, dental, vision, disability, and workers comp) and pension or retirement plans.
Sub-Total Personnel Costs	\$51,802	
Program Costs		
Staff Development	\$1,200	Program-related training materials and registration fees. Staff development trainings will be offered quarterly, covering topics such as resident engagement, working with residents, youth engagement, positive youth development, leadership development, motivational interviewing, and financial literacy.
Mileage	\$500	Reimbursement of personal vehicle mileage (not to exceed the standard IRS rate at the time of travel)
Client Support	\$4,820	Program supplies include food for clients, bus passes, supplies and programming to include services offered to residents in the areas of financial stability, housing stability, community engagement and youth programming; resident incentives to participate; computer lab support (maintenance in the lab).

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Equipment	\$1,759	Items should be less than \$500/item with a maximum expense to be determined by the program requirements. Any purchases over \$1,000/item and with a useful life greater than one year must be preapproved in writing. Purchases that have a value >=\$100, have a useful life >= one year, are not given directly to a client and can be used for general business purposes will be considered a controlled asset and must be documented and tracked by the contractor. At the end of the contract, a listing of all controlled assets, assets, and unused equipment will be given to funding agency. The funding agency may request the return of items on this list.
Housing Subsidy Costs – Rental Assistance	\$233,340	Housing subsidy for 31 units 30% of AMI, participating in program. Not to exceed \$19,445 per month.
Sub-Total Program Costs	\$241,619	
TOTAL COSTS):	\$293,421	

Contract Summary of Amounts:

Contract Version	Term	Previous Amount	Additional Amount	New Contract Total
Base	1/1/2018-12/31/2018	0	\$293,421.00	\$293,421.00
1st Amendment	1/1/2019-12/31/2019	\$293,421.00	\$293,241.00	\$586,662.00
2nd Amendment	1/1/2020-12/31/2020	\$586,662.00	\$293,421.00	\$880,083.00

VI. Protected Health Information

Contractor represents to the City that it has not, does not, and will not collect, maintain, use, disclose, or communicate any protected health information as defined in HIPAA, so that it is not subject to HIPAA requirements. If in the performance of any part of this contract, Contractor has, intends to, or does in fact collect, maintain, use, disclose, or communicate any protected health information (including but not limited to for the purpose of meeting its or residents' health and wellness goals, or making other referrals), Contractor will provide such services using a HIPAA compliant subcontractor in accordance with this Agreement sections #11, 12 and 14.

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VII. Other Requirements

A. Use of Homeless Management Information System (HMIS) and Reporting

It is the Department of Housing Stability's policy, in alignment with adopted plans, to require the use of the Homeless Management Information System (HMIS) and the Coordinated Entry System (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 the U.S. Department of Housing and Urban Development (HUD) which govern the HMIS¹.

The contractor, in addition to the HUD requirements, shall conform to the HMIS policies and procedures established and adopted by the Metro Denver Homeless Initiative (MDHI) Continuum of Care (CoC). These are outlined in the COHMIS Policies and Procedures², and the COHMIS Security, Privacy and Data Quality Plan³.

Metro Denver Homeless Initiative (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 and/or HOST will monitor contractor compliance and performance on an annual basis through a site visit.

Technical assistance and training resources for HMIS are available to the Contractor via the COHMIS Helpdesk.⁴

HMIS data will be used to monitor performance under this contract in addition to quarterly program narratives. HMIS outcome reports may be sent to HOST directly from MDHI. Contractor will also have access to all outcome reports generated for this contract. Narrative reports will be due to HOST two weeks after each HMIS outcome report is generated and sent to HOST to allow the Contractor the opportunity to address any issues they observe in their outcomes report in that narrative. Outcomes measures and other required reporting as well as the data source for each reporting element are detailed below.

HOST may request aggregate data from MDHI for City related reporting needs.

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>

⁴ <https://cohmis.zendesk.com>