

## 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 **THE COLORADO COALITION FOR THE HOMELESS**, a non-profit corporation, with an address of 2111 Champa Street, Denver, Colorado 80205 (the “Contractor”), collectively “the Parties”.

### RECITALS:

**A.** The Parties entered into an Agreement dated May 11, 2015 (the “Agreement”), to provide rental assistance and support services to the homeless in connection with the Continuum of Care Program – Housing First (CFDA No. 14.267) (the “Program”).

**B.** The Parties wish to amend the Agreement to extend its term, revise the scope of work for the extended term, and increase the maximum amount of compensation to be paid to the Contractor.

The Parties agree as follows:

**1.** All references to “...Exhibit A...” in the existing Agreement shall be amended to read: “...Exhibits A and A-1 as applicable...” The scope of work marked as Exhibit A-1 is attached and incorporated by reference. Exhibit A-1 will govern and control all services provided on and after July 1, 2015. Effective as of April 1, 2015, Exhibit A-1 supersedes and replaces Exhibit A and Exhibit A will have no further force or effect.

**2.** Article 2 of the Agreement, entitled “**TERM**”, is amended to read as follows:

“**2. TERM**: The Agreement will commence on April 1, 2015, and will expire on March 31, 2016 (the “Term”).”

**3.** Article 3(d)(1) of the Agreement entitled “**Maximum Contract Amount**” is amended to read as follows:

**“3. COMPENSATION AND PAYMENT:**

**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **Two Million Three Hundred Twenty Four Thousand Nine Hundred Forty Dollars and Zero Cents (\$2,324,940.00)** (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 that specifically described in Exhibit A or A-1, as applicable. Any services performed beyond

those in Exhibit A or A-1, as applicable, are performed at Contractor's risk and without authorization under the Agreement.”

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

**EXHIBIT LIST:**

**EXHIBIT A-1 – 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 \_\_\_\_\_

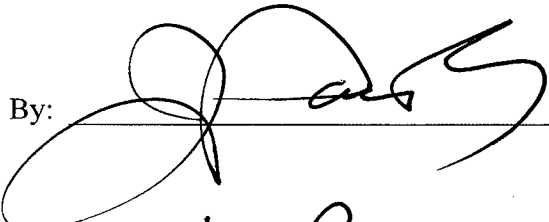
By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** SOCSV-201521191-01

**Contractor Name:** THE COLORADO COALITION FOR THE HOMELESS

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

Name: John Pravecky  
(please print)

Title: President  
(please print)

**ATTEST: [if required]**

By: N/A \_\_\_\_\_

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

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



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**Exhibit A-1**

**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 The Colorado Coalition for the Homeless. This contract will provide a minimum of 240 units total, comprised of tenant based, project based and sponsor based rental assistance to chronically and episodically homeless single individuals. These individuals could have co-occurring disabilities such as mental health issues and other HUD approved disabilities.

**II. Services To Be Provided**

- The contractor will provide rental assistance and support services to program participants. Data on community support services will be traced and reported by the contractor on the Annual Progress Report (ARP).
- The Contractor will ensure that each program participant will have a treatment plan that addresses the participant's supportive service needs.
- CCH will continue to track the following configurations and report back to DHS Quarterly. Each new program participant is required to have an initial 12 month lease which, after a year in the program, converts to a month to month lease.
- CCH will provide 40 units of project based rental assistance to the chronically homeless with mental illnesses to obtain and remain in housing.
- CCH will provide 151 units of tenant based rental assistance to the chronically and or episodically homeless to obtain and remain in housing. At least 102 of these units will be dedicated to the chronically homeless.
- CCH will provide 49 units of sponsor based rental assistance to chronically and episodically homeless single individuals. These individuals could have co-occurring disabilities such as substance use issues and other HUD approved disabilities such as mental illness.

**III. Process and Outcome Measures**

**Process Measures**

- The Colorado Coalition for the Homeless will provide clients with residential stability through the Housing First Program.
- The Colorado Coalition for the Homeless will assess clients and where it is deemed appropriate, provide them with the necessary skills to obtain and retain employment.
- Invoices and reports shall be completed and submitted on or before the 15<sup>th</sup> of each month 100% of the time. The contractor shall use DHS' preferred invoice template if requested.

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**Outcome Measures**

- 77% of the homeless participants will stay in housing for 6 months or longer.
- 65% of participants will start, maintain, or increase their benefits and income.
- 3% will have earned income

**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, 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 DHS policies are being met.

**B. Reporting**

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

<b>Report # and Name</b>	<b>Description</b>	<b>Frequency</b>	<b>Report to be sent to:</b>
1. Annual Progress Report	Update on program participants and outcomes	Annually, to be delivered to DDHS by the 15 <sup>th</sup> of the second month following the commencement of the contract.	Grant Administrator

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2.Summary of progress	Generate a details and summary APR on a quarterly basis for Denver Department of Human Services to demonstrate progress in meeting the goals and objectives of the grant	As requested	Grant Administrator
3. Rent Reasonableness Form	Form that provides justification for the contractor to invoice for rental amounts that are higher than the current year's FMR.	To be completed by the provider and certified by Grant Administrator prior to contractor submission of invoice containing rental amount higher than current year's FMR	Grant Administrator: Certified tests will be stored by program and available for examination upon request.
4. Housing Quality Standards	Physical inspection of each unit to ensure safety and quality.	. This is required for each program participant before he/she is in residence	In each program participant file and available upon request.
5. Match Calculation (25% of Award)	Methodology to determine and track value of support services; reported by contractor through an analysis of services delivered for each program participant and associated value per unit of services.	Annually or as requested by the city.	Grant Administrator
6. Other reports as requested by the city.	To be determined (TBD)	TBD	Grant Administrator

**V. 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. Budget**

<b>Rental Assistance</b>	<b>\$2,206,321</b>
<b>Administration</b>	<b>\$118,619</b>
<b>Total Contract Amount</b>	<b>\$2,324,940</b>

- **Administration payments must be supported by backup documentation and detail calculations for all Admin Fees. The contractor does not have to bill any amount for Admin Fees and any amount not billed toward**

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**Admin Fees can be used for Rental Assistance. Administration fees may not exceed \$118,619.**

- **Expenses billed under Rental Assistance may also be used for the supportive services referenced in 24 CFR 578.53 or for Salaries + Fringe (to be billed at cost) for staff facilitating the supportive services referenced in 24 CFR 578.53 (Mileage to be billed at the current Federally Approved IRS Rate) .**
- **The contractor will provide a minimum of 240 units for this contract. The number of units may increase or decrease during the year, but not to less than 240 units for any given month. The size of the units allowable through the grant agreement is flexible to meet the needs of the provider and their clients, as long as they follow HUD guidelines for the Continuum of Care grant. The total amount all rent and administration fees will not exceed \$2,324,490.**
- **The rent amount will meet the Rent Reasonableness guidelines established by HUD.**
- **The rent amount may be adjusted during the year if the contractor submits a written request for change and this change is approved by the Program Manager prior to the new rental rate taking effect.**
- **The rent may exceed Fair Market Rent (FMR) amounts with a completed Rent Reasonableness form that is approved by the Program Manager prior to the new rental rate taking effect.**
- **The City and County of Denver may request a new or updated Rent Reasonableness form at any time during the contract term.**
- **Security deposits equaling two month's rent are allowable.**
- **One month's rent is allowed to be paid for housing units vacated by a program participant. The term "vacated" excludes brief periods of inpatient care (limited to 90 days for each occurrence).**
- **Staff parking is not an allowable expense.**

**VI. Other Requirements**

**Homeless Management Information System (HMIS):**

**A. Homeless Management Information System:**

The Contractor agrees to fully comply with the Rules and Regulations required by the U.S. Dept of Housing and Urban Development (HUD) which govern the Homeless Management Information System (HMIS). HUD requires recipients and sub recipients of McKinney-Vento Act funds to collect electronic data on their homeless clients through HMIS. This is a requirement for recipients of City homeless funding.

The contractor, in addition to the HUD requirements, shall conform to the HMIS policies established and adopted by the Metro Denver Homeless Initiative (MDHI) Continuum of Care (CoC)

*Colorado Coalition for the Homeless (CCH) is the implementing organization for the Homeless Management Information System (HMIS), under the direction of the MDHI CoC.*



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Technical assistance and training resources for HMIS are available to the Contractor via the Colorado HMIS Helpdesk based on requests by the Contractor to DHS and by periodic assessments of participation, compliance and accuracy of data collection.

**B. Security**

The importance of the integrity and security of HMIS cannot be overstated. **All** workstations, desktops, laptops, and servers connected to the Contractor’s network or computers accessing the HMIS through a Virtual Private Network (VPN) must comply with the baseline security requirements. The Contractor’s HMIS computers and networks must meet the following standards:

- Secure location
- Workstation username and password
- Virus protection with auto update
- Locking password protected screen saver
- Individual or network firewall
- PKI-certificate installed or static IP address

**C. HUD Continuum of Care Data Standards:**

Revised HMIS Data Standards will go into effect October 1, 2014 and Contractor is required to collect data based on these new standards. For the MDHI Continuum of Care/Balance of State Continuum of Care, the City of Denver and its Contractor’s will collect Universal and CoC program specific elements. The Contractor is required to attend the HMIS training on the data collection requirements for these revised standards.

**D. MDHI HMIS User Group Meetings:**

The Contractor should attend at least three HMIS user group meetings during the contract year. User group offers valuable and informative information on HMIS and is a forum to ask questions and address issues related to HMIS. Typically, MDHI’s HMIS user group meets at Mile High United Way on Thursdays and the Balance of State user group meets via webinar every other month the Colorado HMIS team sends out meeting reminders. The meeting schedule for 2015 is:

MDHI:

	<b>2015 Dates</b>
	January 15, 2015
	March 19, 2015
	May 21, 2015

**E. Data Quality Standards:**

- The Contractor must maintain an overall program Data Quality completeness score of 95% or higher.

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- The Contractor must enter HMIS data (program enrollments and services) into the system within five (5) business days of the actual enrollment or service provided date.
- *Colorado Coalition for the Homeless (CCH)* reserves the right to request Data Quality reports from Colorado HMIS for Contractor's programs on a monthly basis.
- *CCH* reserves the right to participate in on-site HMIS audits.
- *CCH* reserves the right to request Data Timeliness tests from Colorado HMIS at any time on Contractor's programs in HMIS.
- *CCH* reserves the right to detailed APRs (displaying client-level data) and summary APRs (displaying aggregate-level data) from Colorado HMIS at any time during the project's operating year. APRs are used to review and monitor the Contractor's program data quality and progress toward achieving annual project goals and outcomes for HUD and MDHI requirements. The Contractor's APR data will be consolidated with other Contractor's and CCH data to fulfill HUD annual reporting requirements.
- *CCH reserves the right to access the Contractor's HMIS Web portal to review real-time client data to ensure the Contractor adheres to the data quality standards required by the MDHI Continuum of Care.*

**F. Staff Changes:**

If the Contractor has changes in staff that may affect the program outcomes or the processing of invoices, the changes must be reported to DHS within 30 days of the change.

**G. Participation of Homeless Individuals**

Each sub CoC contractor must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policymaking entity of the recipient or sub recipient, to the extent that such entity considers and makes policies and decisions regarding any project, supportive services, or assistance provided under this part. This requirement may be waived if a CoC contractor is unable to meet such requirement and obtains HUD approval for a plan to otherwise consult with homeless or formerly homeless persons when considering and making policies and decisions.

**H. Coordinated Assessment and Housing Placement System**

Provider will participate in the CoC Coordinated Assessment and Housing Placement System (CAHPS) coordinated by Metro Denver Homeless Initiative. All turnover units will be entered into the Coordinates Assessment and Housing Placement System. All perspective tenants will complete the VI-SPDAT

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screening tool and be referred through the CAHPS process for housing placement.