

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 **THE COLORADO COALITION FOR THE HOMELESS**, a not-for-profit corporation whose address is 2111 Champa Street, Denver, CO 80205 (“Contractor”), collectively “the parties”.

WITNESSETH:

WHEREAS, the City and the Contractor entered into an Agreement dated March 31, 2011, as amended by an Amendatory Agreement dated March 13, 2012, and a Second Amendatory Agreement dated January 25, 2013, to provide temporary housing and services under to homeless persons in the City and County of Denver (together, the “Agreement”); and

WHEREAS, the Agreement expired on December 31, 2013, and the parties now wish to revive the Agreement, extend the term for an additional twelve (12) months, and increase the maximum contract amount for such extended term;

NOW, THEREFORE, the parties agree as follows:

1. All references to “...Exhibit A, A-1, and A-2...” in the Agreement, as amended, shall be amended to read: “...Exhibit A, A-1, A-2, and A-3, as applicable...”. The scope of work and budget marked as Exhibit A-3, attached to this Third Amendatory Agreement are incorporated by reference. Effective as of January 1, 2014, Exhibit A-3 will govern the services to be provided from and after January 1, 2014, until December 31, 2014.

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

“**3 TERM**: The Agreement will **commence on January 1, 2011 and will expire on December 31, 2014** (the “Term”). Subject to the Manager’s prior written authorization, the Consultant 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.”

3. Subparagraph A of Paragraph 3 of the Agreement, entitled “**Fee**”, is hereby amended to read as follows:

“**Fee**: 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 **One Million Two Hundred Seventy Four Thousand One Hundred Thirty One Dollars and Zero Cents (\$1,274,131.00)** (the “Maximum

Contract Amount”). Amounts billed may not exceed the budget set forth in **Exhibit A, A-1, A-2, and A-3, as applicable.**”

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

5. This Third 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-3 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-CE11116-03

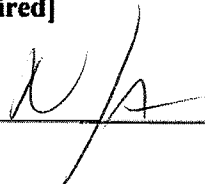
Contractor Name: THE COLORADO COALITION FOR THE HOMELESS

By:  _____

Name: John Provensky
(please print)

Title: President
(please print)

ATTEST: [if required]

By:  _____

Name: _____
(please print)

Title: _____
(please print)



Colorado Coalition for the Homeless
Scope of Work
CE11116-3
Exhibit A-3

I. Purpose of Agreement

The Denver Department of Human Services (DHS) working in partnership with Denver’s Road Home to offer housing and supportive services to homeless persons in the City and County of Denver. DHS is working with qualified housing providers to offer transitional housing units to chronic and episodic homeless persons with incomes between 0 to 30% Area Median Incomes (AMI). Chronic homeless persons will be identified and referred to these housing resources by the Denver Outreach Collaborative.

The Contractor will receive funding for its Gateway Housing Program. The Gateway Program will offer service-enriched housing, up to one year, to chronically and episodically homeless people in Denver. This Program will immediately provide project based rental assistance to a minimum of 40 units linked with a full range of supportive services to men, women and families who are chronically and episodically homeless with incomes between 0 to 30% Area Median Income (AMI).

The Gateway Program is located in a 40-unit former motel at 40th and Colorado Boulevard. The balance of the funds will be used for motel operations and property maintenance. The Denver Outreach Collaborative will identify and refer eligible chronically and episodically homeless individuals to Gateway. The Denver Outreach Collaborative includes workers from St. Francis Center, Urban Peak and CCH. The contractor agrees to house qualified individuals from the temporary shelter in the Gateway Housing program.

II. Program Goals & Outcomes

Goal	Outcome
Goal # 1: The Gateway Housing project will provide immediate housing and rental assistance for chronic homeless men, women and families.	Outcome # 1: The Gateway Housing project will provide rental assistance at Gateway Housing to a minimum of 40 chronic and episodic homeless individuals and families.
Goal # 2: The Gateway staff, assisted by 2 case managers, will continue to provide supportive services and housing to a minimum of 40 chronically and episodically homeless persons.	Outcome # 2: 90% of Gateway residents will retain their housing up to one year at Gateway or another location, until they complete their qualifications for permanent housing. 75% will transition into permanent housing after being stabilized in the Gateway housing program

III. Services

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

- 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.
- The Contractor shall 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.
- 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.
- 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.
- Abide by Fair Housing Laws.
- Maintain all tenant records in an organized and confidential manner and provide reasonable access to DHS as requested.
- Coordinate through the DHS Public Information Office via the DDHS Project Manager, any media interview requests regarding the specific program and/or topics directly related to this program or its tenants.
- Provide support in making presentations to lenders, City, and State Representatives to obtain support for property activities and programs.
- Ensure all safety requirements such as visible fire extinguishers and functioning fire alarms are monitored and checked on a monthly basis.
- 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.
- The Contractor will provide intensive case management and wrap around services including education assistance, employment opportunities, mental health and substance abuse treatment / counseling.

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 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.
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
Quarterly Report	This report will include the number of formerly homeless housed, length of occupancy, sources of income and amount, and employment status including duration of employment, type of employment and annual income. The Quarterly report should also cover all goals and outcomes in section II of this scope of work.	Quarterly- Due 15 days after the end of the quarter	Jon Luper

V. Invoicing

Invoice	Description	Frequency
1. Monthly Invoices	Monthly invoices with required backup documentation must be submitted for payment. Time sheets are required if staff persons work less than 100% on the program. For those dedicating 100% of their time to the program, semi-annual certifications will be required, signed by both the employee and his/her supervisor.	Due the 15th of each month 100% of the time. It is preferred that invoices be submitted electronically.

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.

Budget	
City & County Grant - Gateway (Colorado Coalition for the Homeless)	
Term Year: 2014	
Contract # SOCSV-CE11116-03	
Term-1/1/2014-12/31/2014	
Contact: Tim Marshall	
Personnel	
Program Manager	25,490
Front Desk/Security	14,775
Case Manager	15,862
Housekeeping/Maintenance Worker	6,855
Total Personnel	62,982
Taxes & Benefits	17,005
Total Taxes & Benefits	17,005
Facilities	
Maintenance	2,650
Utilities	8,000
Total Facilities Expense	10,650
Supplies	
Housekeeping Supplies	1,200
Office Supplies	200
Total Supplies	1,400
Other Expenses	
Telephones	800
Facilities	20,613

Pest Control	750
Licenses/Fees/Permits	1,000
Emergency Motel Vouchers	60,000
Client Emergency Needs	500
Total Other Expenses	83,663
Admin O/H (9% of personnel)	6,300
Total	182,000

VII. Other Requirements

1. Homeless Management Information System (HMIS):

- a. 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 Metro Denver Homeless Management Information System (HMIS). HUD requires recipients and sub recipients 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.
- b. 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)
- c. 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.
- d. The contractor agree to collect and record MDHI/HUD required HMIS information (intake, exit, and annual updates) on each family applying for program participation into HMIS information for program participants must be entered into HMIS within five days of providing a program or service to participants and must include program data elements for completing Annual Performance Reports (APRs) to HUD. HMIS should be used to document and provide information on any changes in the number of family members or changes in income. Using HMIS the contractor should, 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.
- e. Technical assistance and training resources for HMIS are available to the Contractor based on requests by the Contractor and by periodic assessments of participation, compliance and accuracy of data collection. The contractor is required to participate in the HMIS Users Group meetings.

- f. The Contractor will be required to collect data on all homeless clients its organization serves and enter this data into the HMIS.
- g. Security - All workstations, desktops, laptops, and servers connected to the sub recipient's network or computers accessing the HMIS through a Virtual Private Network (VPN) must comply with the baseline security requirements. The sub recipient'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
 - Data Quality Standards
 - Sub recipients must maintain an overall program Data Quality completeness score of 95% or higher.
 - Sub recipients must enter HMIS data (program enrollments and services) into the system within five business days of the actual enrollment or service provided date.
 - *(City and County of Denver, Department of Human Services)* reserves the right to run Data Quality reports on sub recipient programs on a monthly basis.
 - *(City and County of Denver, Department of Human Services)* reserves the right to participate in on-site HMIS audits.
 - *(City and County of Denver, Department of Human Services)* reserves the right to conduct Data Timeliness tests on sub recipient programs in HMIS.
 - *(City and County of Denver, Department of Human Services)* reserves the right to run detailed APRs (displaying client-level data) and summary APRs (displaying aggregate-level data) as necessary to review and monitor contractor's program data quality and progress toward achieving annual program goals and outcomes for HUD APR requirements.

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 from Denver Department of Human of Human Services (DDHS).

3. Staff Changes:

If the Contractor has changes in 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.

4. 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 ongoing evaluation discussions and meetings