

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **DENVER RESCUE MISSION**, a non-profit corporation, with an address of 3601 East 46th Avenue, Denver, Colorado 80216, (the “Contractor”), collectively referred to as (the “Parties”).

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated February 9, 2010, as amended by an Amendatory Agreement dated May 18, 2012, and a Second Amendatory Agreement dated May 7, 2013, to provide emergency housing for homeless adults who are unable to stay in conventional shelters due to medical conditions and have been recently discharged from a hospital (together, the “Agreement”); and

WHEREAS, the Agreement expires on December 31, 2012, and the Parties wish to further amend the Agreement to extend its term for another year and increase the maximum amount of compensation to be paid to the Contractor for the extended term:

NOW, THEREFORE, the Parties agree as follows:

1. Effective as of January 1, 2013, all references to “...Exhibit A...” in the Agreement shall be amended to read “...Exhibit A-1, A-2, or A-3...” as applicable. Effective as of January 1, 2014, Exhibit A-3 will govern and control the service to be provided under this Agreement from January 1, 2014, until December 31, 2014. A copy of Exhibit A-3 is attached hereto and incorporated herein by reference.

2. Article 3 of the Agreement, entitled “**TERM**”, is hereby deleted and restated to read as follows:

“ **3. TERM:** The term of this Agreement shall commence on January 1, 2010, and expire, unless sooner terminated, on December 31, 2014. The term of this Agreement shall commence on January 1, 2010, and expire, unless sooner terminated, on December 31, 2010, subject to the unilateral option of the City to renew for four additional one (1) year renewal terms through December 31, 2014. Each such renewal term option shall be exercised by action of the City Council in appropriating sufficient funds for payment during the new term. In the event that such appropriation for this Agreement is not made for a future fiscal year, the City will be deemed to have thereby failed to exercise its option to renew this Agreement for any additional years and the Agreement shall expire at the end of the current 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.”

3. Article 4 of the Agreement, entitled “**COMPENSATION AND PAYMENT**”, is hereby deleted and restated 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 **Nine Hundred Sixty Three Thousand Six Hundred Dollars and 00/100 Cents (\$963,600.00)** (the “Maximum Contract Amount”) in accordance with the flat rate of reimbursement set forth in **Exhibit A-1, A-2, or A-3, as applicable.** Amounts billed may not exceed the total amount budgeted for the Initial Term and any exercised Renewal Terms as set forth in **Exhibit A, A-2, or A-3, as applicable.**

b. **Payment-Initial Term.** The Contractor agrees to accept as full compensation from the City under this Agreement, for completion of the services provided during the Initial Term of January 1, 2010, until December 31, 2010, an amount not to exceed **Two Hundred Four Thousand, Four Hundred Dollars and 00/100 Cents (\$204,400.00)** to be used in accordance with the flat rate of reimbursement for said term contained in Exhibit A.

c. **Payment-Renewal Terms.** In the event that the City elects to exercise any option to extend the term for any additional year, it shall pay the Contractor during any future renewal term an amount not to exceed the amounts set forth below:

First Renewal Term (January 1, 2011, until December 31, 2011)	\$204,400
Second Renewal Term (January 1, 2012, until December 31, 2012)	\$204,400
Third Renewal Term (January 1, 2013, until December 31, 2013)	\$175,200
Fourth Renewal Term (January 1, 2014, until December 31, 2014)	\$175,200

d. **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All of the Contractor’s expenses are contained in the flat rate of reimbursement in Exhibit A-1, A-2, or A-3, as applicable.

e. **Invoicing:** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. Invoices shall be accompanied by documentation of housing units actually utilized or authorized

for reimbursement in accordance with Exhibit A as well as other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. Funds will be disbursed in appropriate monthly increments, upon receipt and approval of Contractor's monthly invoices and any City required budget documents or reports. Contractor's invoice(s) will include any and all appropriate supporting documentation, including time sheets, payroll records, receipts, and any other document which may be pertinent in light of the nature of the services performed or expenses incurred under this Agreement. Contractor's invoice(s) will reflect in detail the services performed within the period for which the payment is requested and will address all completed project outcomes. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only for services provided during the prior month. Invoices submitted for payment must be received by the Agency on or before the fifteenth (15th) day of the month subsequent to the month for which reimbursement is being sought. Invoices submitted for services rendered that are submitted after such deadline are considered to be untimely and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. In the event that the Contractor allocates allowable costs to more than one grant, project, or contract, then timesheets must further identify the allocation of allowable costs for each grant, project or contract.

f. 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-1, A-2, or A-3, as applicable. Any services performed beyond those in Exhibit A-1, A-2, or A-3, as applicable, are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

(3) If, as a result of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If

corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. In any event, the Contractor shall be responsible to indemnify and save harmless the City, its officers, agents and employees, from and against any and all disallowed costs."

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

5. This Third Amendatory Amendment may be executed in counterparts, each of which is an original and constitute the same instrument.

6. This Third Amendatory Agreement will not be 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-3 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-CE04013-03

Contractor Name: DENVER RESCUE MISSION

By: *Brad L. Menli*

Name: *Brad L. Menli*
(please print)

Title: *President / CEO*
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)





SCOPE OF WORK
Denver Rescue Mission
CE04013-03
Exhibit A-3

I. Purpose of Agreement

The purpose of the contract is to establish an agreement and Scope of Services between Denver Department of Human Services (DDHS) and Denver Rescue Mission (DRM). This Contract will provide emergency housing for homeless adults who are unable to stay in conventional shelters due to medical conditions, many of which are homeless adults recently discharged from hospitals.

II. Program Goals & Outcomes

Goal	Outcome
Goal #1 Provide 12 respite rooms (24 beds – 8 of which can be male or female) at The Crossing, located at 6090 Smith Rd. Denver, CO 80216 for respite clients in a safe, healthy environment.	Outcome # 1 Provide 300 clients with medical respite services.
Goal #2 Coordinate with DDHS Case Manager to transition clients into DRM Program, housing, or other arrangements upon discharge	Outcome # 2 100% of respite clients will have coordinated with a case manager to transition services upon or prior to discharge.
Goal #3 Contractor will provide 3 meals a day to Respite clients. (Breakfast, Lunch and Dinner)	Outcome # 3 100% of clients will receive 3 meals a day.
Goal #4 Contractor shall submit accurate and timely invoices in accordance to the requirements of this Agreement.	Invoices and reports shall be completed and submitted on or before the 15 th of each month 100% of the time.

III. Services

The program parameters include the following services to be provided by the Contractor:

- A. Basic features:** Rooms utilized by guests shall have basic, clean, and adequate furnishings, such as a bed, chair, table, lamp, clean pillows, sheets, and substantial blankets, towels and washcloths, toilet paper, facial tissue, soap, and privacy window coverings. Private shower or bathing facilities shall have hot and cold running water. Bathroom toilets shall flush. Facilities shall have no infestations of vermin or insects and shall provide regular pest prevention. There shall be functional telephones available in individual rooms. Adequate heating and cooling systems shall be operational. Contracted room rate shall include electrical and water, including washers and dryers (or access to laundry services) for guests. Room doors and windows

SCOPE OF WORK
Denver Rescue Mission
CE04013-03
Exhibit A-3

must be intact and have functional locks. Open stairways, second floor windows and doors shall have appropriate safety features to prevent young children from being injured. On-call maintenance shall be available within a 24 hour time frame. The contractor will comply with all health and safety measures to include repairs, sanitation and inspections to include any and all applicable laws.

B. Housekeeping/Maintenance: Housekeeping services of individual rooms and common areas shall be provided no less than every other day, to the standards of the hotel industry. This shall include trash removal and vacuuming of carpets and hard surfaces, bathroom cleaning and sanitization, and replacement of all sheets and towels with clean sets. Following a vacancy, 90% of vacant rooms will be cleaned and ready for utilization within 24 hours. Towels and sheets will be replaced with clean sets for new guests.

C. Occupancy: No more than two people will reside in one room, unless the guest has family also in the room. Under very extreme circumstances, such as inclement weather, up to three people per room may be permissible when all overflow beds in the city are full. Family suites may allow a higher occupancy rate and may require the use of rollaway beds.

Contractor will not be required to take in wheelchair or ADA accessible clients beyond the 4 room capacity in their main building located at The Crossing; this is based on emergency procedures and evacuation protocol.

D. Anti-Discrimination: No individual shall be excluded from participation in, denied the benefit of, or subject to discrimination in connection with this program because of race, color, creed, marital status, familial status, religion, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, or disability. Receipt of services is not contingent upon participation in religious services. The contractor must meet all ADA guidelines and state and City rules and regulations. The Contractor shall maintain a valid certificate of occupancy at all times. The contractor shall permit use of service dogs when necessary.

E. Staffing: Operator shall maintain a minimum staffing ratio of one (1) staff member for every twenty (20) guests during waking hours with 2 or more staff on-site at all other times. All required staff must be 18 years or older. The location must be staffed 24 hours a day. The Contractor should indicate who that staff will be, by title and qualifications. On-site staff and management will work closely with DDHS to ensure that each guest is connected with a DDHS Homeless Outreach staff person on the first available business day to begin a transition or discharge plan. The contractor will provide a private, functional work area for this purpose.

SCOPE OF WORK
Denver Rescue Mission
CE04013-03
Exhibit A-3

F. Policies, Rules, and Procedures: Providers of respite program services must establish rules and policies regarding guest behavior, and staff must be responsible for enforcing those rules and policies consistently. Guests must sign an agreement stating they understand and agree to follow all rules.

Contractor shall describe the handling of emergency circumstances after hours, including policy violations.

Additional intake information is completed for each guest and kept in locked files. To protect guest confidentiality, data will be released from files only with a release of information signed by the resident, or by subpoena. All logs and files are subject to periodic review by the Contractor program supervisor and the DDHS Supervisor. Records will be available for review by program monitors and auditors. DDHS assumes guests will be discharged from the respite facility if the guest is:

- I. Presenting disciplinary problems; or
- II. Presenting unacceptable or violent behavior
- III. Using illegal drugs; or
- IV. Using alcohol.

Written policies and procedures shall address the following topics and ensure that all staff is trained in the following areas:

- I. First Aid
- II. Fire and emergency procedures, including use of fire extinguishers
- III. Guest confidentiality requirements
- IV. Program documentation requirements
- V. Guest complaint and grievance procedures
- VI. Lines of authority within the hotel/motel
- VII. Special needs of guests, including cultural awareness, mental health issues, chemical abuse issues, and intimate partner/domestic violence issues.

G. Access: There shall be controlled and limited access to the property, 24 hour monitoring and regular walk-throughs by staff. The utilization of one or more of the following security measures is required (security cameras, gates and/or a single point of entry into the property). The Operator of the facilities shall ensure that entrances, exits, steps and walkways are free of obstruction by litter, refuse, and/or laundry, ice, snow, and other hazards. They must ensure the building has adequate exits for the occupant load.

H. Transportation/Service: A practical location in terms of bus access and linkages with other services is required.

I. Length of Stay: It is expected that the length of stay in the respite program will range between 1 night (majority) – 3 nights (minority). Any extended length of stay must be pre-authorized by DDHS, with no stay lasting more than 30 days unless extreme

SCOPE OF WORK
Denver Rescue Mission
CE04013-03
Exhibit A-3

circumstances exist and have been communicated to and authorized by DDHS.

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 & 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 regulations, and DDHS policies are being met.

B. Reporting

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

Report # and Name	Description	Frequency	Report to be sent to:
1. Monthly Reports	Monthly report will detail daily census report occupancy chart; weekly census data and demographic information on the people they serve.	Once a month – Due with monthly invoice	Outreach Program Manager
2. Quarterly Reports	This report will include a cumulative report of the monthly data and will include the goals and objectives data included in Section III of this Scope of Work.	Due Quarterly – 15 days after the end of the quarter	Outreach Program Manager
3. Other reports as reasonably requested by the City.	To be determined (TBD)	TBD	

SCOPE OF WORK
Denver Rescue Mission
CE04013-03
Exhibit A-3

V. Budget Requirements

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

B.

Unit of Service 2014	Unit Price	Number of Units	Total
Room per night	\$40.00	4380	\$175,200
			-
TOTAL BUDGET	\$40.00		\$175,200

Denver Human Services will pay for units that are available each month of the contract, except due to maintenance as follows. 12 units have been budgeted for an entire year (12 units a day X 365 days a year X 4380 units total). DHS will pay for a unit if it is out of service for three days due to maintenance. If a unit is out of service for more than three days because of maintenance issues, DHS will not reimburse for the room fee for that night unless approved by the Outreach Program Manager.

VI. Other Requirements

1. Homeless Management Information System (HMIS):

- a.** The Contractor agrees to fully comply with the Rules and Regulations required by the US Dept of Housing and Urban Development (HUD) which govern the Metro Denver 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: SHP, S+C, Section 8 Mod Rehab, ESG, and HOPWA.
- 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 agree to collect and record MDHI/HUD required HMIS information (intake, exit, and annual updates) on each family applying for program participation into HMIS information for program participants must be entered into HMIS within five days of

SCOPE OF WORK
Denver Rescue Mission
CE04013-03
Exhibit A-3

providing a program or service to participants and must include program data elements for completing Annual Performance Reports (APRs) to HUD. HMIS should be used to document and provide information on any changes in the number of family members or changes in income. Using HMIS the contractor should, generate a details and summary APR on a quarterly basis for Denver Department of Human Services to demonstrate progress in meeting the goals and objectives of the grant.

- e. Technical assistance and training resources for HMIS are available to the Contractor based on requests by the Contractor and by periodic assessments of participation, compliance and accuracy of data collection. The contractor is required to participate in the HMIS Users Group meetings.
- f. The Contractor will be required to collect data on all homeless clients its organization serves and enter this data into the HMIS.
- g. Security - All workstations, desktops, laptops, and servers connected to the sub recipient's network or computers accessing the HMIS through a Virtual Private Network (VPN) must comply with the baseline security requirements. The sub recipient's HMIS computers and networks must meet the following standards:
 - Secure location
 - Workstation username and password
 - Virus protection with auto update
 - Locking password protected screen saver
 - Individual or network firewall
 - PKI-certificate installed or static IP address
 - Data Quality Standards
 - Sub recipients must maintain an overall program Data Quality completeness score of 95% or higher.
 - Sub recipients must enter HMIS data (program enrollments and services) into the system within five business days of the actual enrollment or service provided date.
 - *(City and County of Denver, Department of Human Services)* reserves the right to run Data Quality reports on sub recipient programs on a monthly basis.
 - *(City and County of Denver, Department of Human Services)* reserves the right to participate in on-site HMIS audits.
 - *(City and County of Denver, Department of Human Services)* reserves the right to conduct Data Timeliness tests on sub recipient programs in HMIS.
 - *(City and County of Denver, Department of Human Services)* reserves the right to run detailed APRs (displaying client-level data) and summary APRs (displaying aggregate-level data) as necessary to review and monitor contractor's program data quality and progress toward achieving annual program goals and outcomes for HUD APR requirements.

SCOPE OF WORK
Denver Rescue Mission
CE04013-03
Exhibit A-3

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 from Denver Department of Human of Human Services (DDHS).

3. Staff Changes:

If the Contractor has changes in staff that may affect the program outcomes or the processing of invoices, the changes should be reported to DHS within 30 days of the change.

4. 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 ongoing evaluation discussions and meetings.