

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”) and **BLUFF MERCY, LLC**, a not for-profit corporation whose address is 1999 Broadway, Suite 1000, Denver, CO 80202 (“Contractor”), collectively “parties”.

The parties entered into an Agreement dated June 5, 2015 and an Amendatory Agreement dated November 27, 2015 (“Agreement”) to provide housing and related services.

The Parties wish to amend the Agreement to revise scope of work, extend the terms, and increase the maximum contract amount.

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

1. All references to “...Exhibit A and A-1 ...” in the existing Agreement shall be amended to read: “...Exhibits A, A-1 and A-2, as applicable...” The scope of work marked as Exhibit A-2 is attached and incorporated by reference. Exhibit A-2 controls the services to be provided from January 1, 2017 forward.

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

“3. **TERM**: The Agreement will **commence on January 1, 2015, and will expire on December 31, 2017** (the “Term”).”

3. Subarticles (a) and (e)(1) of Article 4 of the Agreement, entitled “**Fee and Maximum Contract Amount**”, are amended to read as follows:

“4. **COMPENSATION AND PAYMENT**:

(a) **Fee**: The City shall pay and the Contractor shall accept as sole compensation for services rendered and costs incurred under this Agreement **Seven Hundred Fifty-Three Thousand Nine Hundred Thirty-Six Dollars and Zero Cents (\$753,936.00)**. Amounts billed may not exceed the budget set forth in **Exhibit A-2**.

(e) **Maximum Contract Amount**:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed 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 Contractor beyond that specifically described in **Exhibit A-2**. Any services performed beyond those

in **Exhibit A-2** are performed at Contractor's risk and without authorization under the Agreement.”

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

EXHIBIT LIST

EXHIBIT A-2- 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-201521993-02

Contractor Name: BLUFF MERCY LLC

By: Melissa Clayton

Name: Melissa Clayton
(please print)

Title: Vice President
(please print)

ATTEST: (if required)

By: _____

Name: _____
(please print)

Title: _____
(please print)

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SCOPE OF WORK
Bluff Mercy, LLC
SOCSV-2015-21993-02

I. Purpose of Agreement

The purpose of the contract is to establish an agreement and Scope of

Work between **DENVER DEPARTMENT OF HUMAN SERVICES (DDHS) and BLUFF MERCY, LLC** for subsidized housing and to establish collaboration between Bluff Mercy, LLC, DDHS Denver's Road Home, and an approved DDHS vendor who will provide residential services, coordination and case management for families that are residents of Bluff Mercy, LLC.

II. Services

A. The contractor will provide 91 total units to families and individuals. Thirty-one (31) rental units will be to households whose income, at the time they initially lease a unit, is equal to or less than 30% of the area median gross income (AMI). Fifteen (15) rental units will be to households whose income, at the time they initially lease a unit, is equal to or less than 40% of AMI. Forty-five (45) rental units will be to households whose income, at the time they initially lease a unit, is equal to or less than 50% of AMI.

B. The contractor will be entitled to be reimbursed by the City for a Monthly Rental Subsidy in an amount not to exceed \$19,266 per month for the 31 units designated for the 30% and below AMI. The Monthly Rental Subsidy may be billed to the City every 30 days using a per unit basis.

1. The Monthly Rental Subsidy amount is calculated as the difference between the actual tenant rent collected from the 30% AMI households and the Denver Road Home (DRH) Fair Market Rent (FMR) as periodically established by DRH. The Tenant Rent Contribution shall be established by the contractor. However, the tenant rent contribution shall not exceed 30% of gross income. Bluff Mercy, LLC will show the actual tenant rent paid as well as the amount to be reimbursed for each unit on the invoice.
2. DHS will compensate Bluff Mercy, LLC up to 30 days at the DRH FMR rate for unoccupied rental units in the 31 units designated for the 30% and below AMI.
3. The DRH FMR Rate per bedroom size is as follows:



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Number of Units	Unit Type	DRH FMR
13	1BR/1BA	\$759
16	2BR/2BA	\$925
2	3BR/2BA	\$1,304

- C. The contractor will make its best efforts to enter into either of two types of Housing Assistance Payments (HAP) contracts with the Denver Housing Authority.
1. It is anticipated that tenants with Housing Choice Tenant Based Vouchers or Section 8 vouchers will become tenants in some of the 31 units reserved for 30% AMI or below. If there are HAP contracts, the amount of the HAP contracts will be subtracted from the Monthly Rental Subsidy request submitted to the City.
- D. The contractor will provide Resident Services Coordination onsite to the 31 households receiving the rental subsidy. This service coordination will include the following activities.

Economic Development

- **Financial Stability**
- Job Application Assistance
- Resume Writing
- Technology Literacy (Word, Excel, PowerPoint)
- GED Test Prep
- EITC Education
- Tax Prep

- **Housing Stability**
- Lease Education Groups
- Rental Assistance Referrals
- Eviction Prevention Coaching
- Housing Search Options
- Housing Application Assistance

Community

- Leadership Tours
- Public Speaking Prep + Engagement
- Community Safety Initiatives + Education
- Encouraging Community Leadership Opportunities



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Education

- After School Programming
- Educational field trips
- Science, Math, Reading Literacy Engagement
- Snack prep
- Homework help

III. 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 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 laws and regulations, and DDHS policies are being met.
4. **Any other compliance issues.**

B. Process and Outcome Measures

Process Measures

1. Provide long term, permanent supportive housing.
2. Contractor shall submit accurate and timely invoices in accordance to the requirements of this Agreement.



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Outcome Measures

1. 80% of residents will stay in Bluff Lake Apartments 1 year or longer.
2. Invoices and reports shall be completed and submitted on or before the 15th of each month 100% of the time.

C. Reporting

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

Report # and Name	Description	Frequency	Reports to
1. Quarterly Report	Report shall demonstrate achievement of Process and Outcome Measures of SOW.	Quarterly	DRH Program Manager DHS Contracting Services
2. 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.	DRH Program Manager
3. Other reports as reasonably	To be determined (TBD)	TBD	TBD



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requested by the City.			
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IV. Budget Requirements

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

B. Budget

Contractor Name: Bluff Mercy, LLC		
Contract Term: 1/1/2017 - 12/31/2017		
Contract Number: 2015-21993-02		
	BUDGET	BUDGET NARRATIVE JUSTIFICATION
Housing Subsidy Costs	\$231,192.00	Not to exceed \$19,266 per month.
Resident Services Coordinator Salary	\$33,500	FTE 1.0 40 hours/week @ \$16.11/hour
Resident Services Coordinator Fringe	\$6,030	Based upon salary costs @ .18%. Health Insurance, Retirement and Taxes.
Resident Services Manager Salary	\$12,000	FTE .20 to be reimbursed at cost
Resident Services Manager Fringe	\$2,160	Based upon salary costs @ .18% Health Insurance, Retirement and Taxes.
Staff Development	\$1,170	Trainings new staff will need to complete. Proof of attendance will need to be shown along with invoice.
Mileage	\$500	Based upon the current year's IRS rate at the time the expense is incurred.
Supplies	\$5,000	Food, Office Supplies and programming to include; Services offered to residents in the areas of financial stability, housing stability, community engagement and youth



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		programming, financial curriculum for financial literacy courses, computer lab supplies such as flash drives. Proof of attendance shall be required for training sessions.
TOTAL BUDGET	\$291,552.00	

V. Protected Health Information

Contractor represents to the City that it has not, does not, and will not collect, maintain, use, disclose, or communicate any protected health information as defined in HIPAA, so that it is not subject to HIPAA requirements. If in the performance of any part of this contract, Contractor has, intends to, or does in fact collect, maintain, use, disclose, or communicate any protected health information (including but not limited to for the purpose of meeting its or residents' health and wellness goals, or making other referrals), Contractor will provide such services using a HIPAA compliant subcontractor in accordance with this Agreement sections #11, 12 and 14.