

## FOURTH AMENDATORY AGREEMENT

This **FOURTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **OPERATION HOPE INC**, a Georgia nonprofit corporation whose address is 191 Peachtree Street, Atlanta , Georgia 30303 (the “Contractor”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into Revival and Fourth Amendatory Agreement dated December 18, 2018, a First Amendatory Agreement dated April 2, 2019, a Second Amendatory Agreement dated April 1, 2020, a Third Amendatory Agreement dated April 22, 2021 (collectively, the “Agreement”) where Operation Hope will continue to provide financial coaching and FEC related services for the Office of Financial Empowerment & Protection.

**B.** The Parties wish to amend the Agreement to extend the term and increase the maximum contract amount.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. All references to “...Exhibit A, A-1, A-2, A-3...” in the Agreement shall be amended to read: “...Exhibit A, A-1, A-2, A-3 and A-4...” as applicable. The scope of work marked as **Exhibit A-4** attached to this Fourth Amendatory Agreement is hereby incorporated by reference.

2. Article 3 of the Agreement entitled **TERM:** is hereby deleted in its entirety and replaced with:

“**3. TERM:** The Agreement will commence on October 1, 2018 and will expire on December 31, 2023 (the “Term”). Subject to the Director’s prior written authorization, 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 Director.”

3. Article 4 of the Agreement entitled **COMPENSATION AND PAYMENT** is hereby deleted in its entirety and replaced with:

“4. **COMPENSATION AND PAYMENT:**

(d) **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FIVE HUNDRED FIFTY-NINE THOUSAND FOUR HUNDRED FIFTY ONE AND NINETY FIVE (\$559,451.95)** (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-4. Any services performed beyond those in Exhibit A-4 are performed at Contractor’s risk and without authorization under the Agreement. .”

4. Section 19 of the Agreement, entitled **NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:** is amended to read as follows:

**“19. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION 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 a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

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

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required 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 subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a

worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a 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.

c. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any 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 the Contractor from submitting bids or proposals for future contracts with the City.

5. Article 22 of the Agreement, entitled “**NO DISCRIMINATION IN EMPLOYMENT:**” is amended to read as follows:

22. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

6. As herein amended, the Agreement is affirmed and ratified in each and every particular.

7. This Fourth 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.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Contract Control Number:** HRCRS-202262307-04; ALFRESCO-201845671-04  
**Contractor Name:** OPERATION HOPE INC

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:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

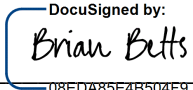
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By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

HRCRS-202262307-04; ALFRESCO-201845671-04  
OPERATION HOPE INC

By:   
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Name: Brian Betts  
(please print)

Title: President, Chief Financial Officer  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

Exhibit A-4

**Operation Hope -Financial Empowerment Centers – SCOPE OF WORK**

**Previous Term: 10/1/2018 – 1/31/2022**

**New Term: 10/1/2018 – 12/31/2023**

**Current Request Amount: \$204,000**

**Previous Total Amount: \$355,451.95**

**New Total If Executed: \$559,451.95**

**1.0 SCOPE:** The Contractor shall provide financial coaching and related services to the operation of the Denver Financial Empowerment Center (FEC) on behalf of the Office of Financial Empowerment and Protection (OFEP). Contractor shall comply with the direction of the City to ensure effective service delivery and, when agreed to by the parties in writing, program modifications, as needed.

**2.1 SERVICES**

**a. One-on-One Financial Coaching**

- i. Provide one-on-one financial coaching at mutually agreed upon site(s).
- ii. Sites are subject to change according to the needs of the program, community and available funding, and when agreed to by the parties in writing.
- iii. Contractor will coordinate with the OFEP and site partner to determine how FEC sites are staffed, including deciding upon which staff member works at the location and how to allocate staff time. Funding, site partner needs, client needs, and Contractor needs will all be considered in the final staffing of sites. The OFEP has final approval on Contractor's proposed staffing of sites.
- iv. "One-on-one financial coaching" is defined as a meeting between a financial coach and client that lasts a minimum of 30-minutes and helps a client towards achieving an outcome. Coaching can be done via a conference call with the client as long the coaching session lasts a minimum of 30-minutes and is conducted in private area that allows the coach and the client to speak freely and maintain confidentiality.
- v. Collect, track and enter comprehensive data on clients at intake and for subsequent coaching sessions using Change Machine (City of Denver's system) and HOPE's Case Management System (Operation Hope's system), according to the intervals below as directed by OFEP. The following assessments shall be conducted:

## Exhibit A-4

Assessment	Timing	Data Documentation
Intake with demographics and financial questions	Conducted during the 1st session	Entered into HOPE's Case Management System and Change Machine
Follow up coaching session	Within 3 months of the initial coaching session	Follow up appointment requests are tracked in HOPE's Case Management System and Change Machine when the client is reached and follow up sessions completed are also tracked.
Financial Capability Scale	Conducted during 1 <sup>st</sup> session	
Follow-up Financial Capability Scale	Within 3 months of the initial FCS completed; and within 3 months following each subsequent assessment, for as long as a client continues to work with a coach.	
Credit Report	Credit reports may be pulled if the client wishes and signs the CR Authorization	Credit score entered into HOPE's Case Management System and Change Machine
Credit Report Follow-up	Credit may be pulled every 6-months while client is an active client with CR Authorization	Credit score entered in to HOPE's Case Management System and Change Machine

**b. Group Coaching**

- i. “Group Coaching” means the provision of coaching in a group setting. Group Coaching qualifies as multiple individual coaching sessions if a coach provides appropriate information, advice and guidance, specific to the needs and financial situation of each participant tracked during the session, and the coach to client ratio does not exceed 1:8. Each participant in Group Coaching should work towards accomplishing one outcome.
- ii. Provide Group Coaching sessions as part of the overall scope, provided the total number of coaching sessions conducted in a group does not exceed 10% of all client sessions in a year.

**c. Outreach**

- i. Contractor will participate in twelve or fewer “outreach activities” on behalf of the OFEP. These may include but are not limited to the following events:

## Exhibit A-4

1. Cabinet in the Community (quarterly)
  2. Senior Fair
  3. Denver Housing Authority Fair
  4. Regional Economic Mobility Summit
  5. Mexican Consulate presentations
- ii. “Outreach activities” are defined as events promoting awareness of FEC services and may require attendance in the evenings and/or weekends. OFEP will provide a minimum of three-weeks advance notice for all required outreach activities to avoid service disruption and scheduling conflicts for contracted staff.

**d. FEC Site Partner Coordination**

- i. Create and maintain a coaching schedule that outlines the coaches assigned to each site and the general hours of operation at each site. Any proposed changes to the regular coaching schedule must be approved by OFEP before communicated to site partners or the general public.
- ii. Coordinate and train FEC site partners to identify and refer clients that will benefit from FEC services.
- iii. At the invitation of the OFEP Program Manager, contractor agrees to attend quarterly meetings of the site partners to discuss program implementation.

**e. FEC Integrations**

- i. Collaborate with OFEP to support the OFEP Energy Efficiency integration.
- ii. Provide outreach, referrals, education, screening and enrollment support to FEC clients for the following programs and using the EOC EE Screening Flow Chart: Low-Income Energy Assistance (LEAP), Energy Outreach Colorado grants, Crisis Intervention, Weatherization Assistance, Colorado’s Affordable Residential Energy and Heatwave.
- iii. When appropriate, provide energy behavior coaching to clients receiving financial coaching which may include:
  - a. Energy bill basics
  - b. Identification of no cost savings opportunities to address in the home
  - c. Track and document in HOPE's Case Management System or Change Machine all outcomes for energy efficiency services.
- iv. Collaborate with OFEP to support the Bank On Denver/FEC integration as follows:
  - a. Work with OFEP to provide referrals for safe, affordable banking products to FEC clients that are unbanked or underbanked.
  - b. Work with local banking partners to schedule banking appointments for FEC clients.
  - c. Work with OFEP and local banking partners to track and collect banking data.

**3.1 SERVICE DELIVERY**



## Exhibit A-4

**a. Staffing**

- i. Identify a Program Manager or Supervisor who will be the main point of contact between the Contractor and OFEP for implementation, management and service delivery issues.
- ii. Hire, retain, supervise and provide staffing to support program implementation, evaluation and reporting as follows:
  - a. 1 FTE Financial Coaches
- iii. All financial coaches will possess at least a Bachelor's degrees from an accredited school and two (2) years of work experience with some background in finance, financial education, counseling/coaching, social work, teaching or other related fields. Related professional experience may be substituted for education qualifications.
- iv. Contractor shall notify OFEP of any changes in staffing.
- v. Contractor will submit staffing assignments to OFEP for approval. Contractor must submit staffing changes to OFEP for approval, prior to making changes. Contractor shall ensure that managerial staff participates in regular calls and quarterly reviews initiated by the OFEP to discuss progress toward achieving outcomes, program modifications needed, and barriers to success.
- vi. Coach shall respond to customers calls and emails who have been identified and assigned to the coach through the FEC call center phone number (720-944-2498) and email address [fec@denvergov.org](mailto:fec@denvergov.org). When responding, coach will identify as City and County of Denver Office Financial Empowerment Center – Operation Hope.
- vii. Contractor shall identify itself as the 'Financial Empowerment Center' and HOPE Inside when responding to emails and calls regarding Financial Empowerment Centers from the general public.
- viii. Provide one-on-one coaching on the days and at the hours agreed upon. Contractor will offer hours in the evenings and/or weekends on an as-needed basis, as agreed to in advance in writing by OFEP, Contractor, and the site partner.
- ix. Any proposed changes to the coaching schedule by Contractor shall be approved by OFEP before communicated to site partners or the general public.

**b. Training**

- i. Financial coaches will complete training on the following topics within three months of becoming employed as an FEC Coach, unless otherwise indicated in writing. If a specified training opportunity is unavailable within the three-month time frame, it will be scheduled at the next earliest available date.
  - a. FEC Coach Training
  - b. Motivational Interviewing
  - c. Financial Empowerment for Case Managers
  - d. HOPE's Case Management System or Change Machine
  - e. Bank On Denver
  - f. Energy Efficiency program

## Exhibit A-4

- ii. Contractor will ensure that its FEC staff participate in training on HOPE's Case Management System or Change Machine for FEC to ensure staff is updated on the latest database features and data entry processes.
- iii. Contractor shall participate in professional development and/or other cross-training to support program evaluation and FEC integrations as requested by OFEP (approximately 1 per quarter). Dates and times of training will be negotiated with Contractor in advance of scheduling.
- iv. Coordinate with the OFEP on national partnerships and training opportunities.

**c. Facilities and Equipment**

- i. Coordinate with OFEP on the logistics needed to support financial coaching at multiple sites across the city. Any facility problems, including but not limited to access and space should be directed to OFEP.

**d. Marketing and Communications**

- i. Contractor shall follow the guidelines set forth in the FEC Communications and Branding guidelines to be provided and updated periodically by OFEP. OFEP agrees to provide Contractor with each updated version of the FEC Communications and Branding Guidelines within two (2) business days of publication, along with a summary of any pertinent information that has changed.
- ii. Contractor shall refer to the "Financial Empowerment Center" pursuant to the FEC Communications and Branding Manual, in all publications materials that are developed for the purpose of delivering or representing FEC services.
- iii. Contractor shall submit to the OFEP for approval, prior to use, any FEC material for publication through any medium of communication, at any time, either during or after completion or termination of this agreement. This includes any reference to data and/or the results of the FEC that may be shared in grant reports, annual reports or impact statements.
- iv. Neither Contractor nor any of its employees, servants, agents or independent contractors shall make statements about the FEC to the press without prior approval by OFEP.
- v. Contractor will work with OFEP to document client success stories and will secure the necessary client permissions. OFEP will provide a minimum of ten (10) days notice when requesting client success stories.
- vi. Contractor will use training materials provided by the OFEP and/or those developed by the Contractor that are approved by the OFEP when training Contractor's FEC staff on topics included in section 3.B(i) of this scope.

**e. Collaboration with OFEP**

- i. There will be ongoing contact between the Contractor and OFEP to keep each other informed of changes and progress through verbal, written and electronic communication.
- ii. Contractor is required to meet monthly with OFEP. This regular meeting will include both the program manager and any other management that Contractor determines need to attend. This regular monthly meeting will be initiated and

## Exhibit A-4

scheduled by OFEP staff at least two (2) weeks in advance, and Contractor will not be deemed to be in violation of this provision if OFEP fails to schedule the meeting, or fails to schedule it and give Contractor written notice of it at least two (2) weeks in advance.

- iii. Contractor shall work with OFEP, prior to seeking any FEC funding from city agencies as all city funds for the FEC shall be directed through OFEP.

**f. Evaluation**

- i. Contractor will work with OFEP to monitor and evaluate the service delivery against projected program outcomes.
- ii. Contractor utilize HOPE's Case Management System and Change Machine, a client management and information system that will be used to collect, track, analyze and generate data reports on clients at intake and all subsequent coaching sessions.
- iii. HOPE's Case Management System will be hosted and maintained by Contractor in collaboration with OFEP.
- iv. Contractor agrees to enter client data into HOPE's Case Management System and Change Machine on a weekly basis to keep client data up to date.
- v. Contractor shall upload all client documents into HOPE's Case Management System and Change Machine.
- vi. Clients will be asked to complete a post-first session survey and any results will be shared with the FEC quarterly.
- vii. With advance notification when feasible, contractor agrees to participate, subject to availability, in additional monitoring and evaluation activities, including but not limited to: learning networks, site visits, surveys, interviews, focus groups, administrative records review, and to support other data collection and evaluation strategies.
- viii. Contractor shall not enter into any agreement for evaluation of FEC services or clients without prior consent and approval by the OFEP.
- ix. Submit the following reports:

Report	Due Date	Data Required
<b>FEC</b>		
Quarterly Data Report	25 <sup>th</sup> day of month following Quarter close	Template has been provided
Quarterly Narrative Report	25 <sup>th</sup> day of month following Quarter close	Template has been provided
Quarterly Budget Report with Narrative	10 <sup>th</sup> day of month following Quarter close	Template has been provided
Monthly client and data outcomes Report with Supporting Activities	10 <sup>th</sup> day of the Month for the previous month	Template has been provided
Annual Report which represents a compilation of the quarterly reports.	25 <sup>th</sup> day of January for the previous year	Same as Quarterly but in annual form

## Exhibit A-4

Monthly TANF report	10 <sup>th</sup> day of the month for the previous month	Template has been provided
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**g. Client Confidentiality and Data Collection**

- i. Maintain client confidentiality in accordance with clients' signed Confidentiality Forms.
- ii. Keep all client data within the secure limited-access network, maintained by HOPE's Case Management System and Change Machine. Client data backups of the entire database should not be downloaded to hard drives of individual computers or portable storage devices.
- iii. Contractor shall ensure that each FEC Coach employed by the Contractor shall explain the data sharing and data collection policies of the FEC to each client and obtain a signed Confidentiality Form from each client.
- iv. Contractor shall use the OFEP approved client Confidentiality Form to secure the client's release of data and information. Any changes to this form must be submitted to OFEP for approval by the City's attorney.
- v. Contractor shall provide at least one secure locking cabinet per site that is accessible only to the site managers and FEC staff.
- vi. Contractor agrees that the client database in HOPE's Case Management System and Change Machine will not be used by anyone other than Contractor staff and for official business-related activities only.
- vii. Contractor will ensure that all paper documents with personally identifiable information will be stored in locked file cabinets with access limited to FEC staff only. Financial coaching records, including sensitive financial information must be kept in a locked drawer/cabinet separate from other Contractor client information. Any unnecessary documents containing Personally Identifiable Information shall be shredded using a cross cut paper shredder. Personal Identifiable Information includes, but is not limited to: social security numbers, full names, telephone numbers, addresses, email addresses, dates of birth, and financial account numbers.
- viii. Contractor will use standard database security practices, which include: using strong passwords to limit access; changing passwords at least quarterly; and not sharing passwords with other employees or by storing passwords where others may access them.
- ix. Contractor will limit the ability of non-FEC staff to view data by locking, turning off or logging out of computer systems when not in use. This shall include setting security systems to automatically lock with a screen saver at frequent intervals, not more than ten minutes.
- x. Contractor will protect computers and other network devices that can be used to access client data with anti-virus and anti-spyware malware protection software, a firewall, and timely installation of Windows "patches." It is the responsibility of the Contractor to correct any data entry errors, including incomplete or missing data.

Exhibit A-4

**h. Performance Outcomes**

- i. Performance outcomes are based on the contract service period, beginning February 1, 2022 through January 31, 2024.
- ii. Contractor is responsible for notifying the OFE of problems that negatively affect Contractor's ability to carry out its functions and duties and work with OFE to come to a resolution.
- iii. Contractor shall make every reasonable effort to ensure consistent delivery of services during staff transitions. Upon request by the Contractor, OFE will consider adjustments to program deliverables due to extenuating staffing circumstances.
- iv. Contractor shall meet the following performance outcomes as described below:

## Exhibit A-4

## ACTIVITIES (that lead to outcomes)

Activity	1 year/2 years	Definition
# of unique clients served	200 / 400	
# of services delivered	660/1330	New. coaching + group ed.
# of 1:1 coaching sessions (Outcome = Fin. Knowledge Gained)	230 / 460	
Average # of coaching sessions per client (range)	2-5	
# of group education services (Outcome = Fin. Knowledge gained)	430 / 870	
Clients will gain access to improved banking products through bank referrals as needed (outcome: improved fin networks)	No goal bc of no-steering regulation but we will report on this	

## OUTCOMES

*February 1, 2022 - January 31, 2024*

Outcome	1 year/2 years	Definition/Notes
% of clients who see a savings reduction	70 - 100%	This outcome is in a 2022 KPI aligned with our new ToC. It will be available via Dynamics by April
% of clients who see a debt reduction	50% - 65%	This outcome is in a 2022 KPI aligned with our new ToC. It will be available via Dynamics by April
Avg. Credit Score Change (Outcome =changed fin conditions through ed.)	(+) 20 - 30 points	

## Exhibit A-4

% of clients who reach above a 660 credit score (Outcome =changed fin conditions through ed.)	25 - 35%	This outcome is in a 2022 KPI aligned with our new ToC. It will be available via Dynamics by April
Clients will gain access to capital (outcome: improved fin networks)	1-10 mortgage loan applications	ADDED as new KPI

**Budget**

Contractor will be compensated in accordance with the following budget not to exceed a total of \$204,000.00 (\$102,000 per year).

		2022	2023	
		Year 1	Year 2	TOTAL
Budget Categories				
Salaries & Wages				
Financial Coach	100%	55,650.00	56,600.00	112,250.00
Manager	12%	9,000.00	9,000.00	18,000.00
HRII Analyst	10%	6,000.00	6,000.00	12,000.00
<b>Subtotal Salaries</b>		<b>70,650.00</b>	<b>71,600.00</b>	<b>142,250.00</b>
Fringe 22%		15,543.00	15,752.00	31,295.00
<b>TOTAL PERSONNEL COSTS</b>		<b>86,193.00</b>	<b>87,352.00</b>	<b>173,545.00</b>
Other than Personnel Services Costs				
Supplies		2,848.02	2,639.02	5,487.04
Communication		1,140.00	1,140.00	2,280.00
Equipment		950.00		950.00

## Exhibit A-4

Education/Training		600.00	600.00	1,200.00
Travel/Mileage		576.67	576.67	1,153.34
TOTAL OTHER COSTS		6,114.69	4,955.69	11,070.38
<b>SUBTOTAL</b>		<b>92,307.69</b>	<b>92,307.69</b>	<b>184,615.38</b>
Indirect Rate	10.5%	9,692.31	9,692.31	19,384.62
<b>TOTAL</b>		<b>102,000.00</b>	<b>102,000.00</b>	<b>204,000.00</b>