

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 **SECOND CHANCE CENTER, INC.**, a Colorado nonprofit corporation, whose address is 224 Potomac Street, Aurora, Colorado 80011 (the “Consultant”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Agreement dated April 24, 2024, (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, update paragraph 18-Notices, update the scope of work exhibit, and update the certificate of insurance exhibit.

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

1. Section 3 of the Agreement entitled “**TERM:**” is hereby deleted in its entirety and replaced with:

“**3. TERM:** The Agreement will commence on **March 1, 2024**, and will expire on **September 30, 2026**, (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Consultant 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 Executive Director.”

2. Section 18 of the Agreement entitled “**NOTICES:**” is hereby deleted in its entirety and replaced with:

“**18. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Consultant at the address first above written, and if to the City at:

Executive Director of Public Health and Environment or Designee
201 W. Colfax Avenue, Suite 800
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.”

3. **Exhibit A** is hereby deleted in its entirety and replaced with **Exhibit A01, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** are changed to **Exhibit A01**.

4. **Exhibit C** is hereby deleted in its entirety and replaced with **Exhibit C01, Certificate of Insurance**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit C** are changed to **Exhibit C01**.

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

6. This 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 REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

[SIGNATURE PAGES FOLLOW.]

Contract Control Number: ENVHL-202684850-01 | ENVHL-202472271
Contractor Name: SECOND CHANCE CENTER 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:

By:

Contract Control Number:
Contractor Name:

ENVHL-202684850-01 | ENVHL-202472271
SECOND CHANCE CENTER INC

By:  Signed by:
A3A71C04FD354D7...

Name: Khalil Halim
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A01 - SCOPE OF WORK

AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT AGREEMENT

Second Chance Center, Inc.
March 1, 2024 - Sept 30, 2026

1. SCOPE OF SERVICES

The Subrecipient will use the funds to provide a High Intensity Team (HIT) of care management specialists at Second Chance Center in the City, based at the Denver City & County Jail, to serve people with serious mental illness or severe and persistent mental illness. These funds will be utilized in accordance with the policies and procedures established by the Subrecipient for this program.

The Subrecipient shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement in accordance with all applicable federal, state, and local requirements, laws, regulations, executive orders, policies, and procedures.

The Subrecipient shall respond to and correct any deficiencies in performance and conformance to federal, state, or local laws, requirements, regulations, executive orders, policies, and procedures, when those deficiencies are identified by the Pass-Through Entity and brought to the attention of the Subrecipient.

The Subrecipient may not obligate the Pass-Through Entity, except as required by law or regulation. The Subrecipient may not pledge the full faith or credit of the Pass-Through Entity, or make any contract, lease, or purchase in the name of the Pass-Through Entity.

Nothing in this Agreement shall in any manner restrict the Subrecipient from contracting with other public and private entities to perform work and provide services in accordance with its corporate mission.

2. ADMINISTRATIVE CONSIDERATIONS

Where policies of the Subrecipient differ from those of the Pass-Through Entity, such as travel reimbursement, fringe benefits, indirect costs, etc., the policies of the Subrecipient shall be applicable to cost incurrences under the Agreement provided such policies comply with awarding agency regulations.

3. REBUDGETING AND PRIOR APPROVAL

Subrecipient is permitted to re-budget direct costs, if necessary, as described in the uniform guidance (§200.308) to better reflect spending requirements, subject to the Pass-Through Entity's written approval, and subject to the federal awarding agency's policy and the uniform grant guidance that would define requirements for prior written approval (§200.407) before implementation.

4. EQUITABLE OUTCOMES

The Subrecipient shall comply with the Pass-Through Entity's efforts to measure and promote equitable outcomes in the use and distribution of funds. The Subrecipient shall assist as required in monitoring and reporting to the Pass-Through Entity's outcome goals and shall administer the



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AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT AGREEMENT

program to foster equitable outcomes by, including but not limited to, fostering awareness of the program, and promoting equitable access to and distribution of resources.

5. RISK ASSESSMENT, SPECIFIC CONDITIONS AND REMEDIES

The Pass-Through Entity has conducted a risk assessment as required by §200.332(b) and determined the Subrecipient's level of risk as [low, moderate, high – select]. Risk assessments may be repeated throughout the project period after scheduled reports, audits, unanticipated issues or other adverse circumstances that may arise. The Pass-Through Entity may require specific conditions (§200.208) to be noted in the sub-award agreement, including but not limited to: correction of prior audit findings, monthly reporting or other specific conditions until the Subrecipient is eligible for a low risk rating, at which time the specific condition(s) may be removed and the award instrument amended. In the event of noncompliance or failure to perform, the Pass-Through Entity has the authority to apply remedies, as defined in the uniform guidance (§200.339), including but not limited to temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the Subrecipient, debarment or other remedies including civil and/or criminal penalties, as appropriate (§200.332(h)). The Pass-Through Entity may also consider whether the monitoring results of Subrecipient necessitate adjustments to its own record (see §200.332(g)).

6. PERFORMANCE INDICATORS

The Subrecipient shall establish and implement performance indicators to evaluate all aspects of the program, including the implementation, progress, and achievement of set goals and outcomes. The Subrecipient shall assist the Pass-Through Entity in the preparation of reports concerning the performance indicators and shall participate in program evaluations as required.



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7. GENERAL INFORMATION – Second Chance Center, Inc.

Subrecipient Unique Entity Identifier (UEI) Number: KJNKCLHLJJZ6

Legal Subrecipient name : Second Chance Center, Inc.

(must match registered name associated with its Unique Entity Identifier in SAM.gov):

Federal Award Identification Number (FAIN): N/A

Pass-Through Entity may have a subaward number (optional): N/A

Federal Award to City Date: March 21, 2021

Subrecipient Period of Performance Start and End Dates: 3/1/2024 – 09/30/2026

Subrecipient Budget Project/Program Start and End Date: 3/1/2024 – 09/30/2026

Total Amount of Federal Funds Obligated by City action to the Subrecipient: \$1,000,000

Total Amount of ARPA funds awarded to Subrecipient: \$1,000,000

Subrecipient Project/Program Title: Second Chance Center in the City High Intensity Team Project

Name of Federal Awarding Agency: U.S. Treasury

Name of Pass-Through Entity: City of Denver

Contact Information: Rorke, Marion - DPHE Access to Care Manager; Marion.Rorke@denvergov.org; 720-422-1617

Federal Assistance Listing Number: CFDA # 21.027

Type of Award: Program or Research (R&D): Program

Indirect Cost Rate: N/A

Total Approved Cost Sharing or Matching, where applicable: N/A



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8. PROGRAM SERVICES AND DESCRIPTIONS

The Provider will be granted funds to provide the following services:

The HIT program at SCCIC will provide intensive office-based and community support services for the approximately 10% of clients with serious mental illness or severe and persistent mental illness. HIT uses a progressive engagement service delivery model that will increase the amount and intensity of care for the high needs individuals enrolled. These individuals will be assigned a dedicated care manager and a licensed clinician to help them gain stability within the community. HIT will offer the following services:

- SOAR trained care managers for benefits acquisition.
- Psychoeducation groups
- Community accompaniment and transport
- Community development/mentoring groups
- Non-traditional recovery groups (i.e. art therapy, meditation, yoga, acu-therapy)
- Family-oriented support groups with onsite childcare
- Culturally responsive and linguistically relevant services
- Aftercare follow-up program for up to 1 year after discharge

The SCCIC HIT team will work closely to ensure the best fit for each client-partner, as follows:

- Intake. The behavioral health navigators will provide immediate assessment and intervention.
- Immediate intervention and short-term behavioral health care onsite at SCCIC.
- Care Transition – includes provider visits to SCCIC and BHN accompaniment to providers in the community.
- Individual Service Plan (ISP).

Other services as needed include

- Health care referrals and Medicaid qualification
- Documentation - social security cards, birth certificates, SNAP and other government benefits. We also assist with drivers licenses.
- Housing assistance
- One-on-one and group mentoring
- Employment – training and referrals
- Immediate/emergency needs – food, clothing, hygiene items, etc.

Outcomes:

We expect to serve about 100 per year once fully ramped up: 60 in Year One (10 months); 100 in Year Two with two key outcomes:

1. By providing intensive behavioral health and care management services we will be able to increase stability in the community for high-acuity participants as measured by tracking stable housing, employment, benefits acquisition, and reduced criminal justice system contact.
2. We will see a reduction in recidivism for this high acuity population or an increase in the number of days between offenses; 70% or more will remain in the community without further instances of being in custody, reducing recidivism rate to 30% or less.



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9. PROGRAM LOCATIONS:

The Provider will serve the following neighborhoods: Services are provided for people leaving the Denver Downtown Detention Center & Downtown County Jail at 1391 Delaware Street.

10. MONITORING PLAN AND REPORTING

Monitoring activities may include, but are not limited to:

- Checking online repositories such as SAM.gov, the FAC and other data analytics to ensure subrecipient entities are not debarred from doing business with the federal government or currently engaged in legal proceedings at the federal, state or local level that would jeopardize completion of ARPA approved project.
- Following subrecipient coverage in public media including TV news, printed news, website information, social media, etc.
- Reviewing subrecipient single audits or arranging for agreed-upon procedures engagements, as appropriate.
- Conducting of Risk Assessment by the Pass-Through Entity on each Subrecipient prior to commencement of proposed project/program and receipt of federal funds.
- Scheduling on-site visits or remote desk reviews of subrecipients to ensure compliance to ARPA and City terms of Agreement.
- Reviewing Subrecipient reimbursement requests and progress reports to ensure compliance to ARPA and City terms of Agreement.
- Requiring prior written approval for certain activities, costs or specific conditions to support eligible expense classification under ARPA.
- Reviewing third-party evaluations, as appropriate.
- Providing technical assistance and training to Subrecipients upon request.
- Completion of telephone consultations and other means of communication such as emails, virtual calls.

11. MONITORING AND REPORTING

The Pass-Through Entity may monitor Subrecipient to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved, as required by §200.332(d). The Pass-Through Entity may monitor Subrecipient and identify any failures in the administration and performance of the award. The monitoring plan can also serve to identify whether Subrecipient needs technical assistance. In addition to program performance, the Pass-Through Entity may monitor financial performance as required by §200.332(d)(1). Monitoring may be used to document allowable and unallowable costs, time and effort reporting and travel. Monitoring also may be used to follow up on findings identified in an earlier monitoring visit, from document reviews, or after an audit to ensure that Subrecipient took corrective action (§200.332(d)(2)). As appropriate, the cooperative audit resolution process may be applied.

The monitoring plan may include on-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance, and informal monitoring such as email and telephone interviews. The Pass-Through Entity may also issue management decisions for applicable audit



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findings as required by §200.521 (§200.332(d)(3)). For reporting, the uniform guidance requires that Pass-Through Entity and Subrecipient use OMB-approved government-wide standard information collections when providing performance information and data in reports. A sample of monitoring activities is included in Attachment III.

REPORTING

The Provider will be responsible for reporting on program outputs and outcomes.

The table below summarizes reporting activity and due dates. The dates and or frequency may be subject to change.

Report # and Name	Description	Due Date	Reports to be sent to:
6 Month Progress Reports	Progress Reports will be due every 6 months from start of contract term. A template will be provided by DDPHE to complete.	6 months from start of term	DDPHE Program Manager
Close Out Report	Final Close Out Report (including 3-5 photos, if applicable)	No later than 2 weeks after the end of term	DDPHE Program Manager
Other reports as requested	To be determined (TBD)	TBD	TBD

12. INVOICE

Invoices must be provided on the DDPHE ARPA Invoice Form that will be provided to each sub-recipient.

- Every expense covered with ARPA funds must have documentation to
 - identify the expense (what is being paid for)
 - proof of purchase (receipts, timesheets, contract & contractor invoices, etc.)
 - proof the expense was paid (check, EFT, credit card statement showing charge and payment of the credit card)



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13. PAYMENTS

Invoices and reports shall be completed and submitted to Marion.Rorke@denvergov.org on or before the 15th of each month following the month of services rendered.

Examples of what invoices should include, as applicable:

- Expenditures by date transaction and description of each. In the case of behavioral health this would best include an attachment to the invoice - for example if the providers is providing counseling services a list by date of service, session cost and some type of patient/client number (but no identifier information)
- Timesheets or time report
- An earnings statement to show total hours worked, deductions, taxes paid, and check # or EFT transfer to pay the employee.
- If ARPA funds are used for only a portion (%) of the employee's time, an ARPA Payroll Allocation form must be completed.
- An invoice reflecting expense for supplies, equipment, rent, utilities, etc. should also have attached those receipts, copy of utility bills, etc.

