

REVIVL AND FOURTH AMENDATORY AGREEMENT

THIS REVIVAL AND FOURTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **URBAN PEAK**, whose address is 730 E. 21st Street, Denver, Colorado 80205, the “Contractor”, collectively referred to as the “Parties”.

A. The Parties entered into an Agreement dated March 2, 2010 and amended the Agreement on August 24, 2010, August 19, 2011 and on September 24, 2012 to provide case management and residential management for the Rocky Mountain Youth Housing Program (the “Agreement”).

B. The Agreement expired by its terms on September 30, 2012 and rather than enter into a new contract, the Parties wish to revive, and reinstate all of the terms and conditions of the Agreement as they existed prior to the expiration of the term.

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

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

1. Article 3 of the Agreement entitled “**TERM OF AGREEMENT**” is hereby amended to read as follows:

“**3. “TERM**: The Agreement will commence on **January 1, 2010**, and will expire on **January 10, 2013** (the “Term”). Subject to the Manager’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Manager.”

2. Article 4(a) of the Agreement entitled “**COMPENSATION AND PAYMENT**” is hereby amended to read as follows:

“**4. COMPENSATION AND PAYMENT:**

a. Budget: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement an amount not to exceed **FIVE HUNDRED THIRTY TWO THOUSAND THREE HUNDRED FIFTY THREE DOLLARS AND ZERO CENTS (\$532,353.00)** (the “Maximum Contract Amount”). Amounts billed under each exhibit may not exceed the budget set forth in the particular exhibit for the period applicable to that exhibit.”

3. All references to "...Exhibit A, A-1, A-2 and A-3..." in the existing Agreement shall be amended to read: "...Exhibits A, A-1, A-2, A-3 and A-4, as applicable..." The scope of work marked as Exhibit A-4 is attached and incorporated by reference.

4. This Revival and Fourth Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

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

EXHIBIT LIST:

EXHIBIT A-4 – 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-CE00096-04

Contractor Name: URBAN PEAK

By: Kimberle Easton

Name: Kimberle Easton
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)





**Urban Peak
Rocky Mountain Youth Housing Program
Exhibit A-4 Scope of Work
CE00096(4)**

I. Purpose of Agreement

The purpose of the agreement is to establish services between the Youth and Family Services (YFS) Division of Denver Department of Human Services (DDHS) and Urban Peak for the operation of the Rocky Mountain Youth Housing Program (RMYHP). RMYHP provides case management services and housing for homeless youth in transition (ages 16 to 22) who have aged out of foster care, or might otherwise find themselves on the street. The City owned 36 unit facility (35 units are available for the program, 1 unit is used as an office by DDHS and Urban Peak staff) is located at 1548 Ogden St., Denver, Colorado. The program is funded through the Child Welfare Allocation and the collection of tenant rents.

II. Program Goals & Outcomes

Goal	Outcome
Goal #1 To collaborate with DDHS and community based organizations to provide for the well being of youth in transition, identifying best practice and effective programs.	Outcome #1 Youth has achieved stability. Outcome #2 Youth will have gained the necessary education and job skills to sustain independence. Outcome #3 Youth are self-sufficient and permanently exit life on the streets.
Goal #2 To provide Program and Property Management with staffing of not more than a 12 to 1 ratio of clients per case manager.	Outcome #1 100% of all security deposits will be collected. Outcome #2 Every month Urban Peak Project Manager and DDHS Project Manager will meet to facilitate communication between project managers.
Goal #3 Increase rent collection from Project Based Clients to the required contract standard.	Outcome #1 Urban Peak will have collected 90% of all rental payments from tenants each month.
Goal #4 Increase deposit collection from Project Based Clients to the required contract standard.	Outcome #1 Urban Peak will have collected 100% of all rental payments from tenants upon mutual acceptance of lease agreement.

Goal #5 Contractor shall submit accurate timely invoices in accordance to the requirements of this Agreement.	Outcome #1 Invoices and reports shall be completed and submitted on or before the 15 th of each month 100% of the time.
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III. Services

This agreement seeks to describe between DDHS and Urban Peak requirements, best practices, and other methods for providing a comprehensive framework for case management, group facilitation, youth assessments, crisis phone counseling, client documentation, data collection, and ensuring the program is facilitated in a manner that provides for appropriate and effective services.

The following work will be performed by Urban Peak:

1. Coordinate efforts with City and County of Denver Human Services (DDHS) staff and other youth serving community based agencies to identify potential tenants, including, but not limited to, conducting appropriate background and criminal investigation reports.
2. Receive referrals of prospective tenants from DDHS or Urban Peak for processing. Applications must be submitted with referrals.
3. Urban Peak will provide 10 units at RMYHP to be used for Housing Authority Program (PBV) vouchers.
4. Youth receiving PVB vouchers will receive case management services.
5. Urban Peak will be responsible to assist youth tenants with HAP applications.
6. Urban Peak will ensure that case management is available to all tenants.
7. Prepare and execute lease agreements to approved tenants. This shall include all leasing related documents, documents pertaining to tenant income certifications, and affordable housing compliance, and other documents and policies as reasonably required or requested by DDHS.
8. Work with DDHS staff to process leases signed by DDHS within the number of days designated by DDHS staff.
9. Abide by Fair Housing Laws.
10. Urban Peak must calculate and collect 100% of all security deposits, 90% of all rental payments, and any other payments owed to the City and deliver any and all monies to the City's designated representative within three days of receipt. Any deviations must be submitted as a request for approval to the DDHS Program Manager.
11. Prior to replacing damaged or lost keys Urban Peak must collect replacement costs from tenant(s).
12. Perform move-in and weekly inspections and move-out inspections with tenants. Provide information to the DDHS Facilities Manager regarding condition of the unit at move-out.
13. Notify DDHS of vacancies and efforts to lease vacant units weekly.
14. Submit monthly activity reports summarizing all contracts and actions taken, and the information that has been obtained.
15. Maintain all tenant records in an organized and confidential manner and provide reasonable access to DDHS as requested.
16. Maintain complete and detailed records of issues and decisions relating to the leasing of the property.
17. Urban Peak must coordinate efforts with the DDHS Project Manager and DDHS Facilities Manager on matters involving violations and evictions. Urban Peak will prepare and deliver to tenants, with a copy to the DDHS

Project Manager and DDHS Facilities Manager, appropriate pre-litigation notices, including but not limited to, notice of violation, notice to quit, notice to vacate, demand for compliance or possession, and other notices to tenants concerning tenant default, abandonment, or termination of tenancy.

18. Urban Peak may rescind a lease as an alternative to eviction. Keys must be turned in at the time a tenant signs the Agreement to Rescind Lease form. A maximum of 10 days will be allowed to clear the rescinded unit. Urban Peak has a total of 30 days from the date of the Agreement to Rescind Lease form is signed to clear the unit and make it ready for rental. Extensions beyond 30 days will be reviewed and agreed upon with the DDHS Program Manager.
19. Notify DDHS Project Manager and DDHS Facilities Manager within twenty-four (24) hours of any matter adversely affecting the operation, maintenance and use of the property and/or the need for repairs.
20. Any media interview requests regarding the specific program and/or topics directly related to this program or its tenants shall be coordinated through the DDHS Public Information Office via the DDHS Project Manager.
21. Provide an accurate status report on a monthly basis due by the 15th of every month detailing the total number of units leased during the preceding reporting period; the total number of unoccupied units and the amount of rent collected by Urban Peak per unit; the amount of rent outstanding; and any other information reasonably requested by DDHS concerning the services provided under this agreement. This report shall be signed by the Director of Urban Peak or other authorized representative. This information shall be sent to the attention of the DDHS Project Manager, Denver Human Services, 1200 Federal Blvd, Denver, CO 80204.
22. Provide support in making presentations to lenders, City, and State Representatives to obtain support for property activities and programs.
23. Disclose to DDHS Project Manager and DDHS Facilities Manager any and all adverse material facts, benefits or risks concerning the property.
24. Establish and maintain a designated representative who shall represent Urban Peak and through whom all services including real estate issues shall be coordinated with.
25. Ensure all safety requirements such as visible fire extinguishers and functioning fire alarms are monitored and checked on a monthly basis.
26. Urban Peak is responsible for keeping CHFA (Colorado Housing & Finance Authority) documents at 1548 Ogden Street site for inspection by CHFA.
26. Urban Peak will provide a qualified staff person that will provide the following supplies and pass on the cost to the City in the appropriate line item in the budget:
 - A. For maintenance of facility:
 1. Light bulbs (required for each unit by Colorado Housing Finance Authority (CHFA) inspections)
 2. Smoke alarms and batteries (required for each unit by CHFA inspections)
 3. Initial keys and locks for each unit, mail box, and exterior doors
 4. Window coverings for each unit
 5. Supplies and materials needed to complete minor repairs.
 6. Light electrical maintenance to include replacing outlet plates.

- B. Urban Peak will provide for cleaning of facility (not for individual tenants) and pass on the cost to the City through the appropriate line item in the budget:
1. Trash bags and gloves
 2. Disinfectants
 3. Cleaning solutions such as toilet, simple green, window cleaner, carpet detergents
 4. Brooms

The following work will be performed by DDHS:

1. The City will separately retain and/or provide other services to maintain and operate the property itself.
2. The City will provide on site security seven (7) nights a week. Security will be on site Sunday through Thursday from 10:30p.m. until 2:30a.m. and Friday and Saturday 10:00p.m. until 4:00a.m., for a total of 32 hours per week.
3. City will enter into a revenue agreement with Colorado Department of Human Services through Supportive Housing and Homeless Programs (SHHP)
4. Pursuant to the authority given to DDHS staff by ordinance, DDHS will sign the leases on behalf of the City.
5. The City will assume all responsibility for litigation of eviction matters.
6. Rental rates shall be established by the City.
7. The City agrees to conduct all negotiations for the lease of the premises only through the Contractor, and to refer to the Contractor all communications received from youth applicant's real estate brokers or prospective tenants concerning the property.
8. Deposits that are to be returned to tenant after passing final inspection shall be reimbursed through DDHS Facilities Manager's approval provided all provisions of lease agreement are complete.
9. The City shall be responsible for all maintenance and repairs necessary to operate the property. The City will delegate minor repairs, building maintenance, and cleaning to Urban Peak. Urban Peak will provide a qualified staff person and pass on the costs of delegated tasks to the City through the appropriate line item in the budget. Urban Peak also acknowledges and understands that the City may elect to provide said maintenance and repairs directly in certain cases or it may cause such services to be provided through the use of independent contractors or other cooperative agreements. Notwithstanding any provision to the contrary contained in this agreement, the City reserves the right to determine at its sole discretion whether to commence said maintenance and repairs. DDHS will respond within 24 hours during the normal business workweek. During weekends and after hours DDHS will respond to emergencies only. Maintenance will be carried out with in a realistic time depending upon the detail of the repair.
10. Denver Human Services will provide the following:
 - A. Dumpster (no individual trash containers)
 - B. Appliances in units (refrigerator and stove) and all repairs to the appliances
 - C. Fire extinguishers in halls – not in each unit
 - D. Commercial grade vacuum for hallways and common areas

IV. List of Program Policies:

1. Following are policies that have been developed to assist in the administration of the program:

- A. Rocky Mountain Youth Housing Program "Resident Handbook"
- B. DDHS/RMYHP "Application"
- C. City and County of Denver Lease Agreement
- D. Case Management Lease-Attachment
- E. After Hours Building Maintenance Emergencies
- F. Unit Inspection Form
- G. Urban Peak Pet Policy
- H. Drug Free Housing Lease Addendum
- I. File Checklist
- J. Key Policy
- K. Service Animal Policy
- L. Move Out Check List
- M. Rent Charges During Move-Out Month
- N. Standard Unit Turnover form
- O. Unit Turn Around Procedure
- P. Emergency Contact Information form
- Q. Mutual Agreement to Rescind Lease Agreement
- R. Living Stipend letter
- S. Lease Up Procedure
- T. Critical Incident Report
- U. RMYHP Rules Sheet
- V. Subsidy Verification letter
- W. Individual Service Plan (Case Plan)
- X. Statement of Family Responsibility

- 2. Substantial change in policy will be made through collaboration with DDHS. A substantial change is considered anything that impacts the facility resident's case plan.

V. Program Processes:

- 1. Staffing:
 - A. Property Manager
 - a. Duties: Manages the building, processes paperwork, and coordinates moves. Supervises Property Maintenance.
 - B. Property Maintenance
 - a. Duties: Urban Peak provides day to day maintenance, minor repairs, and move-in and move-out preparation such as cleaning, carpet cleaning, and painting. Also includes: cleaning of grounds, laundry room, hallways, furniture, and other general cleaning.
 - b. Plumbing repair consisting of replacing faucets, washers, drain snaking up to 30 feet, etc.
 - C. City and County of Denver
 - a. Duties: Major building, Public Office Buildings (POB) repair (air/heat/plumbing/electrical).
 - D. DDHS Facilities Manager
 - a. Duties: Supervises and coordinates building issues with DDHS Maintenance Technician and POB. Supervises and coordinates capital improvement requests. Maintains resident documentation for 13 low income units prepares and submits yearly report along with monitoring for



CHFA. The goal is to maintain the building as an asset to the City.

- E. DDHS Maintenance Technician
 - a. Duties: Makes major repairs (air/heat/plumbing/electrical, broken windows, appliances). Provides assistance and advice to Urban Peak Property Manager and acts as back-up for minor repairs on a case by case basis.
 - F. DDHS Project Manager
 - a. Duties: Liaison between DDHS and Urban Peak.
 - G. Urban Peak Project Manager
 - a. Duties: Supervises Urban Peak case managers. Crisis management.
 - H. Urban Peak Case Managers
 - a. Duties: Provides daily case management.
 - I. DDHS Contract Administrator
 - a. Duties: Contract administration and compliance
2. Referrals:
- A. DDHS and Urban Peak have developed the following criteria for eligibility in program:
 - a. Ages 16 to 22
 - b. Reasonably functional youth who are in need of housing
 - c. Willing to partner with Urban Peak and Denver Human Services
 - d. Must be a Denver resident
 - e. No criminal history involving sexual or violent offenses
 - f. Ability to pay rent and deposit at time of application
 - g. Will submit to CBI check
 - h. If under age 18 parental acknowledgement is required
 - B. Referrals are generated by either DDHS social case workers through DDHS Project Manager and Urban Peak Project Manager. A minimum of 50% of these referrals are to come from DDHS. Initial documentation will be obtained i.e. identification, application, etc. Applications must be attached to referrals. This process may include an interview with the applicant, Team Decision Making meetings, case manager and/or family members.
 - C. DDHS Project Manager will have final decision-making authority for any applicant being accepted into the program. Said decision will be made in consultation with Urban Peak and from in-person meetings with the applicant and the DDHS project manager (or designee). At said meeting, some or all of the following questions/subjects may be asked/covered: Describe the program/collaboration to the young person; review the program rules; ask youth if there are any questions before we proceed with the interview; ask youth to describe his/her current situation and why there is a need for housing (also: note description of youth, attire, and demeanor); explore support system - who does youth rely on for support (friends, family, church, teachers, case worker, etc.)? Family dynamics? Explore



foster care involvement - history in the foster care system. If so, for how long in foster care? Is youth stipend, Chaffee, FUP eligible? Meetings may include the applicant's case manager and/or family members.

- D. Urban Peak shall provide the following Statement to the DDHS project manager in connection with each non-DDHS youth entered into the program:

"Statement from Urban Peak:

[Youth Full Name] has been evaluated by the Urban Peak Clinical team for integration into the Rocky Mountain Youth Housing Program. Said integration assessment included a comprehensive mental health history and examination from which we have concluded that said individual is not deemed to be a risk to himself or others and is considered to be a suitable client for the Program. A Strengths Based Individualized Service Plan, developed by the young person and their case manager, will be in place prior to lease-up. Recommendations from this young person's assessments will be addressed in the Service Plan.

Director/Deputy Director/Director of Programs
Urban Peak
DATE: _____

- E. Background checks for residents 18 and older will be completed by the DDHS Project Manager.

3. Enrollment:

- A. Urban Peak will be responsible to assist youth tenants with PBV application. Urban Peak will ensure that case management is available to all tenants.
- B. PVB applicants are to receive a 1 year lease with the acknowledgement that if sale of the property occurs, their year lease may be transferred and continued at an alternate location. All other approved applicants are to receive a one month lease with the option to renew if necessary. Hand written revisions on leases will not be approved.
- C. Applications approved for program will be forwarded to Property Manager to determine move in date and to obtain additional information. Property Manager notifies DDHS Facilities Manager and DDHS Project Manager of new resident and anticipated move in date to ensure apartment is ready for move in.
- D. On day of move-in the Property Manager will conduct an orientation of the tenant, have the tenant sign a lease and other documentation and obtain the security deposit of \$100 plus the \$400 rent or the amount otherwise determined by the City, for that month or pro-rated amount if applicable. Deposits and rent are to be paid by money order only. No cash or checks accepted.
- E. Those youth who are under the age of 18 must have a legal guardian or parent sign the lease parental acknowledgement form.

- F. Urban Peak Case Manager is assigned and case file is created to include developing a “plan” for resident.
 - G. Tenant inspections are completed weekly to ensure apartments are kept clean and there are no maintenance issues. Any concerns are to be relayed to Urban Peak Case Manager, Urban Peak Property Manager, and/or DDHS staff person as deemed appropriate.
4. Case Management:
- A. Urban Peak must ensure supportive services and life skills are provided that afford youth the opportunity to obtain and maintain stable housing in order to transition and integrate into the community.
 - B. A case plan must include a successful discharge plan for each tenant.
 - C. Safety checks shall be conducted if tenant has not been seen for more than two days.
5. Rent Collection:
- A. Rent is to be collected from each resident by the 1st of each month by the Case Manager. The Case Manager provides tenant receipt for all paid rent and passes the money order on to the Property Manager. Property Manager logs payment in the ledger and passes it on to the City via mail to the DDHS Cashier. Rent is considered late after the 5th of each month.
 - B. Rent is to be paid by money order only. No cash will be accepted. Other options may be approved by Urban Peak on a case by case basis.
 - C. All rent must be submitted by the Property Manager to DDHS.
 - D. Property Manager creates a spreadsheet with tenant name; apartment number, amount paid and month paid for and submits rent with spreadsheet to Financial Services at DDHS within 72 hours of receipt. A copy of the spreadsheet must be sent to DDHS Contracting Services Unit.
 - E. DDHS will provide Property Manager a transaction receipt for amount received. DDHS will deposit into appropriate DDHS account.
 - F. Urban Peak reserves the right to waive rent for 10% of tenants if determined it is in best interest of tenant. Urban Peak will provide a report on waivers given to include tenant name and reason for waiver of rent.
6. Critical Incidents:
- A. “Critical Incidents” are incidents that call upon police, fire department or ambulance or any other emergency response.
 - B. Any safety issue or threat of harm incident that is not a critical incident will be investigated and action taken as necessary by Urban Peak Project Manager and reported to DDHS Project Manager in a timely manner. Written complaints must be submitted by a resident in order to pursue investigation. Project Manager or Property Manager may initiate an investigation if appropriate.
 - C. Project Manager is to contact Property Manager and DDHS Project Manager of all critical incidents within 24 hours and provide a written critical incident report.



- D. DDHS Project Manager will notify DDHS caseworker within 24 hours of any DDHS youth who is on probation and involved in a critical incident.
 - E. Communication between DDHS and Urban Peak must occur regarding any issues with tenants being incarcerated and released to return to their apartment.
 - F. A Critical Incident Process must be developed and explained to all tenants at entrance of the program.
 - G. Urban Peak staff are required to notify the following of any and all critical incidents within 24 hours or sooner if possible:
 - a. Property Manager
 - b. DDHS Project Manager
 - c. DDHS Social Worker (DDHS Project Manager to notify if applicable)
 - d. Urban Peak Project Manager
 - e. Urban Peak Case Manager
 - f. Family & Children Hotline (if applicable)
 - H. Lock and key changes are completed by the Urban Peak Property Manager or Maintenance Technician. If the Property Manager or the Maintenance Technician are both unavailable, Denver Human Services will provide back-up and change the locks. The request will be completed in 24 hours.
7. Terminations:
- A. Termination of lease may occur for any of the following violations as listed in the "Resident Handbook" by following applicable state and local law.
 - B. Urban Peak must follow all Fair Housing laws.
 - C. As per "Resident Handbook" residents are allowed 72 hours to clean and remove their belongings from the unit after a mutual agreement to terminate the lease.
 - D. Urban Peak will have tenant sign "Mutual Agreement to Terminate" when it is appropriate.
8. Vacant Apartments
- A. Urban Peak will complete the following tasks and the costs will be reflected in the maintenance, cleaning, and repairs budget:
 - a. Contact Property Manager upon the vacating of an apartment unit and request a lock change at the minimum of three days notice. Property Manager or DDHS will have lock changes completed by the time a new tenant is ready to move into the apartment unit
 - b. Haul trash and furniture to the dumpster
 - c. Clean kitchen counters, cabinetry (inside and out), under kitchen sink area, stove, oven, and refrigerator
 - d. Clean bathroom medicine cabinet, shelves and mirror
 - e. Clean sink, tub and toilet
 - f. Vacuum carpet
 - g. Steam-clean carpet
 - h. Sweep and mop linoleum and tile flooring
 - i. Dust and wipe down blinds
 - j. Clean window sills
 - k. Replace light bulbs
 - l. Verify functioning of smoke detector, and replace battery if necessary
 - m. Make any minor repairs necessary

- n. Provide cleaning supplies that will be stored in the maintenance room downstairs
 - o. Re-Key apartments when the tenant moves out to ensure the safety of the new tenant
 - p. Provide a supply of light bulbs and batteries
 - B. DDHS will:
 - a. Make any major repairs necessary, i.e.: air, heat, plumbing, electrical, appliances, etc.
- 9. Key Box
 - A. Urban Peak will be responsible to replace keys that are lost and maintain at least one set of master keys per apartment unit at all times in the key box. These costs will be reflected in the maintenance budget.
 - B. Key replacements for clients are to be paid for in advance, and separately, from any rent payments.

VI. Background Checks

Contractor shall provide background checks for all current and prospective employees of Contractor, and/or any subcontractor who has any direct contact with a child involved in any phase of an open child welfare case including, without limitation, those in the process of being placed and those who have been placed in out of home care. Each employee, prospective employee and/or subcontractor shall submit a complete set of fingerprints to the Colorado Bureau of Investigation (CBI) that were taken by a qualified law enforcement agency to obtain any criminal record held by the CBI.

- 1. Contractor Employees and Subcontractors
 - A. The person's employment is conditional upon a satisfactory criminal background check and subject to the same grounds for denial or dismissal as outlined in 26-6-104(7), C.R.S., including:
 - a. Checking records and reports; and
 - b. Individuals who have not resided in the state for two years shall be required to have Federal Bureau of Investigation (FBI) fingerprint-based criminal history.
 - B. Payment of the fee for the criminal record check is the responsibility of the Contractor or at Contractor's option individual being checked. In either case, DHS will not reimburse any of the costs associated with background checks.
- 2. Volunteers and Students:
 - A. If volunteers or students are used by Contractor, Contractor shall define specifically the services to be given by that individual.
 - B. Volunteers and students who are assigned to work directly with the children shall:
 - a. Be subject to reference checks similar to those performed for employment applicants.
 - b. Be in good general health. City & Provider have the right to contact the individual's physician.
- 3. Volunteers and students shall be:
 - A. Directly supervised by Contractor's paid and qualified staff member who shall be present at all times when the volunteer or student is working directly with or having direct contact with any child or children.
 - B. Oriented and trained in the culture of the Family to Family site, confidential nature of their work, and the specific job which they are to do, prior to assignment.

Provisions for employment and volunteer/student related background check inquiries will be followed as outlined in Section 7.701.32 "Use of Reports and Records of Child Abuse or Neglect for Background and Employment Inquiries."

VII. Performance Management and Reporting

1. Performance Management

- A.** Monitoring will be performed by the program area and Contracting Services. Contractor may be reviewed for:
- a. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
 - b. **Contract 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 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.
 - c. **Compliance Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and DHS policies are being met.

2. Reporting

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

- A.** Urban Peak will provide hard copy reports monthly in a format mutually agreed upon by both parties with the following information submitted to the identified DDHS staff:
- a. "Case Manager Updates" that include names of youth in program, status of employment, status of education, and percent of youth discharged successfully to DDHS Project Manager (georgina.becerril@denvergov.org)
 - b. "Population Assessment" report that includes a summary of barriers of youth served in the program to DDHS Project Manager (georgina.becerril@denvergov.org).
 - c. "Property Management Statistics" that include apartment assignments, upcoming vacancies to DDHS Project Manager (georgina.becerril@denvergov.org) and Facilities Manager (geraldine.magill@denvergov.org).
 - d. Weekly Occupancy Report via email report to DDHS Project Manager (georgina.becerril@denvergov.org) and Facilities Manager (geraldine.magill@denvergov.org).
 - e. "Maintenance Report" that includes housekeeping issues to DDHS Facilities Manager (geraldine.magill@denvergov.org) and Maintenance (eugene.garcia@denvergov.org).
 - f. "Rent Ledger" that includes, rent collected, overdue rent, payment histories, percentage of total rents collected and



- waivers to DDHS Facilities Manager (geraldine.magill@denvergov.org).
- g. Tenant list to DDHS Project Manager (georgina.becerril@denvergov.org and Facilities Manager (geraldine.magill@denvergov.org).

Report # and Name	Description	Frequency
See listing of reports above.		
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.
Other reports as reasonably requested by the City.	To be determined (TBD)	TBD

VIII. Budget

A. Budget Requirements

- 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.
- 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.
- The contracted amount for the term of October 1, 2012 to January 10, 2013 of up to **Forty Four Thousand Three Hundred Sixty Four Dollars and Twenty Five Cents (\$44,364.25)** is authorized to be reimbursed and shall be distributed to Urban Peak on a reimbursement basis only. Invoices submitted for payment must be accompanied by adequate documentation of services and must be received by the City on or before the fifteenth (15th) working day of each month of the term hereof.

All invoices and related correspondence should be mailed or emailed directly to:

Department of Human Services
 Attention: Financial Services Division, 4th Floor
 1200 Federal Boulevard
 Denver, CO 80204-3221
DHS_Contractor_Invoices@denvergov.org

B. Budget

INDIRECT COSTS	BUDGET October 1, 2012 to January 10, 2013
ADMINISTRATION	
Administrative Staff	
1. Salary – Facilities Maintenance- .20	\$0.00
2. Salary – Property Manager- .35	\$4,617.00
3. Salary – Manager of Accounting- .05	\$0.00



DENVER
THE MILE HIGH CITY

4. Salary – <u>HR Specialist- .02</u>	\$0.00
5. Taxes	\$353.00
6. Fringe Benefits	\$412.00
Sub-Total (Administrative Staff)	\$5,382.00
<u>Other Costs, Salaries, Contracted Services</u>	
Insurance – Ogden	\$505.00
Repairs & Maintenance – Ogden	\$1,260.00
Keys – Ogden	\$0.00
Cleaning – Ogden	\$4,795.00
Sub-Total (Other Costs)	\$6,560.00
FACILITIES	
<u>General, Operating and Overhead Costs</u>	
(indirect rate for administrative costs cannot exceed 11%):	\$0.00
Occupancy/Facilities @ 1630 S Acoma Street	\$0.00
IT Services	\$830.00
Telephone	\$450.00
Office Supplies	\$0.00
Seminars	\$0.00
Sub-Total (not to exceed 11%)	\$1,280.00
Total Indirect Costs (not to exceed 50%):	\$13,222.00
DIRECT COSTS	
<u>Itemized Direct Services:</u>	
1. Salary – <u>Case Manager- 1.00</u>	\$8,883.00
2. Salary – <u>Case Manager- 1.00</u>	\$8,735.00
3. Salary – <u>Housing Coordinator- .33</u>	\$4,158.00
4. Salary – <u>Clinical Manager- .15</u>	\$3,320.00
5. Taxes	\$1,920.00
6. Fringe Benefits	\$2,876.00
Sub-Total (Program Staff)	\$29,892.00
Direct Client Assistance	\$1,250.00
Mileage-Case Managers \$.35/mile	\$0.00
Seminars-Case Managers	\$0.00
Total (Direct Services):	\$31,142.00
TOTAL BUDGET	\$44,364.00