

THIRD AMENDATORY AGREEMENT

This **THIRD 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 **FAMILY HOMESTEAD**, a not-for-profit corporation whose address is PO Box 40186, Denver, Colorado 80204, hereinafter referred to as the "Contractor", collectively referred to as the "Parties".

The Parties entered into an Agreement dated March 9, 2011 and amended the Agreement on April 12, 2012 and on April 4, 2013 (the "Agreement"), to provide emergency housing case management services for homeless people.

The Parties wish to amend the Agreement to revise the scope of work, extend the term and increase the compensation to the Contractor.

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

1. All references to "...Exhibits A, A-1 and A-2..." in the existing Agreement shall be amended to read: "...Exhibits A, A-1, A-2 and A-3 as applicable..." The scope of work marked as Exhibit A-3 is attached and incorporated by reference.

2. Article 3 of the Agreement entitled "**TERM**" is amended to read as follows:

"3. **TERM**: The Agreement will commence on **January 1, 2011**, and will expire on **December 31, 2014**."

3. Article 4(a) of the Agreement entitled "**Fee**" is amended to read as follows:

"4. **COMPENSATION AND PAYMENT**:

a. **Fee**: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement **FIVE HUNDRED FORTY FOUR THOUSAND EIGHT HUNDRED FOUR DOLLARS AND ZERO CENTS (\$544,804.00)** (the "Maximum Contract Amount"). Amounts billed may not exceed the budget set forth in Exhibit A-3 and dollars from prior years do not roll over into the next year."

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

EXHIBIT A-3 – 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-CE11118-03

Contractor Name: FAMILY HOMESTEAD

By: 

Name: Leslie A. Jones
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)





**Exhibit A-3 to Contract #CE11118-3
Family Homestead
Scope of Work**

I. Purpose of Agreement

Denver Department of Human Services (DDHS) is working with community partners that provide services for Denver’s homeless populations. This Contract is for emergency housing and case management with Family Homestead. This housing will be either tied to set aside units that are currently with Denver Housing Authority (DHA) or with be with new units at the same contracted price. This contract is for 17 units of emergency housing for families. Referrals will come from DDHS’ outreach worker at the Family Motel. The Contractor will provide services to Denver’s homeless and help meet the goals of Denver’s Road Home plan to end homelessness.

II. Program Goals & Outcomes

Goal	Outcome
<p>Goal #1 Family Homestead will be committed to providing independent living units for families in their 30-90 day Emergency Housing Program.</p>	<p>Family Homestead will be housing each family in an independent apartment in order to preserve the integrity and normal dynamic of family life while parents deal with the issues that caused the family’s homelessness and pursue a stable, sustainable lifestyle.</p>
<p>Goal #2 Referrals from DDHS, shelters and safe houses receive first priority for placement into Family Homestead’s emergency program.</p>	<p>Working with each family, case managers develop an individualized case plan that builds on the family’s strengths and addresses their specific needs. Case managers provide resources and referrals to help clients achieve the goals outlined in their case plan.</p>
<p>Goal # 3 Case managers will complete two monthly reports on each family.</p>	<p>To provide statistical, demographic, and service reports, and narrative reports which describe the family’s situation and progress on their objectives.</p>
<p>Goal # 4 Case Managers will work with families to ensure they are moving towards their goals of more stable housing.</p>	<p>60% of Families will transition from emergency housing into transitional or permanent housing.</p>



III. Services

In addition to any other services set forth in the Agreement and its exhibits, the Contractor shall:

- A. Attend and complete, during the term of the Agreement, training sessions as scheduled and provided by the City through Denver Human Services concerning prohibitions against discrimination. This would be required for new staff members who have not previously attended the training.
- B. The Contractor will continue to maintain the collection, security, maintenance and reporting to the City's required documentation. All data will be entered in a timely manner on a weekly basis, and the information will be entered into the HMIS. The contractor will continue to fully cooperate with the City's point-in-time survey efforts.
- C. 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.
- D. 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 *The Ten Year Plan to End Homelessness* in Denver. This may include participation in the DHS monthly surveys.
- E. If units remain vacant for longer than 5 working days, Family Homestead staff will place similarly qualified homeless families.
- F. Abide by Fair Housing Laws.
- G. Maintain all tenant records in an organized and confidential manner and provide reasonable access to DHS as requested.
- H. Coordinate through the DHS Public Information Office via the DDHS Project Manager, any media interview requests regarding the specific contractual program and/or topics directly related to this program or its tenants.
- I. Provide support in making presentations to lenders, City, and State Representatives to obtain support for property activities and programs.
- J. Ensure all safety requirements such as visible fire extinguishers and functioning fire alarms are monitored and checked on a monthly basis.



- K. Provide the identified services for the City under the support of the Denver Department of Human Services using best practices and other methods to effectively manage the funds and programs by fostering a sense of collaboration and communication.

- L. The Contractor will provide case management staff that will be available to assist homeless families. Families are initially provided 30 days of housing rent-free, after which they may sign a month-to-month lease and pay rent. Case management staff: work with each family to develop an individualized case plan that helps them live successfully in independent housing while, at the same time, they secure an income stream and begin the search for longer-term housing. Case managers provide resources and referrals as needed to help clients accomplish the goals set forth in their case plan. Because these families have challenges to move into more permanent housing, the social service staff also must deal with a myriad of other problems, issues, and crises while the families are in the program.

- M. Case Worker(s) will provide services to help homeless families with not only immediate housing but also to assist them with their goal of securing financial stability in order to become successful in obtaining long-term housing. This also involves the Case Worker to help these families with their situations/issues that caused them to become homeless. It is the goal of all involved to demonstrate self sufficiency. The Case Worker(s) will also obtain and update monthly client status reports and statistical reports. The unique aspect of Family Homestead's Emergency Housing Program is that they house families only in individual living units and other agencies when appropriate.

IV. Other Requirements

A. Homeless Management Information System (HMIS):

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

2. 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)

3. 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.
4. 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.
5. 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.
6. The Contractor will be required to participate in HMIS training sessions and evaluation committee and HMIS Users Group meetings.
7. The Contractor will be required to collect data on **all** homeless clients its organization serves and enter this data into the HMIS. In order for participants to be in the emergency housing program, they must be entered into HMIS. All intake and program data must be entered within five (5) days of entry into program.

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 Shelter Provider meetings.

5. Staff Changes:

If the Contractor has changes in key 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.

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, 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

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. Monthly Invoices	Monthly invoices with required backup documentation for payment. Where applicable, this includes time sheets that allocate an individual's time if he/she works less than 100% of time on this	Due the 15 th of each month 100% of the time	DHS Program Manager



	grant. A rent roll that must include last name, unit number, unit address, unit size, and rent amount. The report must be submitted each month.		
2. Quarterly Report	This will be a cumulative report starting January 1 and ending December 31. Data elements: Total number of families entering the program (by qtr and yearly). % of families transitioning into transitional or permanent housing (Goal is 60%). Employment / wage gains while in the program (entered in HMIS – reported quarterly) Average length of time in the program.	April 15, 2014 July 15, 2014 October 15, 2014 January 15, 2015	Lisana Munoz and Jon Luper
3. Annual Report	Total percentages of goals and outcomes and clients served.	January 15, 2015	Lisana Munoz and Jon Luper

VI. Budget

- 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 10% of 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 Manager or his/her designee in writing prior to Contractor expending any funds.



- C. Denver Department of Human Services (DDHS) refers families into 17 units operated by Family Homestead. Family Homestead leases the units from Denver Housing Authority (DHA) and makes a monthly lease payment to DHA to secure these units. DDHS will pay a maximum of \$8,245 in rental payments per month based upon the monthly rental reimbursement to DHA. DDHS will pay for the 17 units as long as they are for our clients and if they are occupied or unoccupied.
- D. If a unit remains unoccupied for 5 days, Family Homestead will contact the DHS Program Manager to determine if a different family may be referred.
- E. Should Family Homestead be able to finalize the purchase of the property from the Denver Housing Authority at any point during the term of this contract the rent per unit will remain the same. Addresses of the properties may change and Family Homestead is responsible for reporting this to DDHS within 30 days of the change.

Contractor Name: Family Homestead		Contact: Les Jones
Contract Term: 01/01/14 – 12/31/14		Contract Number: CE11118-03
INDIRECT COSTS:	BUDGET	Budget Narrative Justification
Total Indirect Costs:	\$0.00	Contract pays for no overhead or administrative costs.
DIRECT COSTS		
<u>Staffing</u>		
Lead Social Worker	\$30,000.00	
Social Worker	\$20,000.00	
Property Manager	\$12,000.00	
Maintenance Person	\$21,000.00	
FICA and Medicare	\$6,350.00	
Sub-Total (Staffing)	\$89,350.00	
<u>Client Services</u>		
Client Exp – Housing	\$56,304.00	This amount pays \$ 276 per month subsidy for 17 units of housing that are made available to DDHS to house homeless families. Rent roll including last name and unit number must be submitted with invoice.
Sub-Total (Client Services)	\$56,304.00	
Total (Direct Services)	\$136,068.00	
TOTAL BUDGET (Indirect & Direct Costs)	\$136,068.00	



2013 Local Grants Program
Denver Department of Human Services
Outcome Based Objective Worksheet (ROMA)

NAME OF AGENCY: Family Homestead

PROGRAM DESCRIPTION: Emergency housing and case management for homeless families

PROGRAM MISSION STATEMENT: To house homeless families and end homelessness for individual families in Denver.

PROBLEM, NEED OR SITUATION:	SERVICE, ACTIVITY OR INTERVENTION THAT WILL BE PROVIDED TO MEET THE PROBLEM, NEED OR SITUATION:	OUTCOME FOR THE CLIENT OR COMMUNITY BECAUSE OF THE SERVICES PROVIDED TO MEET THE IDENTIFIED NEED OR SITUATION:	MEASUREMENT TOOL: DATA SOURCE AND COLLECTION PROCEDURES: FREQUENCY OF DATA COLLECTION AND REPORTING:
<p>Emergency housing for families with children is needed to move individuals who can stabilize out of emergency shelter in order to make beds/rooms available for additional families.</p> <p>A close working relationship and a priority referral process is needed to move families from a higher cost of emergency shelter to a lower cost (typically through Homeless Outreach at VOA Family Motel).</p>	<p>Family Homestead will take referrals from Homeless Outreach at DHS and provide Emergency Housing and other assistance.</p> <p>Assistance of Homeless Outreach Case Manager</p>	<p>Families will transfer from emergency shelter to Family Homestead. 60% of the Families that enter Emergency Housing will transition into transitional or permanent housing.</p> <p>Priority will be given to those who stabilize with resources or for those waiting for Section 8.</p>	<p>Monthly reports will indicate that families are being provided with emergency housing and assistance.</p> <p>Monthly reports will indicate that families referred by DHS Homeless Outreach are given space when available.</p>