

THIRD AMENDATORY AGREEMENT

THIS THIRD 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 SALVATION ARMY**, a California corporation with an address of 180 E. Ocean Boulevard, 9th Floor, Long Beach, California 90802 (the “Contractor”), collectively “the Parties”.

RECITALS

A. The Parties entered into an Agreement dated April 14, 2014 and amended the Agreement on January 15, 2015 and (the “Agreement”) to oversee emergency shelter operations for homeless men.

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

NOW, THEREFORE, the parties agree as follows:

1. All references in the existing Agreement to “Manager” of the Department of Human Services are hereby amended to read “Executive Director”.

2. All references to “Exhibit A”, “Exhibit A-1”, and “Exhibit A-2” in the Agreement are amended to read to read as Exhibits A, A-1, A-2, and A-3, as applicable. The scope of work marked as Exhibit A-3 is attached and incorporated by reference. Effective as of January 1, 2015, Exhibit A-3 will replace and supersede Exhibit A-2 in its entirety and Exhibit A-3 will govern the services and budget for work performed under the Agreement from January 1, 2015, until December 31, 2015.

3. Article 4.d.(1) of the Agreement, entitled “**Maximum Contract Amount**”, is amended to read as follows:

“4. COMPENSATION AND PAYMENT:

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **Eight Hundred Ninety Five Thousand Three Hundred Thirty Eight Dollars and Zero Cents (\$895,338.00)** (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, 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.”

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

5. This Third Amendatory Agreement is not 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.

**EXHIBIT LIST:
EXHIBIT A-3 – 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-201314454-03

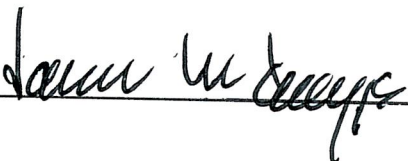
Contractor Name: THE SALVATION ARMY

By: 

Name: Victor R. Doughty
(please print)

Title: Treasurer
(please print)

ATTEST: [if required]

By: 

Name: JAMES M. KNAGGS
(please print)

Title: PRESIDENT
(please print)



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I. Purpose of Agreement

The Denver Department of Human Services (DDHS) and Denver's Road Home (DRH) will partner with the Salvation Army to oversee emergency shelter operations for homeless men and women.

This contract provides funds to support staff that will provide operational support at the Crossroads emergency shelter operated by the contractor. The identified staff will assist clients at the Crossroads shelter located at 1901 29th St. Denver, CO 80216. The contractor's staff shall provide assistance and shall help with the general functions of the facility throughout the duration of this contract.

II. Services

Crossroads Shelter

Service Delivery and Process for Men

- Crossroads, operated by the contractor and located at 1902 29th St. Denver, CO 80216, will provide shelter to men depending on space availability.
- The current number of beds, plus additional overflow mats as needed, paid for under this contract by the City and County of Denver is 200 plus additional overflow mats as needed.
- The Salvation Army will charge a \$7 fee for beds in order to replenish the funding used to provide services not outlined in this agreement. Men in need of emergency shelter shall participate in a lottery system where an opportunity to obtain a mat is provided at no cost.
- The mat lottery shall be conducted by the contractor on Sundays and Wednesdays at the hour of 4:30pm for 3- and 4-day mat tickets respectively.
- Men who desire to participate in the mat lottery may line up at 4:30pm. Anyone in line for a bed ticket before the hour of 4:30pm will lose eligibility to participate in the mat lottery.
- During its regular operating season or during any period of time when emergency shelter procedures are activated, a mat lottery should be held on specific dates and during consistent times established by the contractor.
- The contractor shall maintain the log of men who received mat tickets through the lottery system. The log shall include the full name of the individual receiving the mat ticket, the date that the mat was provided and the date for which the mat is eligible. Records will be retained for up to 7 years.

Service Delivery and Process for Women through April 30, 2015

- Women's shelter, operated by the contractor and located at a Salvation Army site within Denver through April 30, 2015, will provide shelter to women depending on space availability.

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- Mats as needed, paid for under this contract by the City and County of Denver is 60.
- Women in need of emergency shelter shall obtain a mat as provided at no cost by access through The Salvation Army Harbor Light Center located at 2136 Champa St., Denver, CO 80205, then be transported to a Salvation Army building within the City of Denver.
- Women who desire to shelter may line up at 6:00 pm.
- The contractor shall maintain the log of women who receive shelter. The log shall include the full name of the individual receiving the mat. Records will be retained for up to 7 years.

Time and Manner of Service Delivery:

Men

- Excepting circumstances where an individual in need of a mat is accompanied by an employee of the contractor or a member of the Denver Police Department, or an outreach worker and is brought to the shelter location after 8:00pm, hours of operation for the overflow shelter are 4:30pm – 8:00am, with intake procedures beginning at 4:30pm.
- Each man possessing a bed or mat ticket may arrive to the shelter location beginning at 4:30pm. Doors to the shelter will open at 5:00pm. The contractor will complete intake procedures no later than 6:00pm, except for those individuals who are working and provided verification as such. The Salvation Army may open the courtyard or shelter earlier than 4:30pm as severe weather dictates.
- Each man possessing a bed or mat ticket must enter the shelter through the side door.
- Each man possessing a bed or mat ticket must place their full name on a sign-in log provided by the contractor.
- The contractor shall maintain a sign-in log at the shelter location that includes the first and last name of each man that has presented a bed or mat ticket. The contractor will work in partnership with DPD to facilitate compliance checks on transient offenders registered to the block of Crossroads.
- If a resident leaves the shelter, he will not be allowed to re-enter for the night.
- Showers for residents will be available between the hours of 8:00pm and 10:00pm. Use of a shower will be made consistent with rules established by the contractor.
- A light breakfast and dinner will be provided in kind by the contractor before the men leave the shelter on a regular basis.
- Shelter lights will be turned out at 10:30pm, except on occasions where hours of operation are extended by an emergency situation I.E. (Snowstorm).
- Each man must leave the shelter by 8:00am except under extenuating circumstances such as snowstorm or emergency.

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Women through April 30, 2015

- Excepting circumstances where an individual in need of a mat is accompanied by an employee of the contractor or a member of the Denver Police Department, or an outreach worker and is brought to the shelter location after 6:00pm, hours of operation for the shelter are 6:00pm – 6:00am, with intake procedures beginning at 6:00pm.
- Doors to the shelter will open at 5:30pm. The contractor will complete intake procedures no later than 6:00pm, except for those individuals who are working and provided verification as such
- Each woman possessing must place their full name on a sign-in log provided by the contractor.
- The contractor shall maintain a sign-in log at the shelter location that includes the first and last name of each woman.
- If a resident leaves the shelter, she will not be allowed to re-enter for the night.
- A light dinner will be provided in kind by the contractor before the women leave the shelter on a regular basis.
- Shelter lights will be turned out at 10:30pm, except on occasions where hours of operation are extended by an emergency situation I.E. (Snowstorm).
- Each woman must leave the shelter by 6:00am except under extenuating circumstances such as snowstorm or emergency, and will be transported to St. Francis Center by The Salvation Army

Responsibilities of the Contractor:

- Provide staff at the shelter location.
- Provide physical space to be used by the overnight residents that have been referred to the shelter.
- Prohibit men with bed tickets from queuing in a line by placing their personal belongings in the line in their absence.
- Ensure the rules of the shelter are followed by communicating the shelter rules to men and women as they enter the shelter and by providing signage that displays the shelter rules. Signage must be displayed inside and outside the shelter in locations that are easily seen by shelter residents.
- Take action with any person from the shelter that does not follow the shelter rules. This may include discharge from the shelter for acts of physical and verbal abuse.
- Provide full-time and part-time staff at the shelter location for shelter operations. Maintain staffing 24 hours a day at 1901 29th St. for security purposes. This shall include video surveillance and a building perimeter walk through no less than 4 times a day.
- Maintain overnight staff at the women's sheltering locations during operating hours
- Provide a sufficient amount of additional lighting near and around the shelter. Sufficiency has been determined based on a joint assessment made by DPD and The Salvation Army.

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- Provide physical space on first floor at Crossroads to be used by the overnight residents that are part of the lottery system.
- Provide 205 beds where residents can sleep and a minimum of 110 additional mats to be used as needed for men and 60 mats for women.
- Provide laundry facilities (machines where blankets will be laundered by staff or volunteers) for men.
- The Salvation Army's rescue vehicle will be available for pick-up call from DPD and Street Outreach from 4-10pm and on an emergency basis only from 10pm until 2am.
- Provide a process for outreach teams, members of the Denver Police Department and resource providers including agencies and hospitals in the community to contact the contractor on occasions when a man is found outdoors and has need for shelter for the night.

Responsibilities of the City and County of Denver thru the Denver Department of Human Services and Denver's Road Home

- Provide the name of an outreach coordinator from the city who will serve as a point person for concerns or questions that the contractor may have. The liaison will serve as the connection between the City and County of Denver, shelters/resource providers and the contractor.
- Inform the contractor, outreach teams, the Denver Police Department and Denver Road Home partners and providers about when shelters will be operational.
- Organize periodic community meetings for the purpose of obtaining feedback concerning shelter activity.
- Coordinate a communication meeting that allows residents and business owners in the shelter area to provide immediate feedback and concerns about Crossroads shelter.

III. Process and Outcomes Measures

Process Measures

1. Safe shelter will be provided to 100% of all men sleeping in the Crossroads Shelter, and the women at the Women's Sheltering location.
2. Rules of the shelter will be communicated to all men sleeping in the Crossroads Shelter upon entry, both verbally and by providing signage both inside and outside the shelter, and to the women at the Women's Sheltering location.
3. Appropriate action will be taken with any client who does not follow the rules of the shelter, up to and including discharge from the facility, to ensure the safety of staff and other clients.
4. Contractor shall submit accurate and timely invoices (on or before the 15th of each month) 100% of the time.

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Outcome Measures

1. All critical safety issues will be reported to the DHS Programs Manager.
2. The number of successful male participants that move on to Phase 2 each quarter will be 10 or higher.
3. Payment will be made by DDHS to the vendor timely 100% of the time.

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 DDHS policies are being met.

B. Reporting

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

| Report # and Name | Description | Frequency | Report to be sent to: |
|--------------------------|--|------------------|------------------------------|
| 1. Quarterly Report | Report shall demonstrate achievement of Process and Outcome measures in Section III above. Reports must include utilization of beds/mats available each night, number of participants that enter Phase one of the program each Quarter and % and number of successful participants that move on to | Quarterly | Jon Luper |

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| | | | |
|---|---|--|-----------|
| | Phase 2 each quarter. | | |
| 2. Contract Summary Report | Report shall demonstrate all functions performed, and how services provided met the overall goals of this agreement. Other data will include total budget per line item, amount spent, and an explanation as to unspent funds, etc. | Contract End, within 45 days after Term End. | Jon Luper |
| 3. Other reports as reasonably requested by the City. | To be determined (TBD) | TBD | Jon Luper |

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

| Salvation Army Crossroads Term: 1/1/2015 to 12/31/2015 | | |
|---|--------------------|--|
| | Total Budget | Total Budget Narrative |
| SUPPORT SERVICES @ 11.5% | \$19,080.00 | Headquarter support services (payroll, accounting, legal, property, etc. To include the cost of Divisional Leadership, i.e. the Divisional Commander, the Divisional Business Secretary, the Divisional Finance Director, Divisional Social Services Director etc. This is a standard indirect cost that is applied as a flat percentage of income billed monthly at 11.5% of the total amount of the invoice for the month. This Budget is for January through April of 2015 for emergency cold weather overflow. |
| DIRECT COSTS | | |
| Staffing | | |
| Salary | \$82,515.00 | Staff Salaries (1 f/t Program Administrators, 1 f/t Program Director, 1 f/t Program Supervisor, 1 f/t Assistant Manager, 1 f/t office manager, 1 f/t database admin., 1 f/t Shelter Worker, 1 f/t maintenance worker, 24 Shelter Workers, 1 f/t bed manager) |
| Fringe | \$5,157.19 | Employer paid benefits excluding life insurance |
| Taxes | \$6,312.40 | Denver Head Tax |
| Sub-Total | \$93,984.59 | |
| FACILITIES | | |

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| General Operating & Overhead Costs | | |
|---|---------------------|--|
| Insurance and General Liability | \$5,934.48 | Sexual Misconduct and General Liability |
| Utilities | \$16,653.93 | Xcel and Water for Crossroads for the men and Red Shield for the women. |
| Food and Supplies | \$49,685.00 | Food and Consumable Supplies. Food cost covers the cost of dinner and breakfast for the men and women. Consumables cost cover the cost of paper plates, napkins, cups, bowls, silverware, condiments, cleaning supplies, emergency blankets, towels, hygiene items, gloves, masks, toilet paper, paper towel, etc. |
| Sub-Total | \$72,273.41 | |
| TOTAL BUDGET | \$185,338.00 | |

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. Programs that receive funding through McKinney-Vento that produce an Annual Progress Report (APR) must also collect program level data elements. These programs include: SHP (a.k.a. S+C), Section 8 Mod Rehab, Emergency Solutions Grant (ESG), and Housing Opportunities for Persons With AIDS (HOPWA). 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) and the Balance of State Continuum of Care.

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

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

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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 2014-2015 is:

MDHI:

| 2014 Dates | 2015 Dates |
|--------------------|-------------------|
| July 17, 2014 | January 15, 2015 |
| September 18, 2014 | March 19, 2015 |
| November 20, 2014 | May 21, 2015 |

E. Data Quality Standards:

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

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- *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.