

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("Denver"), for itself and on behalf of the **Office of Human Rights and Community Partnerships** ("Agency"), and together with Denver, the "City") and **MPOWERED**, a non-profit organization, with its principal place of business located at 2009 Wadsworth Boulevard, Suite 100, Lakewood, CO 80214 (the "Contractor"), each the City and Contractor a "Party" and jointly the "Parties."

RECITALS:

A. The parties entered into an Agreement dated March 17, 2016, and amended it on August 1, 2016, and October 6, 2016, under which the Contractor provides financial counseling and related support services for the City's Financial Empowerment Center program (together, the "Agreement").

B. The Parties wish to amend the Agreement to extend its term for an additional three (3) months and increase the maximum contract amount.

NOW THEREFORE, the parties agree as follows:

1. All references to "...Exhibit A, A-1, and A-2..." in the existing Agreement shall be amended to read: "...Exhibits A, A-1, A-2, and A-3, as applicable..." The scope of work and budget marked as Exhibit A-3 is attached and incorporated by reference. Effective as of January 1, 2017, the budget contained in Exhibit A-3 will govern and control the payment of services provided from January 1, 2017, until March 31, 2017.

2. Article 3 of the Agreement, entitled "**TERM**", is hereby amended to read as follows:

3. **TERM**: The Agreement will commence on January 1, 2016, and will expire on March 31, 2017 (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.D.(1) of the Agreement, entitled "**Maximum Contract Amount**", is hereby amended to read as follows:

4. **Maximum Contract Amount**:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **Five Hundred Twenty Eight Thousand One Hundred Nine Dollars and Twenty Five Cents (\$528,109.25)** (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, A-1, A-2, or A-3, as applicable**. Any services performed beyond those in **Exhibit A, A-1, A-2, or A-3, as applicable**, are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City."

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

5. This Third 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-3 FOLLOW THIS PAGE

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: HRCRS-201626889-03

Contractor Name: MPOWERED

By: Charles M. Gentry

Name: Charles M. Gentry
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Financial Empowerment Center Nonprofit Scope of Work 2016

Contractor shall provide financial counseling and related services in support of the City's Financial Empowerment Center (FEC) program including without limitation retaining staff, providing training, and other necessary services at FEC sites and providing day-to-day management to the FEC coaching staff.

1. Program Implementation.

Contractor will:

- (a) Continue to provide the Financial Empowerment Center one-on-one financial coaching program at the following Sites:
 - 1. Habitat for Humanity
 - 2. Denver Human Services/Workforce Center, Castro Building
 - 3. Metro Caring
 - 4. Warren Village
 - 5. Denver Human Services/Workforce Center, Montbello
 - 6. Potter's House Church
 - 7. Mi Casa Resource Center
 - 8. Mi Casa Innovation Lab
 - 9. Center for Work Education and Employment (CWEE)
- (b) Sites are subject to change as the City, in discussion with the contractor, endeavors to negotiate new site partner agreements in 2016.
- (c) Comply with direction of the City to ensure effective implementation and ongoing delivery of services, and to make modifications to the program, as needed.
- (d) Coordinate with the City on continued training opportunities and cross-training with integration partners and other partners.

2. Staffing and Training.

Contractor will:

- (a) Identify a Program Manager or Supervisor who will be the contact person between the Contractor and the OFE for program implementation, management and service delivery issues.
- (b) Retain Financial Empowerment Center coaches as described in the Provision of Coaching Services section of this document, and in accordance with the number of financial coaches identified in that section. Contractor agrees to provide all necessary supervision of Financial Empowerment Center staff including program support and oversight. Contractor shall ensure that there is consistent delivery of coaching services, including during staffing transitions with

Exhibit A3

consideration and adjustments given to program deliverables.

- (c) Financial Coaches will have at least a Bachelor's degree and two years of work experience, with some background in finance, financial education, counseling/coaching, or social service delivery. Staff should also have particular expertise in one of the following: financial services, social work, financial planning, coaching/mentoring, teaching, or other related fields. Related professional work experience may be substituted for education qualification.
- (d) Financial Coaches will ideally be bilingual, speaking English as well as one other language prevalent in the geographic areas they serve.
- (e) Ensure that managerial staff participates in regular calls and quarterly reviews with the OFE to review progress on goals, identify additional innovations and opportunities and to make modifications to the program, as needed.
- (f) Ensure that the FEC staff and management/supervisory staff participate in trainings, both initial and ongoing, as shall be required by the OFE, including but not limited to the financial coaching curriculum that is offered by the local training provider and other trainings as agreed upon.
- (g) Staff, who do not successfully complete an agreed upon financial coaching course, shall not conduct coaching to Financial Empowerment Center clients.

3. Service Delivery.

Contractor will:

- (a) Monitor and track the quality of service delivered and be responsible for addressing concerns about client satisfaction, in partnership with the OFE.
- (b) Work with the host organizations and the OFE for the hub and satellite sites to integrate financial coaching services into partners' services, as applicable. Ensure that all staff members from host sites are adequately informed and knowledgeable about the activities and services of the Financial Empowerment Center.
- (c) Work with the OFE to monitor and evaluate the service delivery against projected program outcomes.
- (d) Coaching staff will adhere to programmatic guidelines determined by the OFE in partnership with Contractors.
- (e) FEC staff will use training materials provided by the OFE and/or those developed by the Contractor that are approved by the OFE. All training materials and collateral will be branded with OFE branding and will become the property of the City unless specified otherwise in the Agreement.

4. Facilities. Contractor will:

Provide services at the Sites listed above or such other Site locations designated by the City in writing to Contractor.

5. Day-to-Day Operations. Contractor will:

- (a) Deliver coaching on days and at hours that, upon consultation with the OFE, are determined to meet the needs of clients. Contractor is expected to make some evening and weekend hours available upon request and approval at select sites. Contractor shall make coaching available on a full-time basis with hours of operation at each center subject to review and approval by the OFE.
- (b) Provide walk-in services (including intake and diagnosis of problem) throughout the operation of the Center as needed.
- (c) In conjunction with the OFE, conduct local outreach about the FEC to raise awareness and generate demand for the services provided in accordance with the marketing plan that will be developed with OFE input.
- (d) Adhere to the OFE's marketing and communications guidelines.
- (e) Implement the client database software and maintain updated client records.
- (f) Comply with all OFE reporting requirements.
- (g) Upon reasonable notice collect client stories for press inquiries, reports and other evaluation purposes. Facilitate outreach to clients for permissions and to coordinate press events. The OFE has final approval of client stories, press events, and collateral.
- (h) Provide staffing for the FEC scheduling phone number.

6. Coordination with OFE, Referral, Integration and Training Partners. Contractor will:

- (a) Coordinate with the OFE on implementation, oversight of operations, reporting and evaluation.
- (b) Work with the OFE to implement the client database software and ensure that project administrators and coaches are properly trained; coaches and program administrators will attend all OFE scheduled training sessions.
- (c) Coordinate with referral partners to ensure referral partners' staff is properly trained to identify and refer clients that would benefit from the FEC's services.

Coordinate with integration partners to ensure staff is properly trained to identify and refer clients that would benefit from the FEC's services, and to properly track outcomes of clients that receive financial coaching services.

7. Marketing and Communications.

Contractor will:

- (a) Adhere to OFE guidelines as set forth in the OFE Financial Empowerment Centers Marketing and Communications Guidelines, to be provided and periodically updated by the OFE. Comply with OFE direction regarding all marketing and press efforts.
- (b) Guidelines will include, but are not limited to:
 - (i) Use of OFE-approved promotional and outreach materials.
 - (ii) Use of OFE-approved templates to create customized marketing materials, collateral, and branded supplies for the FEC.
- (c) Use of the Financial Empowerment Center Brand, pursuant to the guidelines developed by the OFE to identify the Financial Empowerment Center in all publications, materials, communications and transactions that are developed for the purpose of delivering or representing Financial Empowerment Center services in the marketplace, including, but not limited to, activities that occur at Financial Empowerment Center locations.

Notification of the OFE is required before Contractor or any of its employees, servants, agents, or independent Contractors may, at any time, either during or after completion or termination of this Agreement, make any statement to the press or issue any material for publication through any medium of communication bearing on the work performed or data collected under this Agreement. Final approval of these statements rest with the OFE.

8. Evaluation.

Contractor will implement the following steps to enable timely evaluation of its provision of services:

- (a) Collect comprehensive data on clients at intake and follow-up coaching sessions using the client database designated by CFE Fund and maintained by CHANGE MACHINE. CFE Fund and CHANGE MACHINE will provide programmatic training and technical assistance on this database. This includes completion of a Financial Health Assessment ("FHA") for every client to be used in a rigorous evaluation of the Financial Empowerment Centers.
- (b) Ensure that weekly session and client data is entered into the ETO database.

Exhibit A3

- (c) Complete an FHA follow-up for every client 3 to 5 months after the initial visit and at periodic points thereafter to capture changes in clients' overall financial well-being. Clients who are not reached after three attempts to complete the FHA should be dismissed.
- (d) Follow CFE Fund guidelines to achieve high level of data quality and ensure all data is captured in a timely manner. Ensure that all FEC staff are properly trained on the database and kept abreast of any updates to database features. FEC staff should communicate back and correct any data quality problems.
- (e) Work with the OFE to prepare quarterly data reports reflecting key data indicators from the client database and semi-annual narrative reports (due 6, 12, and 15 months after the Term begins) reflecting progress towards goals, partnerships, challenges and proposed solutions.
- (f) Work with integration partners and OFE evaluation team to monitor and evaluate client outcomes who receive financial coaching, and report outcomes per the OFE requirements.
- (g) With reasonable notification contractor shall agree to participate in additional monitoring and evaluation activities, including, but not limited to, the CFE Fund learning network, site visits, surveys, interviews, focus groups organization, administrative records review, and other data collection and evaluation strategies, as shall be required by the OFE.
- (h) Contractor shall not enter into any agreement for evaluation of the FEC services or clients without prior consent and approval by the OFE.

9. Client Confidentiality and Data Collection.

Contractor will:

- (a) Maintain client confidentiality.
- (b) Use CHANGE MACHINE software, provided by the OFE, to enter, track and maintain client sessions and data reports.
- (c) Keep all data within the secure limited-access network, maintained by CHANGE MACHINE. Client data should not be downloaded to hard drives of individual computers or to portable storage devices.
- (d) Ensure each client understands and signs a Client Waiver form approved by the OFE. Contractor must ensure that client data is only shared with the consent of the individual client, following the stipulations in the Client Waiver.
- (e) Provide at least one secure cabinet per location accessible *only* to the site managers and Financial Empowerment Center staff.
- (f) Ensure that computer equipment, client database, and other

Exhibit A3

Materials will not be used by anyone other than Financial Empowerment Center-trained and approved Financial Coaches and will not be used outside of the parameters of the Financial Empowerment Centers or Contractor's other office locations.

- (g) Ensure that all paper documents with personally identifiable information will be stored in locked file cabinets with access limited to Financial Empowerment Center staff. Financial coaching records, including sensitive financial information must be kept in a locked drawer/cabinet separate from other Contractor client information. Any old, duplicative, or unnecessary documents containing personally identifiable information shall be shredded using a cross cut paper shredder. Personally 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.
- (h) Use standard database security practices, which include: using strong passwords (combinations of letters, numbers, and special characters) to limit access; changing passwords at least quarterly; and not sharing passwords with other employees or by storing passwords where others may access them.
- (i) Limit the ability of non-Financial Empowerment Center staff members 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.
- (j) 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."
- (k)

10. Provision of Coaching. Contractor will:

- (a) Conduct 2200 coaching sessions in the 15 month contract year. Coaching session goals will be revisited yearly and the OFE will set appropriate targets for the subsequent years.
- (b) Contractor shall provide consistent and uninterrupted delivery of services as required by this Agreement.
- (c) Retain and provide supervision to at least 2 (FTE) coaches and or program lead/manager.
- (d) Contractor may engage in group coaching sessions as part of the provision of coaching, provided the total number of coaching sessions conducted in a group does not exceed 20% of all client sessions in a year.
- (e) Contractor will work with the OFE to establish clear policies and procedures for client retention, including scheduling of subsequent visits and follow-up with clients during the three-month period following initial contact.

(f)

Contractor shall provide services at the Hub and Satellite locations in coordination with the city and referral partners identified in said proposal.

11. Outcomes.

Contractor will:

- (a) Achieve 315 client outcomes in contract year one (15 months). Client outcome goals will be revisited annually and the OFE in partnership with the contractor will set appropriate targets for the subsequent years.
- (b) A single client can reach more than one outcome in different service areas, and an outcome will be applied to the reporting period when it was achieved, regardless of when the client was first admitted to services.
- (c) Outcomes include one or more of the following:
 - i. Banking (for those with no bank account): Open a safe and affordable bank account as defined by the CFE Fund guidelines.
 - ii. Banking (for those with a bank account): Transition to a safe and affordable bank account as defined by the CFE Fund guidelines.
 - iii. Banking (for all): Bank account is open 6 months later.
 - iv. Credit (for those with none): Establish credit score.
 - v. Credit (for those looking to improve their credit): Increase credit score by at least 35 points.
 - vi. Debt: Decrease debt by at least 10%.
 - vii. Savings: Increase savings by at least 2% of income.
 - viii. Savings: Establish and maintain a regular savings habit (monthly).

12. Changes in Operations.

Contractor will:

Contractor shall not make any change in hours of operation, staffing, on-site contact information or locations without the discussion and approval of the OFE. It is the responsibility of the Contractor to address any issues (personnel or otherwise) that affect the operations of the FEC during this contract period and come to a resolution with the OFE.

13. Budget.

Contractor will:

Contractor will be compensated in accordance with the following budget not to exceed a total of \$528,109.25 for the 15 month contract period.

Exhibit A3

2017 Financial Empowerment/empowered Expansion Budget (Jan 1st 2017- March 31st 2017)

Budget Categories OFE Funds Q1 2017

Personnel	January 1st - March 31st 2017
Salaries and Wages	
Executive Director	\$4,750.00
Director of Programs	\$4,250.00
HR Director	\$1,500.00
Business Development Director	\$1,500.00
FEC Program Coordinator	\$14,250.00
Admin Staff	\$9,000.00
FEC Coaches	\$45,000.00
Subtotal Salaries	\$80,250.00
Fringe	
Fringe Benefits (19.7%)	\$15,809.25
Total Personnel Services Costs	\$96,059.25
Other than Personnel Services	
Staff Training	\$1,500.00
Marketing Support	\$500.00
Supplies	\$1,000.00
Equipment	\$1,000.00
Utilities, Phone, Internet	\$1,500.00
Local Travel	\$750.00
Credit Reports	1500
Recruitment	\$750.00
Data Management/Reporting	\$1,250.00
Partner Development	\$750.00
Sustainability Planning and Outreach	\$2,500.00
Total Other than Personnel Services	\$13,000.00
Indirect Costs	\$10,250.00
Total Costs	\$119,309.25

Annual Budget

\$477,237.00

6.0 FTE

4 Coaches/ 1 Scheduler/1 Program Manager

