

SECOND AMENDATORY AGREEMENT

This **SECOND 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 **URBAN PEAK DENVER** whose address is 730 21st Street, Denver, Colorado 80205, the “Contractor”, collectively referred to as “the Parties”.

The Parties entered into an Agreement dated May 24, 2013 and an amendment dated November 18, 2013 (the “Agreement”), to provide housing units and case management services for eligible homeless youth in transition who have aged out of the foster care system.

The Parties now wish to amend the Agreement to extend the date, add compensation and revise the scope/budget.

In consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows.

1. All references to “...Exhibit A...” in the existing Agreement shall be amended to read: “...Exhibits A, A-1, and A-2, as applicable...” The scope of work/budget marked as Exhibit A-2 is attached and incorporated by reference.

2. Paragraph 3, **TERM**, is amended to read as follows:

3. TERM: The Agreement will **commence on January 11, 2013 and will expire on December 31, 2014** (the “Term”).

3. Paragraphs 4a. and 4e., **COMPENSATION AND PAYMENT**, are amended to read as follows:

4. COMPENSATION AND PAYMENT:

a. Fee: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement **Five Hundred Twelve Thousand, Five Hundred Sixty Dollars and Zero Cents (\$512,560.00)**. Amounts billed may not exceed the budget set forth in **Exhibit A**.

e. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **Five Hundred Twelve Thousand, Five Hundred Sixty Dollars and Zero Cents (\$512,560.00)** (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 those specifically described in **Exhibits A, A-1, and A-2 and Exhibit B**. Any services performed beyond those in **Exhibits A, A-1, and A-2 and Exhibit B** are performed at Contractor’s risk and without authorization under the Agreement.

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

EXHIBIT LIST:
EXHIBIT A-2 – SCOPE OF WORK

[SIGNATURE PAGES FOLLOW]

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-201309749-02

Contractor Name: URBAN PEAK DENVER

By: *Kimberle Easton*

Name: Kimberle Easton
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)





**SCOPE OF WORK
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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 Urban Peak Denver (UPD) to provide 10 housing units and case management services for eligible homeless youth in transition (ages 16 to 21) who have aged out of foster care, or might otherwise find themselves on the street as part of the Rocky Mountain Youth Housing program (RMYHP) located at 1548 Ogden St., Denver, CO.

II. Program Goals & Outcomes

| Goal | Outcome |
|--|---|
| Goal #1 To collaborate with DDHS and community based organizations to provide for the well being of youth in transition, identifying best practice and effective programs. | Outcome #1 DDHS Youth will achieve stability and 75% will become self sufficient at time of discharge from the program as determined by their individual case plan. |
| Goal #2 Contractor shall submit accurate and timely invoices in accordance to the requirements of this Agreement. | Outcome #2 Invoices and reports shall be completed and submitted on or before the 15 th of each month 100% of the time. |

III. Services

The contractor will provide:

A. Apartments

1. 10 apartments for DDHS youth. There will be no time limits imposed on duration of lease for DDHS youth as long as they are in good standing with their lease agreement (including the ability to pay monthly rent), RMYHP expectations, and DDHS expectations.
2. After apartment is vacated UPD will have 5 business days for an apartment in good conditions and up to 10 business days for an apartment in poor condition due to tenant misconduct to make the apartment ready and available for new DDHS youth.
3. Respite care recommended for DDHS youth enrolled in the RMYHP should not last more than 48 hours unless otherwise agreed upon with the DDHS program manager.



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4. During renovations of 1548 Ogden St., Urban Peak will need to keep 2 of 10 DDHS units open. Urban Peak will not invoice DDHS for these 2 units during this time. Renovations are to begin December 1, 2013 and Urban Peak will provide notice when they are complete.
- B. Case Management
 1. Weekly check in with tenants.
 2. Monthly staffing with RMYHP caseworker, DDHS case worker and tenant; one meeting per youth/month at an agreed upon, scheduled time, date and location.
 3. Monitor youth compliance with lease agreement and expectations.
 4. Review case plan with each youth.
 5. Provide DDHS program manager with monthly written case plan progress reports for each youth housed at Rocky Mountain Youth Housing Program.
 6. Coordinate with DDHS staff to review case management and progress towards independent living.
- C. Independent Living Skills
 1. Financial education and planning services
 2. Monitor and provide education and support for youth regarding personal finance planning to include, but not limited to, savings and checking account, monthly bill payments, budgeting, finance literacy education.
 3. Provide guidance and education in housekeeping, cooking and grocery shopping, and general home maintenance.
- D. Security
 1. Building security will be the sole responsibility of Urban Peak.
 2. Appropriate safety measures will be taken to minimize risk exposures to tenants (i.e. secure entrances, monitoring traffic and visitors, limits to visitor length of stays, etc.).
 3. Provide critical incident reports on DDHS youth and serious incidents that may result in media coverage.
- E. Please see attachment for eligibility criteria (Exhibit B)

DDHS responsibilities:

- A. DDHS will provide Urban Peak with a signed copy of each youth's case plan.
- B. DDHS will ensure payment for 10 apartments per month including empty apartments after a DDHS youth has been moved out for a period longer than 5 business days (or up to 10 business days if the previous DDHS tenant has left the unit in poor condition).
- C. If UPD denies qualified DDHS youth, DDHS will not pay for unit while empty.
- D. DDHS will respond within 24 hours to calls from Urban Peak concerning youth.

IV. Background Checks



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Contractor shall provide background checks for all current and prospective employees of Contractor, and/or any subcontractor who has any direct contact with a child involved in any phase of an open child welfare case including, without limitation, those in the process of being placed and those who have been placed in out of home care. Each employee, prospective employee and/or subcontractor shall submit a complete set of fingerprints to the Colorado Bureau of Investigation (CBI) that were taken by a qualified law enforcement agency to obtain any criminal record held by the CBI.

- A. Contractor Employees and Subcontractors
 - 1. The person's employment is conditional upon a satisfactory criminal background check and subject to the same grounds for denial or dismissal as outlined in 26-6-104(7), C.R.S., including:
 - a. Checking records and reports; and
 - b. Individuals who have not resided in the state for two years shall be required to have Federal Bureau of Investigation (FBI) fingerprint-based criminal history.
 - 2. Payment of the fee for the criminal record check is the responsibility of the Contractor or at Contractor's option individual being checked. In either case, DHS will not reimburse any of the costs associated with background checks.
- B. Volunteers and Students:
 - 1. If volunteers or students are used by Contractor, Contractor shall define specifically the services to be given by that individual.
 - 2. Volunteers and students who are assigned to work directly with the children shall:
 - a. Be subject to reference checks similar to those performed for employment applicants.
- C. Volunteers and students shall be:
 - 1. Directly supervised by Contractor's paid and qualified staff member who shall be present at all times when the volunteer or student is working directly with or having direct contact with any child or children.

Provisions for employment and volunteer/student related background check inquiries will be followed as outlined in Section 7.701.32 "Use of Reports and Records of Child Abuse or Neglect for Background and Employment Inquiries."

V. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the program area and Contracting Services. Contractor may be reviewed for:



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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 DDHS policies are being met.

B. Reporting

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

| Report # and Name | Description | Frequency | Reports to be sent to: |
|-----------------------------------|---|--|-------------------------------|
| 1. Case Manager Updates | Includes names of youth in program, status of employment, status of education, and percent of youth discharged successfully | Provided at monthly meeting | Georgina Becerril |
| 2. Case Plan Progress Report | Brief summary of youth's progress on goals stated in case plan | Provided at monthly meeting | Georgina Becerril |
| 3. Property Management Statistics | Includes apartment assignments, upcoming vacancies for DDHS designated apartments | 15 th of each month | Georgina Becerril |
| 4. Rent Ledger | Includes rent collected, overdue rent, payment histories, percentage of total rents collected and waivers of DDHS youth | 15 th of each month | Georgina Becerril |
| 5. Contract Summary Report | Report shall demonstrate all functions performed, and how services provided | Contract End, within 45 days after Term End. | Georgina Becerril |



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| | | | |
|---|--|-----|--|
| | met the overall goals of this agreement. | | |
| 6. Other reports as reasonably requested by the City. | To be determined (TBD) | TBD | |

VI. 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. Base rent shall be paid by the youth each month and will include utilities. Urban Peak will be paid from the stipend, or reimbursed by DDHS for empty units, at the rate stated on current leases. Rates will be a minimum of \$400 and a maximum of \$450 per unit per month.
- C. Daily case management, direct care support, and 24 hour response fees are only applicable for youths while living at 1548 Ogden St., Denver, CO as part of the Rocky Mountain Youth Housing program.

| Narrative: | Estimated Total: |
|---|---|
| Rent: \$400 - 450/unit/month | \$54,000.00 |
| Case Management Services: \$65/youth/day (5 days/week) | \$169,000.00 |
| Direct Care support and 24 hour response as needed: \$32/youth/weekend day (2 days/week) | \$33,280.00 |
| Total: | \$256,280.00 for January 1, 2014 through December 31, 2014 |