

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **BLUFF MERCY, LLC**, a limited liability company whose address is 1999 Broadway, Suite 1000, Denver, CO 80202 (“Contractor”), collectively “the parties”

RECITALS:

- A. The Parties entered into an Agreement dated January 31, 2018, (the “Agreement”).
- B. The Parties wish to amend the Agreement to extend its term, amend the scope of work and budget, and increase the Maximum Contract Amount.

NOW THEREFORE, the parties agree as follows:

1. 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 and incorporated by reference. Effective as of January 1, 2019, Exhibit A-1 will govern and control the services to be provided from January 1, 2019, until December 31, 2019.

2. Article 3 of the Agreement, entitled “**TERM**”, is amended by deleting and replacing it with the following:

“3. **TERM**: The Agreement will commence on **January 1, 2018**, and will expire unless sooner terminated, on **December 31, 2019**. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Executive Director.”

3. Article 4. d. (1) of the Agreement, entitled “**Maximum Contract Amount**”, is amended by deleting and replacing it with the following:

“d. **Maximum Contract Amount**:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **Five Hundred Eighty-Six Thousand Six Hundred Sixty-Two Dollars and Zero Cents (\$586,662.00)** (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 Contractor beyond that specifically described in Exhibits A and A-1. Any services performed beyond those in Exhibits A and A-1 are performed at Contractor’s risk and without authorization under the Agreement.”

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

particular.

5. This Amendatory 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.

End

Signature Pages and Exhibit A-1 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-201738559-01

Contractor Name: BLUFF MERCY LLC

By: Paul

Name: Bruce Saab
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: Braylen

Name: Braylen Dunn
(please print)

Title: Asset Manager
(please print)





SCOPE OF WORK
Bluff Mercy, LLC
SOCSV-2017-38559-01

I. Purpose of Agreement

The purpose of the contract is to establish an agreement and Scope of Work between Denver Human Services (DHS) and Bluff Mercy, LLC for subsidized housing and to establish collaboration between Bluff Mercy, LLC, DHS Denver’s Road Home, and an approved DHS 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 a total of Ninety-one (91) units to families and individuals.
 - 1. Thirty-one (31) rental units will be provided to households whose income is equal to or less than 30% of the area median gross income (AMI) at the time they initially lease a unit.
 - 2. Fifteen (15) rental units will be provided to households whose income is equal to or less than 40% of AMI at the time they initially lease a unit,.
 - 3. Forty-five (45) rental units will be to households whose income is equal to or less than 50% of AMI at the time they initially lease a unit,.

- B. The contractor will be entitled to be reimbursed by the City for a Monthly Rental Subsidy in an amount not to exceed \$19,445 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.
 - 2. The Tenant Rent Contribution shall be established by the contractor on the condition that the tenant rent contribution shall not exceed 30% of gross income.
 - 3. Bluff Mercy, LLC will show the actual tenant rent paid as well as the amount to be reimbursed for each unit on the invoice.
 - 4. 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.
 - 5. The DRH FMR Rate per bedroom size is as follows:

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

SCOPE OF WORK
Bluff Mercy, LLC
SOCSV-2017-38559-01

- 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. The 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.
 - 2. For the 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, but not limited to the following activities.
 - 1. **Economic Development**
 - 2. **Financial Stability**
 - a. Job Application Assistance
 - b. Resume Writing
 - c. Technology Literacy (Word, Excel, PowerPoint)
 - d. GED Test Prep
 - e. EITC Education
 - f. Tax Prep
 - 3. **Housing Stability**
 - a. Lease Education Groups
 - b. Rental Assistance Referrals
 - c. Eviction Prevention Coaching
 - d. Housing Search Options
 - e. Housing Application Assistance
 - 4. **Community**
 - a. Leadership Tours
 - b. Public Speaking Prep + Engagement
 - c. Community Safety Initiatives + Education
 - d. Encouraging Community Leadership Opportunities
 - 5. **Education**
 - a. After School Programming
 - b. Educational field trips
 - c. Science, Math, Reading Literacy Engagement
 - d. Snack prep
 - e. Anti-bullying programming
 - f. Homework help

III. Process and Outcome Measures

A. 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.

SCOPE OF WORK
Bluff Mercy, LLC
SOCSV-2017-38559-01

B. Outcome Measures

1. 20% of current program participants will have obtained income from employment.
2. 40% of current program participants will have obtained mainstream financial benefits, or a steady source of income.
3. 60% of current program participants will have increased access to health and treatment services.
4. 80% of residents will stay in Bluff Lake Apartments 1 year or longer.

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 Monitoring:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. Contracting Services will provide 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 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.

B. Reporting

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

**SCOPE OF WORK
Bluff Mercy, LLC
SOCSV-2017-38559-01**

Report # and Name	Description	Frequency	Reports to
1. Quarterly Data Tracker Report (Attachment)	Report shall demonstrate achievement of Process and Outcome Measures of SOW.	Quarterly	DRH Program Manager dhs_contracting_services_documents@denvergov.org
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 dhs_Contracting_Services_documents@denvergov.org

V. Budget

- A. Contractor shall provide the identified services for the City in coordination with the Denver Human Services using best practices and other methods for fostering a sense of collaboration and communication.
- B. The Maximum Contract Amount of \$586,662.00 for the term January 1, 2018 to December 31, 2019 shall be distributed on a reimbursement basis.
- C. Summary of contract amounts
 - 1. Base contract \$293,421.00
 - 2. Amendment 1-\$293,241.00
 - 3. Total \$586,662.00
- D. Invoices submitted for payment must be accompanied by adequate documentation of services and must be received by the City on or before the 15th working day of each month of the term hereof. All Invoices shall be sent directly to:

DHS_Contractor_Invoices@denvergov.org or by US Mail to:
Attn: Financial Services
Denver Department of Human Services
1200 Federal Boulevard
Denver, Colorado 80204

**SCOPE OF WORK
Bluff Mercy, LLC
SOCSV-2017-38559-01**

E. Budget

Contractor Name: Bluff Mercy, LLC		
Contract Term: January 1, 2019 – December 31, 2019		
Contract Number: SOCSV 2017-38559-01		
Program Name: Transitional and Permanent Supportive Housing		
ITEM	BUDGET	BUDGET NARRATIVE JUSTIFICATION
Personnel Costs		
Resident Services Manager Salary	\$12,000	Resident Services Manager will work a portion of their time on this program and be reimbursed at cost
Resident Services Manager Fringe	\$1,080	Fringes reimbursed at cost. Fringe costs include health and dental insurance, retirement, unemployment and FICA, etc.
Resident Services Coordinator (RSC) Salary	\$35,360	Resident Services Coordinator will work a portion of their time on this program and be reimbursed at cost.
Resident Services Coordinator Fringe	\$3,182	Fringe reimbursed at cost. Fringe costs include health and dental insurance, retirement, unemployment, FICA, etc.
Sub-Total Personnel Costs	\$51,622	
Program Costs		
Staff Development	\$1,200	\$1,200 in training costs for staff, calculated at \$300 per training. Staff development trainings will be offered quarterly, covering topics such as resident engagement, working with residents, youth engagement, positive youth development, leadership development, motivational interviewing, and financial literacy.
Mileage	\$500	Based on the current year's IRS rate at the time the expense was incurred.

**SCOPE OF WORK
Bluff Mercy, LLC
SOCSV-2017-38559-01**

Program Supplies	\$4,820	Program supplies include, but are not limited to, food for clients, bus passes, office supplies and programming to include services offered to residents in the areas of financial stability, housing stability, community engagement and youth programming; resident incentives to participate; computer lab support (maintenance in the lab).
Equipment	\$1,759	Equipment including, but not limited to lab desktop computers and lab printer.
Housing Subsidy Costs – Rental Assistance	\$233,340	Housing subsidy for 31 units 30% of AMI, participating in DRH program. Not to exceed \$19,445 per month.
Sub-Total Program Costs	\$241,619	
TOTAL COSTS):	\$293,241	

VI. 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.

VII. Other Requirements

A. Homeless Management Information System:

The Contractor agrees to fully comply with the Rules and Regulations required by the U.S. Dept. of Housing and Urban Development (HUD) which governs the 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 but are not limited to: Continuum of Care (CoC), Section 8 Mod Rehab, Emergency Solutions Grant (ESG), and Housing Opportunities for Persons With AIDS (HOPWA). Project types include, but are not limited to: Emergency Shelter, Transitional Housing, Rapid Rehousing, Diversion, Permanent Housing, Supportive Services, and Street Outreach. Participation in HMIS is a requirement for recipients of City of Denver homeless funding.

SCOPE OF WORK
Bluff Mercy, LLC
SOCSV-2017-38559-01

The Contractor, in addition to the HUD requirements, shall conform to the HMIS Policies and Procedures established and adopted by the Metro Denver Homeless Initiative (MDHI) Continuum of Care.

Technical assistance and training resources for HMIS are available to the Contractor via the Colorado HMIS Helpdesk based on requests by the Contractor to DHS and by periodic assessments of participation, compliance, and accuracy of data collection.

B. Security

The Contractor must conform to the HMIS Security, Privacy, and Data Quality Plan. The importance of the integrity and security of HMIS cannot be overstated. All workstations, desktops, laptops, and servers connected to the Contractor's network or computers accessing the HMIS through a Virtual Private Network (VPN) must comply with the baseline security requirements:

1. All HMIS workstations must be placed in secure locations or must be manned at all times if they are in publicly accessible locations. (This includes non-HMIS computers if they are networked with HMIS computers).
2. All printers used to print hard copies from the HMIS are in secure locations.
3. All HMIS workstations must use password protected lock screens after five minutes of inactivity.
4. All HMIS workstations must have a password protected log on for the workstation itself.
5. All HMIS end user computer screens must be placed in a manner where it is difficult for others to see the contents or must have a blackout filter.
6. Passwords must be memorized, not written down in a publicly accessible location, and must never be shared.
7. Confidential data CANNOT be stored on ANY unencrypted mobile device.
8. Confidential data CANNOT be transmitted via unencrypted wireless devices or unsecured public lines.
9. Internet browser must be compatible with 128-bit encryption.
10. Internet browser must be a current/most up-to-date version
11. HMIS must not be accessed via unsecured wi-fi or other unsecured internet connection
12. Any email containing confidential data must utilize at least 128-bit encryption.
13. All HMIS workstations must have an active firewall turned on.
14. All HMIS equipment must have approved anti-virus software installed and configured to automatically download current signature file.
15. Antivirus software must be set to scan emails and file downloads in real time.
16. HMIS agencies must have their entire network behind a firewall and must routinely monitor for intrusion attempts.
17. All Windows-based computing equipment must have Microsoft updates set to automatically download and install any critical update.
18. All HMIS workstations must be running a current operating system and internet browser security.
19. Systems must be scanned at minimum of weekly for viruses and malware.

SCOPE OF WORK
Bluff Mercy, LLC
SOCSV-2017-38559-01

20. End Users who have not logged onto the system in the previous 90 days will be flagged as inactive.
21. Under no circumstances shall Contractor demand that an end user hand over his or her username and password.

C. HUD Continuum of Care Data Standards:

Contractor is required to collect data based on the most recent HUD Data Standards. For the MDHI Continuum of Care (CoC), the City of Denver and its Contractor's will collect Universal and CoC program specific elements. The Contractor is required to attend the HMIS training on the data collection requirements for these revised standards.

D. Data Quality Standards:

Data quality standards ensure the completeness, accuracy, timeliness, and consistency of the data in HMIS. The Contractor must conform to the HMIS Security, Privacy, and Data Quality Plan.

1. The Contractor must enter HMIS data (program enrollments and services) into the system within seven (7) calendar days of the actual enrollment or service provided date.
2. MDHI reserves the right to request Data Quality reports from Colorado HMIS for Contractor's programs on a monthly basis.
3. MDHI reserves the right to participate in on-site HMIS audits.
4. MDHI reserves the right to request Data Timeliness tests from Colorado HMIS at any time on Contractor's programs in HMIS.
5. MDHI reserves the right to detailed APRs (displaying client-level data) and summary APRs (displaying aggregate-level data) from Colorado HMIS at any time during the project's operating year. APRs are used to review and monitor the Contractor's program data quality and progress toward achieving annual project goals and outcomes for HUD and MDHI requirements. The Contractor's APR data will be consolidated with other Contractor's and MDHI data to fulfill HUD annual reporting requirements.

E. Participation

Contractor is required to identify a Data Partner Agency Liaison (DPAL) to work with MDHI and the City of Denver on overseeing data quality and compliance. Additionally, DPAL will be required to conduct internal monitoring of HMIS workflow at Contractor organization and participate in HMIS related meetings.