

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made and entered into this ____ day of _____, 20____, 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 St, Denver, CO 80205 ("Contractor"), collectively "the Parties."

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated January 19, 2010 to provide outreach and housing placement services to homeless youth and adults (the "Agreement"); and WHEREAS, the Parties wish to amend the Agreement to extend the term, increase the compensation to the Contractor and to update other contract language; and NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. Article 3 of the Agreement entitled "TERM" is hereby amended to read as follows:
3. TERM: The Agreement will commence on January 1, 2010, and will expire on December 31, 2011 (the "Term"). Subject to the Manager's prior written authorization, the Contractor 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 Manager."

2. Articles 4(a) and 4(d)(1) of the Agreement entitled "Budget" and "Maximum Contract Amount" are hereby amended to read as follows:

"4. COMPENSATION AND PAYMENT:

a. Budget: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement an amount not to exceed One Million Eight Hundred Sixty Nine Thousand Two Hundred Eighty Dollars and 00/100 Cents (\$1,869,280.00) (the "Maximum Contract Amount") in accordance with the budget set forth in Exhibit A-1. Amounts billed may not exceed the budget set forth in Exhibit A-1.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed 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

09-1282-A

specifically described in Exhibit A and Exhibit A-1. Any services performed beyond those in Exhibit A and Exhibit A-1 are performed at Contractor's risk and without authorization under the Agreement."

3. Article 21 of the Agreement entitled "NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT" is hereby amended to read as follows:

"21 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 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 subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. The Contractor will also then terminate such subcontractor if within three (3) days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor provides information to establish that the 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 Contractor 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. All references in the Agreement to Exhibit A are amended to read Exhibits A and A-1 respectively.

5. This Amendatory Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendatory Agreement as of the day and year first written above.

ATTEST:

CITY AND COUNTY OF DENVER:



By: *Stephanie Y. O'Malley*
STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio
Clerk of the City and County of Denver

By: *[Signature]*
MAYOR

RECOMMENDED AND APPROVED:

By: *[Signature]*
Manager

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DAVID R. FINE, Attorney for the
City and County of Denver

By: _____
Manager of Finance
Contract Control No. CE01018(1)

By: *[Signature]*
Assistant City Attorney

By: _____
Auditor

“CITY”

ATTEST: [If required by Corporate
procedures]

COLORADO COALITION FOR THE
HOMELESS
Taxpayer (IRS) I.D. No. 840951575

By: _____
Name: _____

By: *[Signature]*
Name: *John Parvinsky*
(please print)
Title: *President*

“CONTRACTOR”

EXHIBITS A-1 - SCOPE OF WORK AND BUDGET

EXHIBIT A-1

Scope of Work and Budget
CE01018-1
January 1, 2011 - December 31, 2011

I. Purpose of Agreement

Denver Department of Human Services is working with community partners that provide services for Denver's homeless populations. This Contract will provide outreach and housing placement services to homeless youth and adults. This includes contacting and engaging with people who are living/sleeping on the streets, in shelters, or in public but transient places and assisting them with acquiring benefits, entitlements and other services to address identified needs (such as mental health and substance treatment). Housing placement services includes finding a safe environment that is sheltered for homeless individuals, with the ultimate goals of securing stable and permanent, supportive housing.

II. Programs/Services to be Provided, in the Context of this Contract

The Contractor is contracting with the City as the lead agency for The Denver Street Outreach Collaborative (DSOC). As the lead agency, the Contractor will be responsible for:

- Monitoring the functions related to the DSOC and working with the City to achieve the collaborative goals
- Reports, as detailed in this documentation
- Administration of vehicles
- Coordinating and assisting in training functions
- Central Coordination and personnel
- Compliances to DSOC policies and procedures (i.e. driver licenses)

The Contractor will not be responsible for supervising any of the other DSOC agencies or the agencies' personnel. The collaboration includes the following organizations: Colorado Coalition for the Homeless, St. Francis Center, Urban Peak, the City & County of Denver Police Department and the Downtown Denver Partnership. This collaboration is designed to provide coordinated outreach services to youth and adults who are homeless in Denver. The City will expect the Contractor to coordinate efforts in leading the DSOC towards achieving the outlined expectations goals and outcomes listed in this scope of work. It is the Contractor's responsibility to ensure that DSOC partners are meeting the required outcomes of the contract.

The central premise of the Homeless Outreach and Housing Placement Program is to move people living/sleeping on the streets or public places into shelters and available and appropriate housing. Many of these individuals are the most chronic and vulnerable of Denver's homeless population who may have severe and persistent mental illness and/or substance abuse disorders. They may be found on the streets, staying in shelters for extended periods of time, in bus/train stations, under bridges, in abandoned buildings and in parks. It is known that support services will be necessary to maintain housing which is the most important outcome for clients. The ultimate goal of the Homeless Outreach and Housing Placement Program is a decrease in the number of homeless persons who are currently unsheltered and not housed.

As part of the City of Denver's goals to reach a 75% reduction in chronic homelessness, the goals and outcomes of this contract will utilize an outcome and

EXHIBIT A-1

performance based model. This will help to ensure that the identified populations remain at the forefront of this program.

DSOC Outreach Workers perform their jobs by locating, engaging and cultivating relationships with hard-to-reach homeless individuals. Face-to-face contact is made, crisis intervention provided, needs are assessed, connections with appropriate services are made and one-on-one assistance is delivered recognizing and defining personal service needs. DSOC Outreach workers meet emergency needs directly and when necessary provide transportation assistance to service sites. Throughout this engagement process, outreach workers identify obstacles that limit or prevent each homeless individual from accessing available services, including housing. DSOC staff members will adhere to the homeless encampment protocol developed by the Contractor and DHS in August 2005 and will work closely with DPD to outreach to the identified camps as outlined in protocol.

III. Goals and Objectives

GOAL	Outcome
<p>Goal #1 Primary goal is to engage homeless individuals on the streets and in shelters in outreach and housing placement services.</p>	<ul style="list-style-type: none"> • 280 adults and youth (200 adults; 80 youth) will be housed or reunified with family in 2011. • Between 150-200 of the total will be identified as chronically homeless. • Expected presence of Outreach workers on streets and in shelters 6 days a week (holidays and Sundays excluded) (18 total: 6 from St. Francis Center, 6 from CCH, 6 from Urban Peak) • Presence from all Outreach teams at community events such as Project Homeless Connect events and health fairs
<p>Goal #2 Make 6,500 unduplicated contacts per contract year with homeless individuals (with a specific focus on those who are chronically homeless)</p>	<ul style="list-style-type: none"> • Participate in National Vulnerability Index Study; house at minimum 25 individuals who are identified as the most vulnerable; anything above 25 will count towards National Campaign goal to house 100,000 in three years. • 280 adults and youth housed or reunified in 2011 (focus on chronically homeless and vulnerable) • For Urban Peak: 80 youth will be housed or reunified in 2011; 190 youth will receive access to emergency shelter (case management to be provided to all 80 youth housed and 190 placed in shelter); • Attend quarterly meetings with review committee to report out on numbers (focus on chronic, youth and vets) and progress.
<p>Goal #3 Maintain suggested Hours of Operation for Homeless Outreach and Housing Placement Services Program</p>	<ul style="list-style-type: none"> • Hours of operation for will be 7am-9pm April 16-October and 7am-10pm November-April 15. A representative from Outreach Collaborative will be available 365 days/yr to respond to "sit & lie" ordinance outreach requests from DPD.
<p>Goal #4 There will be a coordinated response by Outreach teams to all inquiries related to homelessness from City Council, concerned citizens and members of the community.</p>	<ul style="list-style-type: none"> • DSOC Outreach coordinator will provide a response to Denver's Road Home within 48 hours of initial inquiry.

IV. Other Requirements

EXHIBIT A-1

1. Homeless Management Information System (HMIS):

- A. The Contractor agrees to fully comply with the Rules and Regulations required by US Dept of Housing and Urban Development (HUD) which govern the Metro Denver Homeless Management Information System (HMIS). HUD's funding for continuation of all Metro Denver's homeless programs is contingent on the participation of funded agencies and the data quality collected by the HMIS system. Current and future funding by the City will also be dependant on HMIS participation and performance.
- B. The Contractor, in addition to the HUD requirements, shall conform to the HMIS policies established and adopted by the Metro Denver Homeless Initiative (MDHI) and Denver's Road Home (DRH)
- C. HMIS shall be the primary information system for collecting data for DRH. Beyond its role as the primary information system, HMIS is the source of data for evaluating the progress of Denver's Road Home and will be the source for future Homeless Point-In-Time surveys.
- D. The Contractor's HMIS data will be collected monthly and reported to DRH. The data will be used to evaluate the progress made in ending homelessness and changes to policies and funding priorities, if necessary.
- E. Technical assistance and training resources for HMIS are available to each organization based on requests for assistance by the Contractor and by periodic assessments of participation, compliance and accuracy of data collection.
- F. The Contractor will be required to participate in HMIS training sessions and evaluation committee and HMIS Users Group meetings.
- G. The Contractor will be required to collect data on all homeless clients its organization serves and enter this data into the HMIS.

2. Advisory Board:

The Contractor shall, in order to promote client participation in the development of programs and services for the homeless, establish and maintain an advisory board that shall include at least one (1) homeless person receiving services under this Agreement. This Advisory Board will meet monthly to discuss progress, challenges and successes, and distribute monthly reports.

3. DRH Evaluation:

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 Denver's Road Home plan to end homelessness in Denver. This may include participation in the DHS monthly surveys.

4. Meetings:

The Contractor shall attend at a minimum, all Denver Road Home Commission and Town Hall Meetings; Shelter Provider meetings; and Outreach Team meetings.

V. Performance Management and Reporting

EXHIBIT A-1

A. Performance Management

Monitoring will be performed by the DHS program area and or 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. **Performance & 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 the DHS annual plan & policies are being met.

B. Reporting

In addition to any other reports required by the agreement, the following reports shall be developed and delivered to the City as stated in this section.

Report # and Name	Description	Frequency
1. Monthly Reports	Report will detail contacts (duplicated and unduplicated); (to be in conjunction with housing placement services); referrals for substance treatment, referrals for mental health and/or physical health care; access to emergency shelter; assistance with obtaining needed identification; meals provided by Urban Peak; referrals to Homeless Court; and numbers housed (including number code with first and last initials, such as 1JB, 2AC, etc.)	Once a month - Due the third Tuesday of each month
2. Other reports as reasonably requested by the City.	To be determined (TBD)	TBD

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VI. Invoicing

A. Invoices

Invoices	Descriptions	Frequency
1. Monthly Invoices	Monthly Invoices with required backup documentation for payment. Where applicable, this includes time sheets that allocate an individual's time if he/she works less than 100% of time on this grant.	Due the 15 th of each month 100% of the time

VII. Budget

Colorado Coalition for the Homeless Outreach Team			
INDIRECT COSTS:	BUDGET	Budget Narrative Justification	
ADMINISTRATON			
Staffing			
Admin Fees	\$ 41,920	CCH 9% Includes portion of all administrative staff	
Sub-Total (Staffing)	\$41,920		
Other Administrative Costs			
FACILITIES			
Sub-Total (Other Costs)	\$0.00		
General Operating and Overhead Costs			
Facilities	\$ 20,000	CCH Rent and utilities	
Office supplies	\$4,000	CCH Office supplies	
Training and development	\$3,000	CCH Staff trainings/retreats	
Sub-Total (Facilities)	\$27,000.00		
Sum of Indirect Costs:	\$68,911.00		
DIRECT COSTS			
Staffing			
Outreach	\$193,216	CCH 6 FTE	
Case Manager	\$31,000	CCH 1 FTE	
Program Manager	\$22,946	CCH .5 FTE manager	
DSOC Coordinator	\$30,000	CCH .43 FTE	
Mental Health Prescriber	\$8,500	CCH 96 hrs Prescriber	
Taxes and benefits	\$91,412	CCH 32% for taxes and benefits	
Cell phones	\$3,000	CCH 10 phones @ \$25 per month for 9 staff and 1 cell phone for on call "sit and Lie"	
Mileage	\$18,700	CCH reimbursement @.48 cents per mille travel in personal vehicles to transport clients and reach clients	
Sub-Total (Staffing)	\$398,774.00		
Client Needs	\$20,000	Shared Client Needs with CCH & SFC to include but not limited to- Tokens, Birth Certificates, ID's, Clinical Co-pays, move in fees, first months rent, renters insurance, personal care items, clothing, food, utilities, phone deposits	
Motel Vouchers	\$20,000	Shared Emergency motel for clients CCH and SFC	

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Sub-Total (Client Service):	\$40,00.00	
Sum of Direct Services Costs:	\$438,774.00	
TOTAL (Indirect and Direct Costs):	\$507,694.00	

Sub Contracted Services

Saint Francis Center Outreach		
INDIRECT COSTS:	BUDGET	Budget Narrative Justification
ADMINISTRATION		
Staffing		
Admin Fees	\$15,692	SFC 9% includes portion of all administrative staff
Sub-Total (Staffing)	\$15,692	
Other Administrative Costs		
Sub-Total (Other Costs)	\$0.00	
FACILITIES		
General Operating and Overhead Costs		
Facilities	\$3,000	SFC Rent and utilities
Office supplies	\$400	SFC Office supplies
Training and development	\$1,500	SFC Staff trainings/retreats and snacks for same
Sub-Total (Facilities)	\$4,900	
Sum of Indirect Costs:	\$ 20,592	
DIRECT COSTS		
Staffing		
Outreach	\$93,066	SFC 3 FTE
Program Manager	\$29,376	SFC .625 FTE manager
Taxes and benefits	\$38,433	SFC for taxes and benefits
Cell phones	\$4,200	SFC 7 phones @ \$50 per month for 7 outreach staff
Mileage	\$4,378	SFC .50 cents per mile travel in personal vehicles to transport clients and reach clients
Sub-Total (Staffing)	\$169,453	
Sub-Total (Client Service):	\$00.00	Shared with CCH
Sum of Direct Services Costs:	\$ 169,453	
TOTAL (Indirect and Direct Costs):	\$190,045	

Urban Peak Outreach		
INDIRECT COSTS:	BUDGET	Budget Narrative Justification
ADMINISTRATION		
Staffing		
Admin Fees	\$9,442	UP includes portion of all administrative staff
Sub-Total (Staffing)	\$9,442	
Other Administrative Costs		

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	Sub-Total (Other Costs)	\$0.00	
FACILITIES			
	Sub-Total (Facilities)	\$0.00	
	Sum of Indirect Costs:	\$9442	
DIRECT COSTS			
Staffing			
Program Director	\$1,650		UP .02 FTE
Outreach	\$92,980		UP 3 FTE
Program Manager	\$24,720		UP .6 FTE manager
Taxes and benefits	\$23,870		UP for taxes and benefits
Phones	\$1080		UP 3.60 FTE phones @ \$25 per month for 3 staff and supervisor
	Sub-Total (Staffing)	\$144,300	
Client Needs	\$5,659		Transportation, Birth Certificates, ID's, co pays, deposits, motels, client assistance
	Sub-Total (Client Service):	\$5,659	
	Sum of Direct Services Costs:	\$149,959	
	TOTAL (Indirect and Direct Costs):	\$159,401	

BID Downtown Denver Business Improvement District			
INDIRECT COSTS:	BUDGET	Budget Narrative Justification	
ADMINISTRATION			
Staffing			
Admin Fees	\$ 0		COVERED BY BID
	Sub-Total (Staffing)	\$0	
Other Administrative Costs			
	Sub-Total (Other Costs)	\$0.00	
FACILITIES			
General Operating and Overhead Costs			
	Sub-Total (Facilities)	\$0.00	
	Sum of Indirect Costs:	\$0	
DIRECT COSTS			
Staffing			
Ambassadors	\$77,500		BID 1.75 FTE Portion of \$459,000 annual budget for 16 th street mall ambassadors working 7 days per week, 365 days/year.
	Sub-Total (Staffing)	\$77,500	
	Sub-Total (Client Service):	\$	

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Sum of Direct Services Costs:	\$77,500	
TOTAL (Indirect and Direct Costs):	\$77,500	

Total of Contracted and Subcontracted Services: \$934,640.00