

AMENDATORY AGREEMENT

THIS 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 **COLORADO COALITION FOR THE HOMELESS**, a not-for-profit corporation, whose address is 2111 Champa Street, Denver, Colorado 80205 (the “Contractor”), collectively “the parties”.

WITNESSETH:

WHEREAS, the City and the Contractor entered into an Agreement dated September 22, 2009, to provide financial assistance, housing relocation, and support services to prevent homelessness (the “Agreement”); and

WHEREAS, the City and the Contractor now wish to amend the Agreement to increase the maximum contract amount and modify certain other terms of the Agreement as set forth in more detail below;

NOW, THEREFORE, the parties agree as follows:

1. Effective as of the date shown on the City’s signature page below, all references to “...Exhibit A...” in the Agreement, as amended, shall be amended to read: “...Exhibit A and A-1, as applicable...”. The scope of work and budget marked as Exhibit A-1, attached to this Amendatory Agreement are incorporated by reference. Effective as of the date shown on the City’s signature page below, Exhibit A-1 will replace and supersede Exhibit A in its entirety and will govern the services to be provided for the term of September 30, 2009, until July 16, 2012.

2. Subparagraph A of Paragraph 3 of the Agreement, entitled “**Fees and Expenses**”, is hereby amended to read as follows:

“A. **Fees and Expenses**: Subject to the provisions of Article 3.C. below, the Contractor agrees to accept as full compensation from the City under this Agreement, for completion of all the items of work contained in this Agreement and Exhibit A, an amount not to exceed **Three Million Five Hundred Seventy Thousand Seven Hundred Ninety Six Dollars and 00/100 Cents (\$3,570,796.00)** (the “Maximum Contract Amount”), to be used in accordance with the budget contained in Exhibit A or A-1, as applicable.”

3. Paragraph 24 of the Agreement, entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**”, is amended to read as follows:

“24 NO EMPLOYMENT OF ILLEGAL ALIENS 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 an illegal alien who will perform work under this Agreement.

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

c. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall 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 an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor 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 the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then 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 illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any 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.

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

4. Paragraph 37 is hereby deleted and restated to read as follows:

“ **37. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** This Agreement consists of Paragraphs 1 through 39, which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Exhibit A	Scope of Work and Budget
Exhibit A-1	Revised Scope of Work and Budget
Exhibit B	Proof of Insurance
Exhibit C	Recovery Act Grant Agreement
Exhibit D	Verification Affidavit

In the event of an irreconcilable conflict between a provision of Paragraphs 1 through 39, and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Paragraphs	1 through 39 hereof
Exhibit A-1	Revised Scope of Work and Budget
Exhibit A	Scope of Work and Budget
Exhibit B	Proof of Insurance
Exhibit C	Recovery Act Grant Agreement
Exhibit D	Verification Affidavit”

5. A new paragraph numbered 38 is hereby added to the Agreement, entitled “**ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**”, which reads as follows:

“**38. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its

formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.”

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

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

8. 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.

END

SIGNATURE PAGES AND EXHIBIT A-1 FOLLOW THIS PAGE

Contract Control Number:

Vendor Name:

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_____

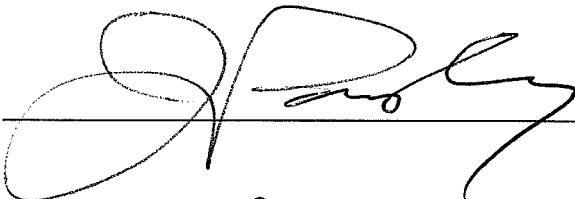
By_____

By_____



Contract Control Number: GE93046

Vendor Name: THE COLORADO COALITION FOR THE HOMELESS

By: 
Name: John Parvinsky
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A-1

Scope of Work

1.0 General Obligations:

The Contractor agrees to administer the Denver Homeless Prevention and Rapid Re-Housing program in accordance with the provision of the Request for Applications dated July 10, 2009. This program is created by Title XII of Division A of the American Recovery and Reinvestment Act (ARRA) of 2009 and provides an unprecedented opportunity to rebuild metro Denver's safety net for families and individuals who are or may become homeless. In addition to the provisions of this Agreement the Contractor will administer this program in accordance with the HUD Notice published March 19, 2009 and referred to as the "Homeless Prevention and Rapid Re-Housing Program (HPRP)". This notice can be found online at http://www.hudhre.info/documents/HPRP_Note_3-19-09.pdf

Four principles should be used to help make these resources effective at preventing and ending homelessness,

1. Resources should be targeted to households with the highest likelihood of becoming homeless,
2. Programs should provide just enough assistance to prevent or end an episode of homelessness, stretching resources as far as possible.
3. A regional response to preventing and ending homelessness should be a management objective.
4. Resources should leverage other existing resources including but not limited to foundation and private sector support to ensure sustainability of services.

2.0 Program Background:

The Denver Department of Human Services (DHS) and Denver's Road Home is responsible for implementing Denver's Ten Year Plan to End Homelessness. In its efforts to meet the housing and prevention objectives of the Ten Year Plan, Denver's Road Home is responsible for managing the Homeless Prevention and Rapid Re-Housing program and will be the primary contact for coordinating DDHS services, oversight, and represent DDHS in regional coordination in homeless programs.

3.0 Contract Purpose:

The Denver Department of Human Services (DHS) is working with the selected Lead Agency, Colorado Coalition for the Homeless and the Supporting Agencies included in the HPRP Application received by Denver Human Services of August 14, 2009. The purpose of this Agreement is to provide homeless prevention assistance to households who would otherwise become homeless and to provide assistance to rapidly re-house persons who are homeless as defined by Section 103 of the McKinney-Vento Homeless Assistance Act and who would be homeless if not for this assistance. The priority for assistance are individuals and families currently at-risk of becoming homeless and need temporary rent or utility assistance or assistance to move to another unit; and individuals and families who are on the streets, in

Exhibit A-1

emergency shelters or transitional housing programs and need temporary assistance to obtain and retain housing

Exhibit A-1

4.0

Scope of Contract:

4.1 The contractor shall:

- Create a single point of contact for each county and single application for homeless prevention and/or re-housing in the metro Denver.
- Construct regional cooperation of homeless prevention, rapid re-housing, and supportive services through the Homeless Prevention & Rapid Re-Housing program.
- Expand the existing monthly inventory to include all vacant affordable housing in metro Denver. This will enhance the ability to locate available housing and create a single point of referral for leasing new units being constructed.
- Improve the existing HMIS system to include at a minimum the at-risk assessment and rapid entry technology.

4.2 The contractor shall:

- Abide by Fair Housing Laws.
- Maintain all tenant records in an organized and confidential manner and provide reasonable access to DHS as requested.
- Any media interview requests regarding the specific program and/or topics directly related to this program or its tenants shall be coordinated through the DHS Public Information Office via the DDHS Project Manager.
- 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.
- Adhere to Income Guidelines issued annually by the U.S. Department of Housing and Urban Development for purposes for determining household income eligibility.

4.3 The contractor shall:

The contractor shall:

- Require the use of an "At-Risk Assessment" of persons currently homeless or at-risk of being homeless is conducted prior to referral.
- Create a comprehensive package of other Recovery Act programs for participants. Examples of these programs include TANF, Workforce Incentives, Food Stamps, CSBG, CDBG, and HOME.
- Identify permanent housing options for each household and secure permanent housing before the end of their HPRP subsidy period.
- Offer a comprehensive package of services to each client with the level of assistance being progressively more intensive and dependent on the specific circumstances of

Exhibit A-1

that person or household.

- Create a framework for an effective Homeless Prevention and Re-Housing should include Homeless Prevention, Shelter Diversion, Rapid Re-Housing.

4.4 Outcomes

Homelessness Prevention

Residential Stability

- 1.1 90% of participants will successfully be prevented from becoming homeless and maintain their own housing for six months.
- 1.2 80% of all participants initially housed will remain housed for one year.

Increase Skills or Income

- 2.1 75% of entering participants will receive or be referred to mainstream health and human service programs for assistance with their employability or disability benefits within three months of entry into program.

Rapid Re-Housing

Residential Stability

- 1.1 85% of participants will successfully obtain housing within two months of program enrollment
- 1.2 90% of all participants initially housed will remain housed for six months.
- 1.3 80% of all participants initially housed will remain housed for one year.

Increase Skills or Income

- 1.1 75% of entering participants will receive or be referred to mainstream health and human service programs for assistance with their employability or disability and within three months of entry into program.

Exhibit A-1

5.0 Performance Monitoring/Quality Assurance Plan

Contractor will collect and submit to Denver Human Services "City" on a timely basis, any and all program data and information for integration into the HMIS and provide monthly reports to the City all in such method and format at reasonably designated by the Manager.

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 shall, during the term of the Agreement, review, complete and submit to the Manager on a timely basis any survey designated by the City to evaluate the provisions of services to the homeless in Denver and the metropolitan area.

The Contractor shall participate in the Homeless Prevention and Rapid Re-Housing Oversight Committee.

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. This may include participation in the DHS monthly surveys.

- The contract will be monitored through the invoice process, reports, site visits and other communications as needed.

- **THE PROPOSER'S RECORD KEEPING SYSTEM MUST BE AVAILABLE TO PROGRAM MONITORS AND AUDITORS AND MUST BE MAINTAINED IN AN ORDERLY FASHION TO EASILY LOCATE NECESSARY DOCUMENTS. THE PROPOSER'S RECORD KEEPING SYSTEM MUST BE ELECTRONICALLY COMPATIBLE WITH DHS COMPUTER SOFTWARE PROGRAMS (I.E. EXCEL AND WORD) AND MUST BE MAINTAINED IN AN ORDERLY TO EASILY LOCATE NECESSARY DOCUMENTS. SUCH RECORDS MUST BE MAINTAINED FOR A PERIOD OF SIX (6) YEARS AFTER RECEIPT OF THE FINAL PAYMENT UNDER THE CONTRACT.**

6.0 Homeless Management and Information System

The Contractor is the administrator of the Homeless Management Information System for Denver County and metro Denver counties. The Contractor is responsible for adhering to the HMIS HUD standards for 2009-2010. The Contractor will identify options for selecting a new HMIS vendor and upgrading the HMIS system including software revisions by June 2010, provide ongoing training for HMIS users, and purchase rapid entry equipment for homeless

Exhibit A-1

shelters. All HPRP Supporting Agencies and subcontractors will be required to use the HMIS to maintain and report client data.

The Contractor is required to be able to report client-level data, such as the number of persons served and their demographic information in the HMIS. The Contractor and Subcontractors, Supporting Agencies, providing financial assistance and services directly to clients will use the HMIS to collect data and report on outputs and outcomes required by HUD. These reporting requirements will be collected in the HMIS for HPRP clients will be included in the HMIS Data and Technical Standards published by HUD.

Reports:

The Contractor will adhere to the Reporting requirement of the HUD Notice published March 19, 2009 and referred to as the "Homeless Prevention and Rapid Re-Housing Program (HPRP). These requirements include the use of the integrated Disbursement and information System (IDIS).

The Contractor is required to submit quarterly reports to the Denver Department of Human Services in accordance Section 1512 of the Recover Act. The initial quarterly report is due to HUD by October 10, 2009 and will cover the period from the execution of this Agreement to September 30, 2009. The Contractor is required to adhere to the HUD reporting as contained in http://www.hudhre.info/documents/QPR_Instructions.pdf.

8.0 Budget

HPRP Estimated Budget Summary			
	Homelessness Prevention	Rapid Re-housing	Total Amount Budgeted
Financial Assistance	\$1,679,238	\$1,266,358	\$2,945,596
Housing Relocation and Stabilization Services	\$213,080	\$374,120	\$587,200
Data Collection and Evaluation			\$38,000
TOTAL	\$1,892,318	\$1,640,478	\$3,570,796

Budget Narrative

Exhibit A-1

Rapid Re-Housing financial assistance will be provided directly by the Contractor based on a request completed by the supporting agency with appropriate back-up documentation.

Collaborating agencies will provide individualized assistance to locate and secure housing. Such assistance may include:

- Direct financial assistance for application fees, deposits and other household "start up" costs.
- Direct financial assistance to resolve other barriers to housing such as resolving outstanding rental or utility debt and necessary moving cost and if needed motel vouchers.
- Legal assistance.
- Provision of short-term or longer-term rental assistance as indicated by the assessment tool for a period of up to 18 months.
- Provision of follow-up case management families in their homes following their move to permanent housing.
- Providing dedicated staff time to locating potential housing units and developing an on-going relationship with landlords and responsible landlord association groups in their area.

Homeless Prevention funds can be provided for emergency rent assistance to prevent eviction. Funds will be requested from the Contractor and distributed directly to the vendor by the Contractor. Additional financial assistance could include rental assistance and utility payments.

Housing Stabilization Services are outreach case managers, early intervention case managers, or housing counselors. These services include intake, assessment, and the necessary follow-up to prevent homelessness or move a currently homeless family or individual into housing.

The Data Collection and Evaluation system is funded by the state and other local governments. A Data Collection and Evaluation strategy must be submitted to Denver Human Services within 90 days from the execution of this Agreement. This strategy should include a timeline for acquisition of a new HMIS, a coordinated statewide system, the type of reports generated by the HMIS, and an itemized budget.