

## SECOND AMENDATORY AGREEMENT

**THIS SECOND AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **THE SALVATION ARMY**, a California corporation with an address of 180 E. Ocean Boulevard, 9<sup>th</sup> Floor, Long Beach, California 90802 (the “Contractor”), collectively “the Parties”.

### RECITALS

**A.** The Parties entered into an Agreement dated April 14, 2014 and amended the Agreement on September 23, 2014 (the “Agreement”) to oversee emergency shelter operations for homeless men.

**B.** The Parties wish to amend the Agreement to revise the scope of work, extend the term of the Agreement for another year, and increase the maximum amount of compensation to be paid to the Contractor.

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

**1.** All references in the existing Agreement to “Manager” of the Department of Human Services are hereby amended to read “Executive Director”.

**2.** All references to “Exhibit A” and “Exhibit A-1” in the Agreement are amended to read as Exhibits A, A-1, and A-2, as applicable. The scope of work marked as Exhibit A-2 is attached and incorporated by reference. Exhibit A-2 will govern and control all work to be provided on and after January 1, 2015 until December 31, 2015.

**3.** Article 3 of the Agreement, entitled “**TERM**”, is amended to read as follows:

“**3. TERM**: The Agreement will commence on January 1, 2014, and will expire on December 31, 2015 (the “Term”).”

**4.** Article 4.d.(1) of the Agreement, entitled “**Maximum Contract Amount**”, is amended to read as follows:

“**4. COMPENSATION AND PAYMENT**:

**d. Maximum Contract Amount**:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SEVEN HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS (\$710,000.00)** (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 Contractor beyond that specifically described in Exhibit A, A-1, or A-2, as applicable. Any services performed beyond those in Exhibit A, A-1, or

A-2, as applicable. are performed at Contractor's risk and without authorization under the Agreement."

5. A new Article 36 is added to the Agreement, entitled "**CONFIDENTIAL INFORMATION; OPEN RECORDS**" reading as follows:

**36. CONFIDENTIAL INFORMATION; OPEN RECORDS:**

**A. Confidential Information:** The Contractor acknowledges and accepts that, in the performance of all work under the terms of this Agreement, the Contractor will or may have access to the following types of information: (1) City Proprietary Data or confidential information that may be owned or controlled by the City ("City Proprietary Data"); (2) confidential information pertaining to persons receiving services from the Agency ("Client Data"), or (3) confidential proprietary information owned by third parties ("Third Party Proprietary Data"). For purposes of this Agreement, City Proprietary Data, Client Data, and Third Party Proprietary Data shall be referred to collectively as "Confidential Information". The Contractor agrees that all Confidential Information provided or otherwise disclosed by the City to the Contractor or as otherwise acquired by the Contractor during its performance under this Agreement shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall limit access to any and all Confidential Information to only those employees who have a need to know such information in order to provide services under this Agreement. The Contractor shall exercise the same standard of care to protect any and all Confidential Information as a reasonably prudent contractor or Contractor would to protect its own proprietary or confidential data. Contractor acknowledges that Confidential Information may be in hardcopy, printed, digital or electronic format. The City reserves the right to restrict at any time Contractor's access to electronic Confidential Information to "read-only" access or "limited" access as such terms are designated by the Executive Director.

The Contractor agrees to comply with all applicable state and federal laws protecting the privacy or confidentiality of any and all information, including protected health information, and to comply with all requirements contained in the attached Exhibit A.

**(1) Use of Confidential Information:** Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any Confidential Information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing access to Confidential

Information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to reveal, publish, disclose, or distribute to any other party, in whole or in part, in any way whatsoever, any Confidential Information without prior written authorization from the Executive Director.

(2) **City Methods:** The Contractor agrees that any ideas, concepts, know-how, computer programs, or data processing techniques developed by the Contractor or provided by the City in connection with this Agreement shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The Contractor agrees, with respect to Confidential Information, that: (a) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Executive Director; (b) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; (c) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

(3) **Employees and Subcontractors:** The requirements of this provision shall be binding on the Contractor's employees, agents, officers and assigns. The Contractor warrants that all of its employees, agents, and officers who designated to provide services under this Agreement will be advised of this provision. All requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement.

(4) **Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing Confidential Information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including, but not in any manner limited to, fitness, merchantability, accuracy and completeness of the Confidential Information. The Contractor acknowledges and understands that Confidential Information may not be completely free of errors. The City assumes no liability for any errors or omissions in any Confidential Information. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

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

7. This Second 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.

**EXHIBIT LIST:**  
**EXHIBIT A-2 – SCOPE OF WORK**

**[SIGNATURE PAGES FOLLOW]**

**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-201314454-02

Contractor Name: THE SALVATION ARMY

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

Name: TOM MELOTT  
(please print)

Title: ASST TREASURER  
(please print)

ATTEST: [if required]

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

Name: TERRY O. HUGHES SECRETARY  
(please print)

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



**SCOPE OF WORK**  
**The Salvation Army**  
**SOCSV 2013-14454-02**  
**Exhibit A-2**

**I. Purpose of Agreement**

The Denver Department of Human Services (DDHS) and Denver's Road Home (DRH) will partner with the Salvation Army to oversee emergency shelter operations for homeless men.

This contract provides funds to support staff that will provide operational support at the Crossroads emergency shelter operated by the contractor. The identified staff will assist clients at the Crossroads shelter located at 1901 29<sup>th</sup> St. Denver, CO 80216. The contractor's staff shall provide assistance and shall help with the general functions of the facility throughout the duration of this contract.

**II. Services**

**Crossroads Shelter**

**Service Delivery and Process**

- Crossroads, operated by the contractor and located at 1902 29<sup>th</sup> St. Denver, CO 80216, will provide shelter to men depending on space availability.
- The current number of beds, plus additional overflow mats as needed, paid for under this contract by the City and County of Denver is 200.
- The Salvation Army will charge a \$6 fee for beds in order to replenish the funding used to provide services not outlined in this agreement. Men in need of emergency shelter shall participate in a lottery system where an opportunity to obtain a mat is provided at no cost.
- The mat lottery shall be conducted by the contractor on Sundays and Wednesdays at the hour of 4:30pm for 3- and 4-day mat tickets respectively.
- Men who desire to participate in the mat lottery may line up at 4:30pm. Anyone in line for a bed ticket before the hour of 4:30pm will lose eligibility to participate in the mat lottery.
- During its regular operating season or during any period of time when emergency shelter procedures are activated, a mat lottery should be held on specific dates and during consistent times established by the contractor.
- The contractor shall maintain the log of men who received mat tickets through the lottery system. The log shall include the full name of the individual receiving the mat ticket, the date that the mat was provided and the date for which the mat is eligible. Records will be retained for up to 7 years.

**Time and Manner of Service Delivery:**

- Excepting circumstances where an individual in need of a mat is accompanied by an employee of the contractor or a member of the Denver Police Department, or an outreach worker and is brought to the shelter location after 8:00pm, hours of operation for the overflow

**SCOPE OF WORK**  
**The Salvation Army**  
**SOCSV 2013-14454-02**  
**Exhibit A-2**

shelter are 4:30pm – 8:00am, with intake procedures beginning at 4:30pm.

- Each man possessing a bed or mat ticket may arrive to the shelter location beginning at 4:30pm. Doors to the shelter will open at 5:00pm. The contractor will complete intake procedures no later than 6:00pm, except for those individuals who are working and provided verification as such. The Salvation Army may open the courtyard or shelter earlier than 4:30pm as severe weather dictates.
- Each man possessing a bed or mat ticket must enter the shelter through the side door.
- Each man possessing a bed or mat ticket must place their full name on a sign-in log provided by the contractor.
- The contractor shall maintain a sign-in log at the shelter location that includes the first and last name of each man that has presented a bed or mat ticket. The contractor will work in partnership with DPD to facilitate compliance checks on transient offenders registered to the block of Crossroads.
- If a resident leaves the shelter, he will not be allowed to re-enter for the night.
- Showers for residents will be available between the hours of 8:00pm and 10:00pm. Use of a shower will be made consistent with rules established by the contractor.
- A light breakfast and dinner will be provided in kind by the contractor before the men leave the shelter on a regular basis.
- Shelter lights will be turned out at 10:30pm, except on occasions where hours of operation are extended by an emergency situation I.E. (Snowstorm).
- Each man must leave the shelter by 8:00am except under extenuating circumstances such as snowstorm or emergency.

**Responsibilities of the Contractor:**

- Provide staff at the shelter location.
- Provide physical space to be used by the overnight residents that have been referred to the shelter.
- Prohibit men with bed tickets from queuing in a line by placing their personal belongings in the line in their absence.
- Ensure the rules of the shelter are followed by communicating the shelter rules to men as they enter the shelter and by providing signage that displays the shelter rules. Signage must be displayed inside and outside the shelter in locations that are easily seen by shelter residents.
- Take action with any person from the shelter that does not follow the shelter rules. This may include discharge from the shelter for acts of physical and verbal abuse.
- Provide full-time and part-time staff at the shelter location for shelter operations. Maintain staffing 24 hours a day at 1901 29<sup>th</sup> St. for security purposes. This shall include video surveillance and a building perimeter walk through no less than 4 times a day.



**SCOPE OF WORK**  
**The Salvation Army**  
**SOCSV 2013-14454-02**  
**Exhibit A-2**

- Provide a sufficient amount of additional lighting near and around the shelter. Sufficiency has been determined based on a joint assessment made by DPD and The Salvation Army.
- Provide physical space on first floor to be used by the overnight residents that are part of the lottery system.
- Provide 150 beds where residents can sleep and a minimum of 110 additional mats to be used as needed.
- Provide laundry facilities (machines where blankets will be laundered by staff or volunteers).
- The Salvation Army's rescue vehicle will be available for pick-up call from DPD and Street Outreach from 4-10pm and on an emergency basis only from 10pm until 2am.
- Provide a process for outreach teams, members of the Denver Police Department and resource providers including agencies and hospitals in the community to contact the contractor on occasions when a man is found outdoors and has need for shelter for the night.

**Responsibilities of the City and County of Denver thru the Denver Department of Human Services and Denver's Road Home**

- Provide the name of an outreach coordinator from the city who will serve as a point person for concerns or questions that the contractor may have. The liaison will serve as the connection between the City and County of Denver, shelters/resource providers and the contractor.
- Inform the contractor, outreach teams, the Denver Police Department and Denver Road Home partners and providers about when shelters will be operational.
- Organize periodic community meetings for the purpose of obtaining feedback concerning shelter activity.
- Coordinate a communication meeting that allows residents and business owners in the shelter area to provide immediate feedback and concerns about Crossroads shelter.

**III. Process and Outcomes Measures**

**Process Measures**

1. Safe shelter will be provided to 100% of all men sleeping in the Crossroads Shelter.
2. Rules of the shelter will be communicated to all men sleeping in the Crossroads Shelter upon entry, both verbally and by providing signage both inside and outside the shelter.
3. Appropriate action will be taken with any client who does not follow the rules of the shelter, up to and including discharge from the facility, to ensure the safety of staff and other clients.
4. Contractor shall submit accurate and timely invoices (on or before the 15<sup>th</sup> of each month) 100% of the time.

**SCOPE OF WORK**  
**The Salvation Army**  
**SOCSV 2013-14454-02**  
**Exhibit A-2**

**Outcome Measures**

1. All critical safety issues will be reported to the DHS Programs Manager.
2. The number of successful participants that move on to Phase 2 each quarter will be 10 or higher.
3. Payment will be made by DDHS to the vendor timely 100% of the time.

**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) financial systems & billings to ensure that contract funds are allocated & expended in accordance with the terms of the agreement. 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	Report to be sent to:
1. Quarterly Report	Report shall demonstrate achievement of Process and Outcome measures in Section III above. Reports must include utilization of beds/mats available each night, number of participants that enter Phase one of the program each Quarter and % and number of successful participants that move on to	Quarterly	Jon Luper

**SCOPE OF WORK**  
**The Salvation Army**  
**SOCSV 2013-14454-02**  
**Exhibit A-2**

	Phase 2 each quarter.		
2. 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.	Jon Luper
3. Other reports as reasonably requested by the City.	To be determined (TBD)	TBD	Jon Luper

**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

<b>Salvation Army Crossroads</b> <b>Term: 1/1/2015 to 12/31/2015</b>		
	<b>Total Budget</b>	<b>Total Budget Narrative</b>
<b>DIRECT COSTS</b>		
<u>Staffing</u>		
Salary	\$280,390	Staff Salaries (1 f/t Program Director, 1 f/t Program Supervisor, 1 f/t Assistant Manager, 1 f/t office manager, 1 f/t database admin., 1 f/t Shelter Worker, 1 f/t maintenance worker, 10 p/t Shelter Workers)
Fringe	\$25,000	Employer paid benefits excluding life insurance
Taxes	\$610	Denver Head Tax
<b>Sub-Total</b>	<b>\$306,000</b>	
<b>FACILITIES</b>		
<u>General Operating and Overhead Costs</u>		
Insurance and General Liability	\$14,000	Sexual Misconduct and General Liability

**SCOPE OF WORK**  
**The Salvation Army**  
**SOCSV 2013-14454-02**  
**Exhibit A-2**

Utilities	\$60,000	Xcel and Water
<b>Sub-Total</b>	<b>\$74,000</b>	
<b>TOTAL BUDGET</b>	<b>\$380,000</b>	

**VI. Other Requirements**

**A. Homeless Management Information System (HMIS)**

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 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. This is a requirement for recipients of City homeless funding through Denver’s Road Home.

The Contractor, in addition to the HUD requirements, shall conform to the HMIS policies established and adapted by the Metro Denver Homeless Initiative (MDHI) and the Balance of the State CoC.

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

**Security**

The importance of the integrity and security of HMIS cannot be overstated. **All** workstations, desktops, laptops, and servers connected to the Contractor’s network or computers accessing the HMIS through a Virtual Private Network (VPN) must comply with the baseline security requirements. The Contractor’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

**HUD Continuum of Care Data Standards**

Revised HMIS Data Standards will go into effect October 1, 2014 and Contractor is required to collect data based on these new standards. For the MDHI Continuum of Care/Balance of the State Continuum of Care, the **City of Denver** and its Contractor’s will collect Universal and CoC Program Specific Elements. . The Contractor is required to attend the

**SCOPE OF WORK**  
**The Salvation Army**  
**SOCSV 2013-14454-02**  
**Exhibit A-2**

HMIS training on the data collection requirements for these revised standards.

**MDHI HMIS User Group Meetings**

The Contractor should attend at least three HMIS user group meetings during the contract year. User Group offers valuable and informative information on HMIS and is a forum to ask questions and address issues related to HMIS. Typically, MDHI’s HMIS User Group meets at Mile High United Way on Thursdays and the Balance of the State user group meets via webinar every other month the Colorado HMIS team sends out meeting reminders. The meeting schedule for 2014-2015 is:

MDHI:

<b>2014 Dates</b>	<b>2015 Dates</b>
July 17	Jan 15
Sept 18	Mar 19
Nov 20	May 21

**Data Quality Standards**

- The Contractor must maintain an overall program Data Quality completeness score of 95% or higher.
- The Contractor must enter HMIS data (program enrollments and services) into the system within five business days of the actual enrollment or service provided date.
- Colorado Coalition for the Homeless (CCH) reserves the right to request Data Quality reports from Colorado HMIS for Subrecipient’s programs on a monthly basis.
- CCH reserves the right to participate in on-site HMIS audits.
- CCH reserves the right to request Data Timeliness tests from Colorado HMIS at any time on Subrecipient’s programs in HMIS.
- CCH reserves the right to request detailed APRs (displaying client-level data) and summary APRs (displaying aggregate-level data) from Colorado HMIS at any time during the project’s operating year. APRs are used to review and monitor the Contractor’s program data quality and progress toward achieving annual project goals and outcomes per HUD and MDHI requirements. The Contractor’s APR data will be consolidated with other Subrecipients and CCH data to fulfill HUD annual reporting requirements.
- CCH reserves the right to access the Contractor’s HMIS Web portal to review real-time client data to ensure the Contractor adheres to the data quality standards required by the Metro Denver Homeless Initiative Continuum of Care.

**Staff Changes**

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



**SCOPE OF WORK  
The Salvation Army  
SOCSV 2013-14454-02  
Exhibit A-2**