

SECOND AMENDATORY AGREEMENT

THIS SECOND 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 corporation whose address is 2111 Champa St., Denver, CO 80205 (the "Contractor"), collectively "the Parties".

The City and the Contractor entered into an Agreement dated January 19, 2010 and an Amendment dated December 21, 2010 for the Contractor to provide outreach and housing placement services to homeless youth and adults (the "Agreement"); and

The City and the Contractor wish to amend the Agreement to increase the funding, extend the term, and add a provision for electronic signatures.

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

1. Article 3 of the Agreement entitled "TERM OF AGREEMENT" is hereby amended to read as follows:

"3. TERM OF AGREEMENT: The term of this Agreement shall be from January 1, 2010 and expire on December 31, 2012, unless earlier terminated in accordance with the terms of the Agreement."

2. Articles 4a and d of the Agreement entitled "COMPENSATION AND PAYMENT" are hereby amended to read as follows:

"4. COMPENSATION AND PAYMENT:

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 Two Million, Eight Hundred Three Thousand, Nine Hundred Twenty Dollars and Zero Cents (\$2,803,920.00) (the "Maximum Contract Amount") in accordance with the budgets set forth in Exhibits A, A-1, and A-2. Leftover funds from prior years will not rollover into 2012 funding.

d. 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, Exhibit A-1, and A-2. Any services performed beyond those in Exhibits A, Exhibit A-1, and A-2 are performed at Contractor's risk and without authorization under the Agreement."

3. Article 37 of the Agreement entitled “ELECTRONIC SIGNATURES” is added to read 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.”

4. All references in the Agreement Exhibit A are amended to read as Exhibits A, A-1, and A-2, respectively.
5. This Second Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.
6. Except as herein amended, this Agreement is revived, affirmed and ratified in each and every particular.

EXHIBIT LIST: Exhibit A-2

[SIGNATURE PAGES FOLLOW]

Contract Control Number:

Vendor Name:

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 _____

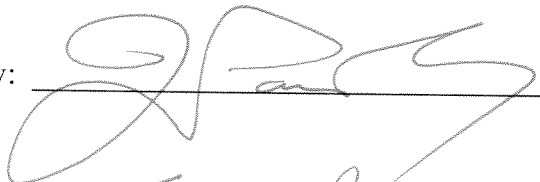
By _____

By _____



Contract Control Number: SOCSV-CE01018-01

Vendor Name: THE COLORADO COALITION FOR THE HOMELESS

By:  _____

Name: John Parvensky
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-2

Scope of Work and Budget CE01018-2

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 outreach and housing placement services to homeless youth and adults. This includes contacting and engaging with people who are living/sleeping on the streets, in shelters, or in public but transient places and assisting them with acquiring benefits, entitlements and other services to address identified needs (such as mental health and substance treatment). 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 Contractor is contracting with the City as the lead agency for The Denver Street Outreach Collaborative (DSOC). As the lead agency, the Contractor will be responsible for:

- Monitoring the functions related to the DSOC and working with the City to achieve the collaborative goals
- Reports, as detailed in this documentation
- Administration of vehicles
- Coordinating and assisting in training functions
- Central Coordination and personnel
- Compliances to DSOC policies and procedures (i.e. driver licenses)

The Contractor will not be responsible for supervising any of the other DSOC agencies or the agencies' personnel. The collaboration includes the following organizations: Colorado Coalition for the Homeless, St. Francis Center, Urban Peak, the City & County of Denver Police Department and the Downtown Denver Partnership. This collaboration is designed to provide coordinated outreach services to youth and adults who are homeless in Denver. The City will expect the Contractor to coordinate efforts in leading the DSOC towards achieving the outlined expectations goals and outcomes listed in this scope of work. It is the Contractors responsibility to ensure that DSOC partners are meeting the required outcomes of the contract.

The central premise of the Homeless Outreach and Housing Placement Program is to move people living/sleeping on the streets or public places into shelters and available and appropriate 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 Homeless Outreach and 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

EXHIBIT A-2

performance based model. This will help to ensure that the identified populations remain at the forefront of this program.

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. DSOC staff members will adhere to the homeless encampment protocol developed by the Contractor and DHS in August 2005 and will work closely with DPD to outreach to the identified camps as outlined in protocol.

III. Goals and Objectives

GOAL	Outcome
<p>Goal #1 Primary goal is to engage homeless individuals on the streets and in shelters in outreach and housing placement services.</p>	<ul style="list-style-type: none"> • 265 adults and youth (190 adults; 75 youth) will be housed or reunified with family in 2012. • Between 100 - 150 of the total will be identified as chronically homeless. • St. Francis Center will be responsible for housing 75 adults and Colorado Coalition for the Homeless will be responsible for housing 115 adults. The total goal is to house 190 adults. • Expected presence of Outreach workers on streets and in shelters 6 days a week (holidays and Sundays excluded) (18 total: 6 from St. Francis Center, 6 from CCH, 6 from Urban Peak) • Presence from all Outreach teams at community events such as Project Homeless Connect events and health fairs
<p>Goal #2 Make 6,500 unduplicated contacts per contract year with homeless individuals (with a specific focus on those who are chronically homeless)</p>	<ul style="list-style-type: none"> • Participate in National Vulnerability Index Study; house at minimum 25 individuals who are identified as the most vulnerable; anything above 25 will count towards National Campaign goal to house 100,000 in three years. • 265 adults and youth housed or reunified in 2012 (focus on chronically homeless and vulnerable) • For Urban Peak: 75 youth will be housed or reunified in 2012; 190 youth will receive access to emergency shelter (case management to be provided to all 75 youth housed and 190 placed in shelter); • Attend quarterly meetings with review committee to report out on numbers (focus on chronic, youth and vets) and progress.
<p>Goal #3 Maintain suggested Hours of Operation for Homeless Outreach and Housing Placement Services Program</p>	<ul style="list-style-type: none"> • Hours of operation for will be 7am-9pm April 16-October and 7am-10pm November-April 15. A representative from Outreach Collaborative will be available 365 days/yr to respond to "sit & lie" ordinance outreach requests from DPD.
<p>Goal #4 There will be a coordinated response by Outreach teams to all inquiries related to homelessness from City</p>	<ul style="list-style-type: none"> • DSOC Outreach coordinator will provide a response to Denver's Road Home within 48 hours of initial inquiry.

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Council, concerned citizens and members of the community.	
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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.

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:

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

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.

Report # and Name	Description	Frequency
1.Monthly Reports	Report will detail contacts (duplicated and unduplicated); (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; meals provided by Urban Peak; referrals to Homeless Court; and numbers housed (including number code with first and last initials, such as 1JB, 2AC, etc.)	Once a month – Due the third Tuesday of each month
2. Other reports as reasonably requested by the City.	To be determined (TBD)	TBD

VI. Invoicing

A. Invoices

Invoices	Descriptions	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-2

VII. Budget for 2012 (funds from prior year do not rollover).

Colorado Coalition for the Homeless Outreach Team		
INDIRECT COSTS:	BUDGET	Budget Narrative Justification
ADMINISTRATION		
Staffing		
Admin Fees	\$ 41,920	CCH 9% includes portion of all administrative staff
Sub-Total (Staffing)	\$41,920	
Other Administrative Costs		
-	-	
Sub-Total (Other Costs)	\$0.00	
FACILITIES		
General Operating and Overhead Costs		
Facilities	\$ 20,000	CCH Rent and utilities
Office supplies	\$4,000	CCH Office supplies
Training and development	\$3,000	CCH Staff trainings/retreats
Sub-Total (Facilities)	\$27,000.00	
	-	
Sum of Indirect Costs:	\$68,920.00	
DIRECT COSTS		
Staffing		
Outreach	\$193,216	CCH 6 FTE
Case Manager	\$31,000	CCH 1 +FTE
Program Manager	\$22,946	CCH .5 FTE manager
DSOC Coordinator	\$30,000	CCH .43 FTE
Mental Health Prescriber	\$8,500	CCH 96 hrs Prescriber
Taxes and benefits	\$91,412	CCH 32% for taxes and benefits
Cell phones	\$3,000	CCH 10 phones @ \$25 per month for 9 staff and 1 cell phone for on call "sit and Lie"
Mileage	\$18,700	CCH reimbursement @.48 cents per mile travel in personal vehicles to transport clients and reach clients
Sub-Total (Staffing)	\$398,774.00	
Client Needs	\$20,000	Shared Client Needs with CCH & SFC to include but not limited to- Tokens, Birth Certificates, ID's, Clinical Co-pays, move in fees, first months rent, renters insurance, personal care items, clothing, food, utilities, phone deposits
Motel Vouchers	\$20,000	Shared Emergency motel for clients CCH and SFC
Sub-Total (Client Service):	\$40,00.00	
Sum of Direct Services Costs:	\$438,774.00	
TOTAL (Indirect and Direct Costs):	\$507,694.00	

Sub Contracted Services

Saint Francis Center Outreach		
INDIRECT COSTS:	BUDGET	Budget Narrative Justification
ADMINISTRATION		
Staffing		
Admin Fees	\$15,692	SFC 9% includes portion of all administrative staff
	-	

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Sub-Total (Staffing)	\$15,692	
Other Administrative Costs	-	
Sub-Total (Other Costs)	\$0.00	
FACILITIES	-	
General Operating and Overhead Costs	-	
Facilities	\$3,000	SFC Rent and utilities
Office supplies	\$400	SFC Office supplies
Training and development	\$1500	SFC Staff trainings/retreats and snacks for same
Sub-Total (Facilities)	\$ 4,900	
Sum of Indirect Costs:	\$ 20,592	
DIRECT COSTS		
Staffing		
Outreach	\$93,066	SFC 3 FTE
Program Manager	\$29,376	SFC .625 FTE manager
Taxes and benefits	\$38,433	SFC for taxes and benefits
Cell phones	\$4,200	SFC 7 phones @ \$50 per month for 7 outreach staff
Mileage	\$4,378	SFC .50 cents per mile travel in personal vehicles to transport clients and reach clients
Sub-Total (Staffing)	\$169,453	
Sub-Total (Client Service):	\$00.00	Shared with CCH
Sum of Direct Services Costs:	\$ 169,453	
TOTAL (Indirect and Direct Costs):	\$190,045	

Urban Peak Outreach		
INDIRECT COSTS:	BUDGET	Budget Narrative Justification
ADMINISTRATION		
Staffing		
Admin Fees	\$9,442	UP includes portion of all administrative staff
Sub-Total (Staffing)	\$9,442	
Other Administrative Costs	-	
Sub-Total (Other Costs)	\$0.00	
FACILITIES		
General Operating and Overhead Costs		
Sub-Total (Facilities)	\$0.00	
Sum of Indirect Costs:	\$9442	
DIRECT COSTS		
Staffing		
Program Director	\$1,650	UP .02 FTE

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Outreach	\$92,980	UP 3 FTE
Program Manager	\$24,720	UP .6 FTE manager
Taxes and benefits	\$23,870	UP for taxes and benefits
Phones	\$1080	UP 3.60 FTE phones @ \$25 per month for 3 staff and supervisor
Sub-Total (Staffing)	\$144,300	
Client Needs	\$5,659	Transportation, Birth Certificates, ID's, co pays, deposits, motels, client assistance
Sub-Total (Client Service):	\$5,659	
Sum of Direct Services Costs:	\$149,959	
TOTAL (Indirect and Direct Costs):	\$159,401	

BID Downtown Denver Business Improvement District		
INDIRECT COSTS:	BUDGET	Budget Narrative Justification
ADMINISTRATION		
Staffing		
Admin Fees	\$ 0	COVERED BY BID
Sub-Total (Staffing)	\$0	
Other Administrative Costs		
Sub-Total (Other Costs)	\$0.00	
FACILITIES		
General Operating and Overhead Costs		
Sub-Total (Facilities)	\$0.00	
Sum of Indirect Costs:	\$0	
DIRECT COSTS		
Staffing		
Ambassadors	\$77,500	BID 1.75 FTE Portion of \$459,000 annual budget for 16 th street mall ambassadors working 7 days per week, 365 days/year.
Sub-Total (Staffing)	\$77,500	
Sub-Total (Client Service):	\$	
Sum of Direct Services Costs:	\$77,500	
TOTAL (Indirect and Direct Costs):	\$77,500	

Total of Contracted and Subcontracted Services for 2012: \$934,640.00