

FOURTH AMENDATORY AGREEMENT

THIS 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 DENVER**, a Colorado nonprofit, whose address is 2100 Stout St, Denver, CO 80205 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated January 13, 2020, an Amendatory Agreement dated December 30, 2020, a Second Amendatory Agreement dated February 28, 2022, and a Third Amendatory Agreement dated February 2, 2023, to provide housing units and case management services for eligible homeless youth (the “Agreement”); and

WHEREAS, the Parties now wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective upon execution, all references to Exhibits 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. Exhibit A-4 shall control upon execution of this Fourth Amendatory Agreement.

2. Subsection 4.4.1 of the Agreement titled “**Maximum Contract Amount**” is amended to read as follows:

“**4.4.1.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed One Million Forty-Three Thousand One Hundred Twenty Dollars (\$1,043,120.00) (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 Exhibits A, A-1, A-2, A-3, and A-4. Any services performed beyond those in Exhibit A, A-1, A-2, A-3, and A-4 or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

3. Section 22 of the Agreement, titled “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT,**” is amended to read as follows:

“**22. INTENTIONALLY OMITTED.**”

4. Section 25 of the Agreement, titled “**NO DISCRIMINATION IN EMPLOYMENT,**” is amended to read as follows:

“**25. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

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

6. This Fourth 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.

7. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-4**, Scope of Work.

REMAINDER OF PAGE INTENTIONALLY BLANK

Contract Control Number: SOCSV-202367840-04/ALFRESCO-201952843-04
Contractor Name: URBAN PEAK DENVER

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

SOCSV-202367840-04/ALFRESCO-201952843-04
URBAN PEAK DENVER

DocuSigned by:
CHRISTINA CARLSON
By: CA1F1E94D002464...

Name: CHRISTINA CARLSON
(please print)

Title: CHIEF EXECUTIVE OFFICER
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Urban Peak Denver
SCOPE OF WORK
SOCSV-2023-67840-04

I. Purpose of Agreement

The purpose of the contract is to establish an agreement and Scope of Work between Denver Human Services (DHS) and Urban Peak Denver (UPD) to provide at least six (6) housing units and minimal case management services for eligible homeless youth in transition (ages 16 to 24) who have aged out of foster care or might otherwise find themselves on the street.

II. Services

UPD will provide:

A. Apartments

1. Six (6) dedicated apartment units for DHS youth. There will be no time limits imposed on duration of lease for DHS youth if they are in good standing with their lease agreement (including the ability to pay monthly rent), Urban Peak Denver rental properties expectations, and DHS expectations. The rental properties are uniquely located in the Denver community, in proximity to meet the needs of youth's established daily schedules. Depending on need and unit availability, DHS may place up to 8 youths in UPD properties.
2. After apartment is vacated, UPD will have five (5) business days for an apartment in good condition and up to ten (10) business days for an apartment in poor condition due to tenant misconduct, to make the apartment ready and available for new DHS youth.
3. Respite care recommended for DHS youth enrolled in Urban Peak Denver rental properties should not last more than 48 hours unless otherwise agreed upon with the DHS Independent Living Program Manager (Program Manager).
4. Ensure six (6) units are allocated to DHS clients only, whether vacant or occupied.
5. Two (2) additional apartments may be funded when occupied by DHS clients, upon request if spaces are available.
6. Apartment and Services for Rowan Gardens and Starting Transition and Recovery (STAR) will become available options for placement once this 4th amendment is fully executed.

B. Case Management

1. Perform weekly check in with tenants.
2. Complete monthly staffing with Urban Peak Denver rental properties caseworkers, DHS Chafee worker and tenant. One (1) meeting per youth, per month at an agreed upon, scheduled time, date, and location.
3. Monitor youth compliance with lease agreement and expectations, as needed.
4. Review case plan with each youth.
5. Provide Program Manager with monthly written case plan progress reports for each youth housed at Urban Peak rental properties.



Urban Peak Denver
SCOPE OF WORK
SOCSV-2023-67840-04

6. Coordinate with DHS staff to review case management and progress towards independent living.

C. Direct Care Support Employee

1. Provide life skills groups and individual skills to clients in collaboration with the individual's case manager, two times per week. Life skills can include, but not limited to: financial planning assistance, food shopping and preparing, mental health resources, physical health resources, general apartment cleaning and upkeep assistance and supplies.

E. Independent Living Skills

1. Provide financial education and planning services in collaboration with the Chafee worker.
2. Monitor and provide education and support for youth regarding personal finance planning to include, but not limited to, savings and checking account, monthly bill payments, budgeting, and finance literacy education.
3. Provide guidance and education in housekeeping, cooking and grocery shopping, and general home maintenance.

F. Security

1. Building security will be the sole responsibility of UPD.
2. Appropriate safety measures will be taken to minimize risk exposures to tenants (i.e., secure entrances, monitoring traffic and visitors, limits to visitor length of stays, etc.).
3. Provide critical incident and serious incident reports on DHS youth that may result in media coverage to Program Manager.
 - i. Any media interview requests regarding the specific program and/or topics directly related to this program or its tenants under the age of 18 shall be coordinated through the DHS Public Information Office via the DHS Independent Living Program Manager.

G. Eligibility

1. Please see Exhibit B for youth eligibility criteria.

DHS responsibilities:

- A. DHS will provide UPD with a signed copy of each youth's case plan.
- B. DHS will ensure payment for six (6) apartments per month including empty apartments after a DHS youth has been moved out for a period up to five (5) business days (or up to ten (10) business days if the previous DHS tenant has left the unit in poor condition).



Urban Peak Denver
SCOPE OF WORK
SOCSV-2023-67840-04

- C. DHS reserves the right to refer to the preferred property based on availability and benefit to client.
- D. If UPD denies eligible DHS youth, DHS will not pay for unit while empty.
- E. DHS will respond within 24 hours to calls from UPD concerning youth.

III. Process and Outcome Measures

A. Process Measures

The contractor will collaborate with DHS and community-based organizations to provide for the wellbeing of youth in transition, identifying best practices and effective programs.

B. Outcome Measures

DHS youth will achieve stability and 75% will become self-sufficient at the time of discharge from the program as determined by their individual case plan.

IV. 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.

A. Contractor Employees and Subcontractors

1. 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.
2. 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.

B. Volunteers and Students (if applicable)

1. If volunteers or students are used by Contractor, Contractor shall define specifically the services to be given by that individual.
2. Volunteers and students who are assigned to work directly with the children/youth shall:



Urban Peak Denver
SCOPE OF WORK
SOCSV-2023-67840-04

- a. Be subject to reference checks similar to those performed for employment applicants.
 - b. Be supervised by Contractor's paid and qualified staff and report any concerns or issues to that staff.
 - c. Be oriented and trained in the confidential nature of their work and the specific job which they are to do prior to assignment.
3. 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."

V. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the program area and other designated DHS staff throughout the term of the agreement. 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 Monitoring:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. Financial Services, in conjunction with the DHS program area and other designated DHS staff, will provide performance monitoring and reporting reviews. DHS staff will manage any performance issues and will develop interventions to resolve concerns.
3. **Compliance Monitoring:** Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards, and policies.
4. **Financial Monitoring:** Will ensure that contracts are allocated and expended in accordance with the terms of the agreement. Contractor is required to provide all invoicing documents for the satisfaction of Financial Services. Financial Services will review the quality of the submitted invoice monthly. Financial Services will manage invoicing issues through site visits and review of invoicing procedures.



Urban Peak Denver
SCOPE OF WORK
SOCSV-2023-67840-04

B. Reporting

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

Report # and Name	Description	Frequency	Reports to be sent to:
1. Case Manager Updates	Includes names of youth in program, status of employment, status of education, and percent of youth discharged successfully	Provided at monthly meeting	Independent Living Program Manager
2. Case Plan Progress Report	Brief summary of youth's progress on goals stated in case plan	Provided at monthly meeting	Independent Living Program Manager
3. Property Management Statistics	Includes apartment assignments and upcoming vacancies for DHS designated apartments	15 th of each month	Independent Living Program Manager
4. Rent Ledger	Includes rent collected, overdue rent, payment histories, percentage of total rents collected and waivers of DHS youth	15 th of each month	Independent Living Program Manager
5. Contract Summary Report	Report shall demonstrate all functions performed, and how services provided met the overall outcomes of this agreement.	Contract End, within 45 days after Term End.	Independent Living Program Manager



Urban Peak Denver
SCOPE OF WORK
SOCSV-2023-67840-04

VI. DHS funding information:

- A. Program Name:** Urban Peak Denver-Youth Housing
B. Funding Source: 13005-5533310

VII. Budget

Invoices and reports shall be completed and submitted on or before the 15th of each month following the month services were rendered 100% of the time. Contractor shall use DHS' preferred invoice template, if requested. Invoicing supporting documents must meet DHS requirements.

Invoices shall be submitted to: DHS Contractor Invoices@denvergov.org or by US Mail to:

Attn: Financial Services
Denver Human Services
1200 Federal Boulevard
Denver, Colorado 80204

Contract Name:	Urban Peak Denver	
Program:	Youth Housing	
Fiscal Term:	1/1/2023-12/31/2024	
Contract Term:	1/1/2020-12/31/2024	
	Total	Budget Narrative
Rental	\$93,600	<p>Six (6) guaranteed units approved by DHS and up to eight (8) youth can be referred to Urban Peak rental properties.</p> <p>Across Urban Peak rental properties, DHS will pay an occupied rate \$200/unit/month for the 6 units. If spaces are available, Urban Peak will provide up to two (2) additional units at occupied rates.</p> <p>Across contracted Urban Peak rental properties, DHS will pay \$650/unit/month for unoccupied units for up to the 6 guaranteed units regardless of whether DHS engages the two additional units, as available</p> <p>Rox's Place total rent amount is \$650/unit/month. The occupant of the unit will be responsible to pay the contractor \$450/month.</p> <p>Rowan Garden & STAR total rent amount is \$1260/unit/month. The occupant of the unit will be responsible to pay the contractor \$1060/month.</p>



Urban Peak Denver
SCOPE OF WORK
SOCSV-2023-67840-04

Case Managers	\$270,400	<p>Case Managers are provided five days a week to DHS referred residents that are located on Urban Peak properties. Case Management services include: availability during normal business hours, monitoring youth compliance with lease and expectations, teaching/providing Independent Living Skills, monitoring counseling needs, providing referrals (as needed), and collaboration with professionals assigned to the youth.</p> <p>Case management is provided to every youth five days, per week for each youth. This service is reimbursed at \$65/youth/day served, up to 5 days per week.</p>
Direct Care Support Employees	\$53,248	<p>Direct Care Support Employees provide life skills groups and individual skills to clients in collaboration with the individual's case manager, two times per week.</p> <p>Direct Care Support Employees is reimbursed at \$32/youth/weekend day served, up to 2 weekend days per week for each youth.</p>
Total	\$417,248	

Contract Summary of Amounts:

Contract Version	Term	Previous Amount	Additional Amount	New Contract Total
Base	1/1/2020-12/31/2020	\$0	\$208,624	\$208,624
1st Amendment	1/1/2021-12/31/2021	\$208,624	\$208,624	\$417,248
2nd Amendment	1/1/2022-12/31/2022	\$417,248	\$208,624	\$625,872
3rd Amendment	1/1/2023-12/31/2024	\$625,872	\$417,248	\$1,043,120
4th Amendment	1/1/2023-12/31/2024	\$1,043,120	\$0	\$1,043,120