

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **WARREN VILLAGE, INC.**, a not-for-profit corporation whose address is 1323 Gilpin Street, Denver, CO 80218 ("Contractor"), collectively "the parties".

WITNESSETH:

WHEREAS, the City and the Contractor entered into an Agreement dated March 7, 2011, as amended by an Amendatory Agreement dated December 9, 2011, and a Second Amendatory Agreement dated February 1, 2013, to provide housing and supportive services to homeless persons in the City and County of Denver under the City's Road Home program (together, the "Agreement"); and

WHEREAS, the City and the Contractor now wish to further amend the Agreement to extend the term for an additional year and increase the maximum contract amount for such extended term;

NOW, THEREFORE, the parties agree as follows:

1. All references to "...Exhibit A and A-1..." in the Agreement, as amended, shall be amended to read: "...Exhibit A, A-1, A-2, and A-3, as applicable...". The scope of work and budget marked as Exhibit A-3, attached to this Third Amendatory Agreement are incorporated by reference. Effective as of January 1, 2014, Exhibit A-3 will govern the services to be provided from January 1, 2014, until December 31, 2014.

2. Paragraph 2 of the Agreement, entitled "**TERM**", is hereby amended to read as follows:

"**2. TERM**: The Agreement will **commence on January 1, 2011, and will expire on December 31, 2014** (the "Term")."

3. Subparagraph a of Paragraph 3 of the Agreement, entitled "**Fee**", is hereby amended to read as follows:

"a. **Fee**: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement **Seven Hundred Ten Thousand Dollars and Zero Cents (\$710,000.00)** (the "Maximum Contract Amount"). Amounts billed may not exceed the budget set forth in **Exhibit A, A-1, A-2, or A-3, as applicable.**"

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

5. This Third Amendatory Agreement 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-CE11117-03

Contractor Name: WARREN VILLAGE

By: Sharon A. Knight

Name: Sharon A. Knight
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A-3 to Contract #CE11117-03
Warren Village
Scope of Work

I. Purpose of Agreement

The Denver Department of Human Services (DHS) working in partnership with Denver's Road Home to offer housing and supportive services to homeless persons in the City and County of Denver. DHS is working with qualified housing providers to offer new housing units to chronic and episodic homeless persons with incomes between 0 to 30% Area Median Incomes (AMI). Chronic homeless persons will be identified and referred to these housing resources by the Denver Outreach Collaborative. The housing units must be newly available to persons whose incomes are between 0 to 30% AMI. The priority of service will be offered to the homeless that are currently in the City's temporary emergency shelter.

The Contractor shall serve low-income, homeless women and single parent families by offering housing, case management, life skills classes and community development at First Step. The Contractor will serve those who have not qualified for the Traditional Warren Village Transitional Housing Program or have significant barriers to obtaining housing. Approximately 50 % of applicants at Warren Village do not meet the qualifications because they do not have a GED or high school degree, have an eviction, owe money to a property management company or are released felons. Although these applicants do not qualify for the 2 year transitional housing program at WV, they can be referred to First Step. First Step serves single women and families with significant barriers, including lack of GED/Diploma, evictions/money owed to collections, and criminal history.

The Contractor will continue to identify families for First Step. The effectiveness of the program at Warren Village First Step is strengthened through key program collaborations with The Gathering Place and The Empowerment Program. A Memorandum of Understanding (MOU) was created and signed between the three agencies to form a partnership in service delivery at Warren Village First Step. This MOU was created in 2007 and has been a verbal agreement between all involved parties since that time. The Gathering Place and The Empowerment Program equally provide referrals for the units for the single women and collaborate in the case management services for their clients housed at First Step.

The Contractor shall work with residents to secure GED's and/or resolve any criminal background issues, in anticipation of being eligible for transitional housing when available. Program participation goals will include paying rent, a minimum commitment of part-time work or school, goal setting and goal accomplishment, volunteer activity and case management. Funding will be used for supportive services, property management, staffing, and facility operations.

II. Program Goals & Outcomes

Goal	Outcome
Goal #1 Provide Permanent and Transitional Housing through the First Step program.	Maintain a 95% occupancy rate. 70% of 20 exiting residents will move to permanent housing after one year.
Goal #2 Provide Support Services. Transition First Step households into transitional programs within 18 months of initial occupancy.	First Step will provide housing for 32 residents, annually, with resources, Life Skills education, support services, and linkages that will help them work towards self-sufficiency and obtain permanent affordable housing.
Goal #3 Warren Village will provide housing, case management, community building activities and support services to residents at First Step. Emphasis will be placed on income and/or benefit acquisition, job or career training or job retention and/or advancement, financial education and permanent housing plans.	Monthly case management by agency staff, individual follow up as necessary, tracking using HMIS and agency database.
Goal #4 Warren Village will submit accurate and timely required invoices and reports in accordance to the requirement of this agreement. Submit monthly invoice request by the fifteenth day of each month.	100 percent of invoices and reports are received by the 15 th day of each month.

III. Services

- The Contractor will attend and complete, during the term of the Agreement, training sessions as scheduled and provided by the City through Denver Human Services concerning prohibitions against discrimination.
- The Contractor will continue to maintain the collection, security, maintenance and reporting to the City's required documentation. All data will be entered in a timely manner on a weekly basis, and the information will be entered into the HMIS. The contractor will continue to fully cooperate with the City's point-in-time survey efforts.

- 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.

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 *The Ten Year Plan to End Homelessness* in Denver.

- If units remain vacant for longer than two weeks, a waiting list may be created by DHS and Denver Collaborative Outreach staff to refer clients to the Contractor's *Property Manager*.
- *All homeless persons* receiving services from this funding must be given an optional release of information form that will help in the retrieval of information that will help determine future taxpayer cost and savings from the use of this funding.
- Abide by Fair Housing Laws.
- Maintain all tenant records in an organized and confidential manner and provide reasonable access to DHS as requested.
- Coordinate through the DHS Public Information Office via the DDHS Project Manager, any media interview requests regarding the specific program and/or topics directly related to this program or its tenants.
- Provide support in making presentations to lenders, City, and State Representatives to obtain support for property activities and programs.
- Ensure all safety requirements such as visible fire extinguishers and functioning fire alarms are monitored and checked on a monthly basis.
- Provide the identified services for the City under the support of the Denver Department of Human Services using best practices and other methods to effectively manage the funds and programs by fostering a sense of collaboration and communication.
- The case manager will review goal attainment weekly and payment of rent monthly. Participant progress will be reviewed monthly with the First Step Program manager and the Director of Family Services. The goal will be for participants to obtain a GED, take ESL classes, participate in mental health and substance abuse treatment, obtain mainstream benefits, obtain employment and develop a plan to repair credit issues. These goals are directed to help participants reduce barriers in obtaining and maintaining permanent housing.
- Warren Village will reconsider successful participants at First Step for the two year housing program at 1323 Gilpin Street. This will allow for the leveraging for transitional housing and the opportunity to develop more stability for a total of three years. The goal setting requirements such as, Life Skills classes, part-time activities and volunteering in the community, will allow these low-income, women and single parents to be actively involved in transforming their own lives and in obtaining permanent housing.

- Warren Village will assist tenants in obtaining permanent, affordable housing and obtain or increase income. Contractor will assist with income or mainstream benefits acquisition, maintenance or trouble-shooting and address issues affecting tenancy. Contractor will provide linkages to: mental health services; substance abuse services; health care services; benefit acquisition; employment counseling; educational classes as needed. Coordination of Life Skills programming in the areas of personal finance, next step housing; personal growth and family development. Contractor will support families involved with Child Protection Services (CPS) achieve reunification and successful compliance with treatment plans.
- The Contractor will provide a Case Manager who will be available to assist homeless women and single parent families. The Case manager will: focus on community support services and linkages; coordinate Life Skills programming, as appropriate; develop initiatives and activities that educate and build skills in good citizenship and community participation with all residents.
- The Contractor will provide a Program Manager who will be available to assist homeless women and single parent families. The Program Manager will: support and facilitate resident participation in all aspects of the program and housing requirements; monitor resident program progress and leasing concerns; complete necessary reporting requirements including assessments, intake, termination and progress reports; oversee facilities maintenance and upkeep; coordinate, schedule and supervise First Step program staff.

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 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

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

Report # and Name	Description	Frequency
Vacancy Report	This report will identify the length of time units are vacant.	Monthly
Support Services Report	This report will include the number of formerly homeless persons housed, length of occupancy, sources of income and amount, and employment status including duration of employment, type of employment and annual income.	Quarterly

V. Budget

- 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. Budget line items that exceed 10% of the approved budget by the City must be submitted in writing to DHS Contracting Services detailing the requested change and must demonstrate the need. Budget modifications must be approved by the City prior to Contractor expending any funds.

Contractor Name: Warren Village

Contact Name: David Kern, Jr.

Contract Term: 01/01/14-
12/31/2014

Program Name: First Step

Contact Number: 303-320-5054

INDIRECT COSTS	BUDGET FY 13	Budget Narrative Justification
ADMINISTRATION		
<u>Staffing</u>		
Administrative - Fees	\$6,827.00	Payroll administration, accounts payable, financial reporting, corporate management, DDHS invoice preparation.
Sub-Total	\$6,827.00	
<u>Other Administrative Costs</u>		
Office Expense - Supplies	\$1,025.00	Office Supplies, paper for office and client printer, toner for office and client printer, pens, pencils, paper, and similar expenses
Office Expense - Phone charges	\$2,140.00	2 fire alarm monitoring lines, 1 office line including, 1 fax line, internet
Professional Service Expenses	\$1,700.00	Computer Technical Support, Legal Consultation for matters related to lease violation and evictions, and other similar expenses.
Sub-Total (Other Costs)	\$4,865.00	
FACILITIES		
<u>General Operating and Overhead Costs</u>		
Facilities	\$24,269.00	Rent for First Step Facility (We expect a 3% increase starting in June 2014 – increase of \$420 from 2013)

Facilities - Utilities	\$13,000.00	Electric, Gas, Water, Trash Pick-up, Fire Alarm Monitoring, and similar expenses
Insurance	\$720.00	Liability and Property Insurance
Facilities - Maintenance	\$9,000.00	Operations and maintenance expenses, including minor repairs, supplies for repairs and general upkeep of property, landscaping, cleaning supplies, snow removal, pest control, and other similar expenses
Sub-Total	\$46,989.00	
Total Indirect Costs (not to exceed 50%):	\$58,681.00	
DIRECT COSTS		
Staffing		
Salary - Manager	\$42,840.00	First Step Program Manager
Salary – Advocate	\$35,700.00	First Step Family Advocate
Salary - Specialist	\$4,900.00	On-Call Hourly Staff - This will provide for a pool of on-call staff to help cover for staff sick time, vacations, and provide additional support for classes and events (increase from 2013 to reflect increased depth of program and need for additional support for parenting & children’s programming.
Salary - Taxes	\$8,196.00	FICA and Medicaid
Salary - Fringe	\$9,308.00	workman's compensation, Warren Village Contribution to Life, LTD, and health insurance
Sub-Total	\$100,944.00	
Client Services		
Client Exp - Client Support Services	\$7,000.00	Client bus passes, bus tokens, fuel gift cards, background checks, laundry assistance, replacement of damaged beds, cribs and mattresses, diapers, wipes, hygiene items, dishes and other household items for common kitchen, fans/heaters for resident units, community garden supplies, community craft projects, toilet paper and soap for shared restrooms and kitchen, and other similar expenses.
Client Exp - Food	\$4,000.00	Groceries and supplies to provide up to 32 residents with a meal up to 4 times/month, depending on scheduled life-skills classes and resident meetings
Client Exp - Education, Employment, and Training Support	\$215.00	All costs associated with education, training and employment preparation support such as books, licensing and/or testing fees, materials, vocational equipment and tools, uniforms, union dues. This line item excludes tuition costs and excludes general client clothing support. (decrease from 2013 to reflect actual use in this category)

Client Exp - Gift Cards	\$900.00	Limited assistance to residents in the form of gift cards (e.g. Safeway, King Soopers, Target, Wal-mart, etc).
Client Exp - Incentives	\$400.00	Incentives given to residents and resident children for positive results within program, e.g. rewards for good services, prizes for exceptional program participation.
Client Exp - Substance Abuse Treatment	\$1,440.00	Weekly and Monthly Random Urinalysis for up to 13 adult residents. (decrease from 2013 to reflect average monthly statement of \$120)
Mileage Expense	\$2,000.00	Mileage reimbursement for staff transporting clients, food and supply pick up, meetings at Warren Village Main Office, and other mileage (increase from 2013 reflective of increased errands & client appointments)
Client Exp - Telephones	\$1,920.00	Resident telephone line and internet expenses.
Sub-Total (Client Service):	\$17,875.00	
Total (Direct Services):	\$118,819.00	
TOTAL BUDGET	\$177,500.00	

VI. 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 dependent 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 or formerly homeless person.

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 Employment and Youth and Families subcommittees meetings.

5. 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.