AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **THE COLORADO COALITION FOR THE HOMELESS,** a not-for-profit organization, doing business at 2111 Champa Street, Denver, CO 80205 (the "Contractor"), jointly "the parties".

    A. The Parties entered into Agreement dated April 29, 2016 (the "Agreement") to provide rental assistance and support services to program participants.

    B. The Parties wish to amend the Agreement to extend the term and increase funding.

    NOW THEREFORE, in consideration of the premises and the Parties' mutual covenants and obligations, the parties agree as follows:

    1. Effective as of July 1, 2016, the work to be performed under the Agreement and the budget for services provided, will be the services and budget set forth in scope of work marked as "**Exhibit A-1**" attached hereto and incorporated herein by this reference. As of that date and thereafter, all references to "…Exhibit A…" in the Agreement shall be amended to read "…Exhibit A and Exhibit A-1…" as applicable. Effective as of June 1, 2016, Exhibit A-1 hereby supersedes and replaces Exhibit A in its entirety and Exhibit A will have no further force or effect.

    2. Article 3, entitled "**TERM**"**,** is hereby deleted in its entirety and restated to read as follows:

> "**3**. **TERM:** The term of this Agreement shall commence on **April 1, 2016**, and expire, unless sooner terminated, on **March 31, 2017**. 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. Paragraph (d)(1) of Article 4, entitled "**Maximum Contract Amount**", is hereby deleted in its entirety and restated to read as follows:

> "**(d) Maximum Contract Amount:**
>
>   **(1)** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **Two Million Four Hundred Sixty-One Thousand Eight Hundred Fifty Dollars and Zero Cents ($2,461,850.00)** (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 the Contractor beyond that specifically described in **Exhibit A or A-1, as applicable**. Any services performed beyond those in **Exhibit A or A-1, as as**

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

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

5. This Amendatory Agreement will not be 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:

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-201626879-01

Contractor Name: THE COLORADO COALITION FOR THE HOMELESS

By: _Louise O. Boris_

Name: _LOUISE O. BORIS_
     (please print)

Title: _CHIEF PROGRAM OFFICER_
     (please print)

ATTEST: [if required]

By: _____

Name: _____
     (please print)

Title: _____
     (please print)

SCOPE OF WORK
The Colorado Coalition for the Homeless
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Exhibit A-1

I. Purpose of Agreement

The purpose of the contract is to establish an agreement and Scope of Services between Denver Department of Human Services (DDHS) and The Colorado Coalition for the Homeless (CCH). This contract will provide a minimum of 240 units total, comprised of tenant based, project based and sponsor based rental assistance to chronically homeless single individuals with disabilities. These individuals must have a diagnosed disability such as mental health issues, substance abuse, HIV/AIDS, traumatic brain injury, etc.

II. Services To Be Provided

- CCH will provide rental assistance and support services to program participants. Data on community support services will be traced and reported through Homeless Management Information System (HMIS) by the contractor and the Annual Progress Report (APR).

- CCH will ensure that each program participant will have a treatment plan that addresses the participant's supportive service needs.

- CCH will continue to track the following configurations and report back to DDHS at the end of each 4-month time period. Each new program participant is required to have an initial 12-month lease which, thereafter, converts to a month-to-month lease.

- CCH will provide 40 units of project based rental assistance to the chronically and episodically homeless. These individuals must have a diagnosed disability such as mental health issues, substance abuse, HIV/AIDS, traumatic brain injury, etc.

- CCH will provide 151 units of tenant based rental assistance to the chronically and episodically homeless. These individuals must have a diagnosed disability such as mental health issues, substance abuse, HIV/AIDS, traumatic brain injury, etc.

- CCH will provide 49 units of sponsor based rental assistance to single chronically and episodically homeless individuals. These individuals must have a diagnosed disability such as mental health issues, substance abuse, HIV/AIDS, traumatic brain injury, etc.

III. Process and Outcome Measures

Process Measures
- CCH will provide clients with residential stability through the Housing First Program.
- CCH will assess clients and where it is deemed appropriate, provide them with the necessary skills to obtain and retain employment.

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- Invoices and reports shall be completed and submitted on or before the 15th of each month 100% of the time. The contractor shall use DDHS' preferred invoice template if requested.

Outcome Measures
- 77% of the homeless participants will stay in housing for 6 months or longer.
- 65% of participants will start, maintain, or increase their benefits and income.
- 3% will have earned income.

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 DDHS 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. Annual Progress Report	Update on program participants and outcomes	Annually, to be delivered to DDHS by the 15th of the second month following the commencement of the	GrantsManagementDHS@denvergov.org

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		contract.	
2. Summary of progress	Input HMIS data on every program participant. Generate a details and summary APR on a quarterly basis for Denver Department of Human Services to demonstrate progress in meeting the goals and objectives of the grant	As requested	GrantsManagementDHS@denvergov.org
3. Rent Reasonableness	Form that provides justification for rent paid for every program participant.	To be completed by the contractor and certified by Grant Administrator prior to contractor submission of invoice	GrantsManagementDHS@denvergov.org: Certified tests will be stored by program and available for examination upon request.
4. Housing Quality Standards	Physical inspection of each unit to ensure safety and quality.	This is required for each program participant before he/she is in residence.	In each program participant file and available upon request.
5. Match Calculation (25% of Award)	Methodology to determine and track	Every Four Months or as requested.	GrantsManagementDHS@denvergov.org & DHS_contractor_invoices@denvergov.org

EXHIBIT A-1

	value of support services; reported by contractor through an analysis of services delivered for each program participant and associated value per unit of services.		
6. Other reports as requested by the city.	To be determined (TBD)	TBD	TBD

V. **Budget Requirements**

A. Contractor shall provide the identified services for the City under the support of the Denver Department of Human Services using best practices and other methods for fostering a sense of collaboration and communication.

B. Budget

Rental Assistance	$2,371,944
Administration	$89,906
Total Contract Amount	$2,461,850

- **Administration payments must be supported by backup documentation and detail calculations for all Admin Fees. The contractor does not have to bill any amount for Admin Fees and any amount not billed toward Admin Fees can be used for Rental Assistance. Administration fees may not exceed $89,906.**
- **Expenses billed under Rental Assistance may also be used for the following supportive services or for the salaries and fringe of the individuals providing the following services: Assistance with moving costs, case management, child care, education services, employment assistance and job training, housing search and counseling services, legal services, life skills training, mental health services, outpatient health services, outreach services, substance abuse treatment services, transportation and utility deposits (Mileage to be billed at the current Federally Approved IRS Rate) .**
- **The contractor will provide a minimum of 240 units for this contract. The number of units may increase or decrease during the year, but not to less than 240 units for any given month. The size of the units allowable**

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> through the grant agreement is flexible to meet the needs of the provider
> and their clients. The total amount for all rent and administration fees will
> not exceed $2,461,850.

- **The rent amount will meet the Rent Reasonableness guidelines
  established by DHS.**
- **The rent amount may be adjusted during the year if the contractor
  submits a written request for change and this change is approved by the
  Program Manager prior to the new rental rate taking effect.**
- **The City and County of Denver may request a new or updated Rent
  Reasonableness comparisons at any time during the contract term.**
- **Security deposits equaling two month's rent are allowable.**
- **One month's rent is allowed to be paid for housing units vacated by a
  program participant. The term "vacated" excludes brief periods of
  inpatient care (limited to 90 days for each occurrence).**
- **Staff parking is not an allowable expense.**

VI.   Other Requirements

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

The Contractor agrees to fully comply with the Rules and
Regulations required by the U.S. Dept. of Housing and Urban
Development (HUD) which govern the Homeless Management
Information System (HMIS). This is a requirement for recipients
of City homeless funding.

The contractor, in addition to the HUD requirements, shall
conform to the HMIS policies established and adopted by the
Metro Denver Homeless Initiative (MDHI).

Colorado Coalition for the Homeless (CCH) is the implementing
organization for the Homeless Management Information System
(HMIS), under the direction of the MDHI.

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

      B. 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

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- Locking password protected screen saver
- Individual or network firewall
- PKI-certificate installed or static IP address

C. 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 State Continuum of Care, the City of Denver and its Contractor's will collect Universal and program specific elements. The Contractor is required to attend the HMIS training on the data collection requirements for these revised standards.

D. 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. Information may be found on the Metro Denver Homeless Initiative web page - http://mdhi.org and the meeting schedule may be found their page at - http://mdhi.org/calendar/.

E. 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 (5) 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 Contractor'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 Contractor's programs in HMIS.
- *CCH* reserves the right to 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 for HUD and MDHI requirements. The Contractor's APR data will be consolidated with other Contractor's and CCH data to fulfill HUD annual reporting requirements.

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- *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 MDHI Continuum of Care.*

F. **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 DDHS within 30 days of the change.

G. **Participation of Homeless Individuals**
Each sub-contractor must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policymaking entity of the recipient or sub recipient, to the extent that such entity considers and makes policies and decisions regarding any project, supportive services, or assistance provided under this part. This requirement may be waived if a contractor is unable to meet such requirement and obtains HUD approval for a plan to otherwise consult with homeless or formerly homeless persons when considering and making policies and decisions.

H. **Coordinated Assessment and Housing Placement System**
Provider will participate in the Coordinated Assessment and Housing Placement System (CAHPS) coordinated by Metro Denver Homeless Initiative. All turnover units will be entered into the Coordinates Assessment and Housing Placement System. All perspective tenants will complete the VI-SPDAT screening tool and be referred through the CAHPS process for housing placement.

EXHIBIT A-1