

REVIVAL AND AMENDATORY AGREEMENT

THIS REVIVAL AND AMENDATORY AGREEMENT is entered into _____, 2011 by the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "City"), and COLORADO COALITION FOR THE HOMELESS, a not-for-profit corporation whose address is 2111 Champa Street, Denver, CO 80205 (the "Contractor") collectively the Parties".

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated March 30, 2010 to provide placement and supportive housing services to Denver's homeless population (the "Agreement"); and

WHEREAS, The Parties wish to revive the Agreement, extend its term for an additional year, and increase the total compensation to be paid for such extended term; and

WHEREAS, The Agreement expired by its terms on December 31, 2010, and the Contractor has continued to provide services; and

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

1. Section 3 of the Agreement, entitled "**TERM**", is amended to read as follows:

"3. **TERM**: The Agreement will commence on January 1, 2010, and will expire on December 31, 2011 (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. All references to "...Exhibit A..." in the Existing Agreement shall be amended to read: "...Exhibits A and A-1, as applicable...". The scope of work and budget marked as Exhibit A-1 is attached to this Amendatory Agreement.

3. Section 4.a of the Agreement, entitled "**COMPENSATION AND PAYMENT**," is amended to read as follows:

"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 Seven Hundred Thirteen Thousand, Eight Hundred Eighty-Six Dollars and 00/100 Cents (\$713,886.00) (the "Maximum Contract Amount") in accordance with the budget set forth in

10-294-A

Exhibit A and A-1. Amounts billed may not exceed the budget set forth in Exhibit A and A-1.”

4. Section 21 of the Agreement, entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**”, is amended to read as follows:

“21. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. The Contractor will also then terminate such subcontractor if within three (3) days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor provides information to establish that the

subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S. or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City."

5. A new section, entitled "**ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**," is added to the Agreement and reads as follows:

"37. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original."

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

7. This Revival and Amendatory Amendment may be executed in two (2) counterparts, each of which is an original and constitute the same instrument.

8. This Revival and Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the parties hereto have executed this Revival and Amendatory Agreement as of the date first written above.

ATTEST:

CITY AND COUNTY OF DENVER:

By: _____
STEPHANIE Y. O'MALLEY, Clerk and
Recorder, Ex-Officio Clerk of the City and
County of Denver

By: _____
MAYOR

RECOMMENDED AND APPROVED:

By: 
Manager, Department of Human Services

APPROVED AS TO FORM:
DAVID R. FINE
CITY ATTORNEY for the City and County
of Denver

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance

By: _____
Assistant City Attorney

Contract Control No. **CE01129(1)**

By: _____
Auditor

"CITY"

**COLORADO COALITION FOR THE
HOMELESS**

Taxpayer (IRS) I.D. No. 84-0951575

By: 

Name: **JOHN PARVENSKY**

(please print)

Title: **PRESIDENT**

"CONTRACTOR"

EXHIBIT A-1

EXHIBIT A-1

Scope of Work and Budget CE01129-1

I. Purpose of Agreement

Denver Department of Human Services is working with community partners that provide services for Denver's homeless populations. This Contract will provide housing placement services to homeless youth and adults. Housing placement services includes finding a safe environment that is sheltered for homeless individuals, with the ultimate goals of securing stable and permanent, supportive housing.

II. Programs/Services to be Provided, in the Context of this Contract

The services under the 16th St. Housing Placement Program work to move people living/sleeping on the streets and in shelters or public places into permanent housing. Many of these individuals are the most chronic and vulnerable of Denver's homeless population who may have severe and persistent mental illness and/or substance abuse disorders. They may be found on the streets, staying in shelters for extended periods of time, in bus/train stations, under bridges, in abandoned buildings and in parks. It is known that support services will be necessary to maintain housing which is the most important outcome for clients. The ultimate goal of the 16th St. Housing Placement Program is a decrease in the number of homeless persons who are currently unsheltered and not housed.

As part of the City of Denver's goals to reach a 75% reduction in chronic homelessness, the goals and outcomes of this contract will utilize an outcome and performance based model. This will help to ensure that the identified populations remain at the forefront of this program.

Denver Street Outreach Collaborative (DSOC) Outreach Workers perform their jobs by locating, engaging and cultivating relationships with hard-to-reach homeless individuals. Face-to-face contact is made, crisis intervention provided, needs are assessed, connections with appropriate services are made and one-on-one assistance is delivered recognizing and defining personal service needs. DSOC Outreach workers meet emergency needs directly and when necessary provide transportation assistance to service sites. Throughout this engagement process, outreach workers identify obstacles that limit or prevent each homeless individual from accessing available services, including housing. Oftentimes housing is limited for individuals who have little to no income; have an eviction on their record; have an "unfriendly" felony, such as a sexual offense or another violent crime; or have such severe mental health issues that they cannot live independently. 16th St.

EXHIBIT A-1

Housing offers a Housing First model and provides housing vouchers to the hardest to house individuals. These individuals are offered housing "first"- to get them off the streets and out of shelters- and then provided wrap around services, depending on their level of need.

The 16th St. program will be case managing 60 chronically homeless individuals with housing and Assertive Community Treatment (ACT) services at any given time during the entire contract term. The Contractor will ultimately house/serve more than 60 during the contract term as there tends to be about a 20% attrition rate.

The 16th St. Program provides the services of a multi-disciplinary team of specialists in mental health, including a mental health prescriber, substance abuse, benefits acquisition, housing, and case management. The Contractors staff to client ratio is 1:10, the team will meet 4 mornings/week to review client's cases, follow up on previous day's activities, and plan for client needs for the day. The team will provide assertive outreach in the community in order to provide services "in vivo" or in the milieu where clients feel most comfortable.

The Contractors staff will be available 24/7/365 days a year through the shared responsibility of a crisis phone. There is initial multiaxial assessment and ongoing progress evaluation and individualized strengths- based treatment planning that will be utilized. The contractor will provide medication management, group and individual therapy, access to work related services, self care and daily living skills assistance, and co-occurring mental health and addictions treatment. ACT utilizes shared caseloads to enhance a more holistic care model, reduce staff burnout, and minimize clients falling through the cracks when staff does turnover and are on vacation.

III. Goals and Objectives

GOAL	Outcome
Goal #1 Increase permanent housing options for people who are chronically homeless.	<ul style="list-style-type: none">• House 60 persons per year at any point in time who are chronically homeless• Assist 60% of participants to maintain permanent housing
Goal #2 Targeted efforts will be made to identify and intentionally place individuals who have been identified as "most vulnerable" and chronically homeless individuals formerly on the 16 th St. mall.	<ul style="list-style-type: none">• 80% of the "most vulnerable" individuals placed into housing in 2011 will maintain permanent, supportive housing for one year or more.• 90% of new intakes will be targeted to persons who have been identified as "most vulnerable" and chronically homeless.
Goal #3 Provide mental health and substance abuse treatment for program participants	<ul style="list-style-type: none">• Reduce substance abuse; improve health and or mental health status for 70% of the participants in the 16th St. program.

EXHIBIT A-1

IV. Other Requirements

1. Homeless Management Information System (HMIS):

A. The Contractor agrees to fully comply with the Rules and Regulations required by US Dept of Housing and Urban Development (HUD) which govern the Metro Denver Homeless Management Information System (HMIS). HUD's funding for continuation of all Metro Denver's homeless programs is contingent on the participation of funded agencies and the data quality collected by the HMIS system. Current and future funding by the City will also be dependant on HMIS participation and performance.

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's HMIS data will be collected monthly and reported to DRH. The data will be used to evaluate the progress made in ending homelessness and changes to policies and funding priorities, if necessary.

E. Technical assistance and training resources for HMIS are available to each organization based on requests for assistance by the Contractor and by periodic assessments of participation, compliance and accuracy of data collection.

F. The Contractor will be required to participate in HMIS training sessions and evaluation committee and HMIS Users Group meetings.

G. The Contractor will be required to collect data on all homeless clients its organization serves and enter this data into the HMIS.

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 under this Agreement. This Advisory Board will meet monthly to discuss progress, challenges and successes, and distribute monthly reports.

EXHIBIT A-1

3. **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 the DHS monthly surveys.

4. **Meetings:**

The Contractor shall attend at a minimum, all Denver Road Home Commission and Town Hall Meetings; Shelter Provider meetings; and Outreach Team meetings.

5. **Vulnerability Index Study:**

Contractor fully agrees to participate in Vulnerability Index Study and be in compliance with survey administration and data entry/registry entry as required by Common Ground.

V. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the DHS program area and or 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. **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.
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

In addition to any other reports required by the agreement, the following reports shall be developed and delivered to the City as stated in this section.

EXHIBIT A-1

Report # and Name	Description	Frequency
1. Monthly Reports	Report will detail contacts (duplicated and unduplicated); case management services (to be in conjunction with housing placement services); referrals for substance treatment, referrals for mental health and/or physical health care; access to emergency shelter; assistance with obtaining needed identification; and numbers housed (including number code with first and last initials, such as 1JB, 2AC, etc.)	Once a month – Due with monthly invoice
2. Quarterly Reports	Quarterly report on who is housed. Data on residents for entry into units and exit from the program. Data on unit vacancies. Data on what kind of treatment services the participants are receiving	Due Quarterly – 15 days after the end of the quarter
3. Other reports as reasonably requested by the City.	To be determined (TBD)	TBD

VI. Invoicing

A. Invoices

Invoice	Description	Frequency
1. Monthly Invoices	Monthly invoices with required backup documentation for payment. Where applicable, this includes time sheets that allocate an individual's time if he/she works less than 100% of time on this grant.	Due the 15 th of each month 100% of the time

EXHIBIT A-1

VII. Budget

16 th STREET HOUSING FIRST		
INDIRECT COSTS:	BUDGET	Budget Narrative Justification
ADMINISTRATION		
Staffing		
Admin Fees	\$29,473	CCH 16th 9% includes portion of all administrative staff
Sub-Total (Staffing)	\$29,473	
Other Administrative Costs		
Sub-Total (Other Costs)	\$0	
FACILITIES		
General Operating and Overhead Costs		
Facilities Rent	\$20,000	CCH, Portion of programs rental fees
Office supplies	\$3,095	CCH Office supplies, postage, fax and printer rental
Passenger Van Lease and Maintenance	\$7,345	CCH Portion of programs Lease, maintenance and insurance for van used for client transportation
Sub-Total (Facilities)	\$30,440	
Sum of Indirect Costs:	\$59,913.00	
DIRECT COSTS		
Staffing		
Program Assistant	\$19,000	CCH 16th, .65 FTE all direct admin functions for the program
Clinical Case managers	\$174,000	CCH 16th (6) clinical case managers @.8 FTE each
Case Managers	\$20,000	CCH 16 th (.6) case manager
Security Guard	\$1,200	CCH 16th .2 FTE, Shared building security
Housekeeping	\$1,800	CCH 16th , Shared building housekeeping, offices, clubhouse
Cell Phones	\$2,400	CCH 16th , 8 staff phones at \$25 per month
Office Phones	\$280	CCH 16th Portion of T-1 line for program
Computer Software and Maintenance	\$560	CCH 16th Portion of It software costs and maintenance
Parking	\$560	CCH 16th Staff Parking for 8 staff @ \$70 annually
Staff Development	\$2,750	CCH 16th Training, retreats, Development and food
Recruitment	\$560	Cost for advertising for new staff
Mileage	\$2,800	CCH 16th Transportation of clients in staff vehicles reimbursed at .48 cents per mile (not to exceed Federal rate)
Taxes and benefits	\$58,320	CCH 16th for taxes and benefits
Sub-Total (Staffing)	\$284,230	
Client Needs	\$19,145	CCH 16th include, not limited to, tokens, Birth Certificates, ID's, Clinical Co-pays, move in fees, 1 st months rent, renters ins., personal care items, clothing, food, utilities, phone dep., background checks
Sub-Total (Client Service):	\$19,145	
Sum of Direct Services Costs:	\$297,030	
TOTAL (Indirect and Direct Costs):	\$356,943	