

## REVIVAL AND SECOND AMENDATORY AGREEMENT

**THIS REVIVAL AND SECOND AMENDATORY AGREEMENT** is entered by the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **BLUFF MERCY, LLC.**, a not-for-profit corporation whose address is 1999 Broadway, Suite 1000, Denver, CO 80202 (“Contractor”), collectively “the parties”.

### RECITALS

- A. The City and the Contractor entered into an Agreement dated May 21, 2012, as amended by a Revival and Amendatory Agreement dated February 25, 2013, to provide subsidized housing and life skills resources and training for families who are residents at Contractor’s facility located at the facility known as Bluff Lake Apartments, 10425 East 31st Avenue Denver, CO 80238 (together, the “Agreement”).
- B. The Agreement expired by its terms on December 31, 2013, and the Contractor has continued to provide services.
- C. The City and the Contractor wish to revive the Agreement, extend its term for an additional year, and increase the total compensation to be paid for such extended term.

**NOW, THEREFORE**, the parties hereby amend the Agreement as follows:

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

“2. **TERM**: The term of the Agreement is from January 1, 2012, to December 31, 2014.”

2. All references to “...Exhibit A...” in the Existing Agreement shall be amended to read: “...Exhibit A, A-1, and A-2, as applicable...”. The scope of work and budget marked as Exhibit A-2 attached to this Revival and Second Amendatory Agreement is hereby incorporated herein by reference. Exhibit A-2 will be in effect from and after January 1, 2014.

3. Subparagraph a of Paragraph 4, entitled “**COMPENSATION AND PAYMENT**”, is hereby 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 **Nine Hundred Thirty Five Thousand Seven Hundred Seventy Eight Dollars and Zero Cents (\$935,778.00)**. Amounts billed may not exceed the budget set forth in **Exhibit A, A-1, and A-2, as appropriate.**”

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

5. This Revival and Second Amendatory Amendment may be executed in counterparts, each of which is an original and constitute the same instrument.

6. This Revival and Second 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.

**Exhibit A-2 and Signature pages 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:** SOCSV-201103957-02

**Contractor Name:** BLUFF MERCY, LLC

By: Carolyn Purtle

Name: Carolyn Purtle  
(please print)

Title: Sr. Asset Manager +  
(please print) Owner Rep

**ATTEST: [if required]**

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

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

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

.....





**SCOPE OF WORK**  
**Bluff Mercy, LLC**  
**2011-03957-02**

**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 **Bluff Mercy, LLC**. In addition, to establish collaboration between Bluff Mercy, LLC, DDHS, and Denver’s Road Home for subsidized housing and life skills resources and training for families that are residents of Bluff Mercy, LLC.

**II. Program Goals & Outcomes**

Goal	Outcome
<p><b>Goal #1</b> Provide long term, permanent supportive housing.</p>	<p><b>Outcome #1</b> 80% of residents will stay in Bluff Lake Apartments 1 year or longer.</p>
<p><b>Goal #2</b> Resident Services Coordinator and Case Manager to implement core programs and collect and record data to measure program outcomes. Core programs include, but are not limited to, education, community participation, health and wellness, financial stability, and economic development.</p>	<p><b>Outcome #2</b> 75% of adult residents at the 30% and below AMI will work with the RSC and Case Manager to set five specific goals for each of the program areas for the time they live at the property.</p>
<p><b>Goal #3</b> Contractor shall submit accurate and timely invoices in accordance to the requirements of this Agreement.</p>	<p><b>Outcome #3</b> Invoices and reports shall be completed and submitted on or before the 15<sup>th</sup> of each month 100% of the time.</p>

**III. Services**

A. The contractor will provide 91 total units to families and individuals. Thirty-one (31) rental units will be to households whose income, at the time they initially lease a unit, is equal to or less than 30% of the area median gross income (AMI). Fifteen (15) rental units will be to households whose income, at the time they initially lease a unit, is equal to or less than 40% of AMI. Forty (45) rental units will be to households whose income, at the time they initially lease a unit, is equal to or less than 50% of AMI. New households at or below 30% in the 31 units shall be Denver County residents only.



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B. Commencing on, or about, June 1, 2012 the contractor will be entitled to be reimbursed by the City for a Monthly Rental Subsidy in an amount not to exceed \$19,266 per month for the 31 units designated for the 30% and below AMI. The Monthly Rental Subsidy may be billed to the City every 30 days using a per unit basis.

1. The Monthly Rental Subsidy amount is calculated as the difference between the actual tenant rent collected from the 30% AMI households and the Denver Road Home (DRH) Fair Market Rent (FMR) as periodically established by DRH. The Tenant Rent Contribution shall be established by the contractor. However, the tenant rent contribution shall not exceed 30% of their income. Bluff Mercy, LLC will show the actual tenant rent paid as well as the amount to be reimbursed for each unit on the invoice.
2. DHS will compensate Bluff Mercy, LLC up to 30 days at the DRH FMR rate for unoccupied rental units in the 31 units designated for the 30% and below AMI.
3. The 2013 DRH FMR per bedroom size is as follows:

<b>Number of Units</b>	<b>Unit Type</b>	<b>DRH FMR</b>
13	1BR/1BA	\$759
16	2BR/2BA	\$925
2	3BR/2BA	\$1,304

- C. The contractor will provide a Resident Services Coordinator (RSC). The RSC will have a focus on helping the youth in the community. The RSC will focus on two of the five core programs: education and community participation. The program areas include, but are not limited to, the following:
1. Education: educational support for continuing education, leadership programming, community service, physical activity and recreation, referrals to education services (schools, tutors, GED classes, language classes, etc.), technology literacy, and work on the goals set in the IAP.
  2. Community Participation: community projects and events, volunteer opportunities, voter education and registration, leadership programming, community safety initiatives, family reconciliation, referrals, technology literacy, and work on the goals set in the IAP.
- D. The contractor will provide a Case Manager (CM). The CM will develop an Individualized Action Plan (IAP) at intake of the resident as an assessment tool for goal setting in each of the five core program areas. The CM will coordinate and do referrals to behavioral health services. The CM will also be responsible for conducting an Activities of Daily Life (ADL) screening for residents to assess their abilities to complete daily living tasks resulting in a set of essential



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activities for each resident. The CM will focus on three of the five core programs: health and wellness, financial stability, and economic development. The program areas include, but are not limited to, the following:

1. Health and Wellness: health and wellness interviews, ADL screening and support, referrals to preventative, primary and health care, referrals to behavioral health care, health benefits acquisition, health education and risk reduction, food, physical activity, wellbeing checks, transition plans to and from hospitals or institutions, technology literacy, and work on the goals set in the IAP.
2. Financial Stability: financial stability seminars, financial benefit acquisition, employment and job readiness support, Earned Income Tax Credit education, referrals to outside resources, technology literacy, and work on the goals set in the IAP.
3. Economic Development: education on housing stability, eviction prevention coaching, lease education, housing options, housing inspections, linkage with financial resources, referrals to outside resources, and work on the goals set in the IAP.

- E. The contractor will make their best effort to enter into two Housing Assistance Payments (HAP) contracts with the Denver Housing Authority.
1. It is anticipated that tenants with Housing Choice Tenant Based Vouchers or Section 8 vouchers will become tenants in some of the 31 units reserved for 30% AMI or below. The amount of the first HAP contract will be subtracted from the Monthly Rental Subsidy request submitted to the City.
  2. A second HAP contract will provide Veteran's Administration Supportive Housing (VASH) project-based rental subsidies for 15 units who meet the 40% and below AMI. These VASH units will not receive additional rental subsidy from the City.
- F. The contractor will submit a budget to the City for Resident Services costs anticipated in the next fiscal year 2014 by November 1<sup>st</sup>, 2013, for consideration by DHS in the event the City determines in its sole discretion to continue funding for this agreement. Reimbursable costs may only relate to salaries, benefits, and materials. If seeking reimbursement for materials, the contractor must submit evidence of such expenditures in the form of an invoice or receipt.



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**IV. Performance Management and Reporting**

**A. Performance Management**

Monitoring will be performed by the 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. **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**

The following reports shall be developed and delivered to the City as stated in this section. A template with what should be included on quarterly and summary reports will follow after the execution of the contract.

<b>Report # and Name</b>	<b>Description</b>	<b>Frequency</b>
1. Quarterly Report	Report shall demonstrate achievement of Goals 1 and 2 of this SOW. Report shall also include information on all services provided to tenants for duration of their stay at Bluff Lake Apartments.	Quarterly
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.
3. Other reports as reasonably requested by the City.	To be determined (TBD)	TBD





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**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>Monthly Charge</b>	<b>Total Budget for contract</b>
Housing Subsidy costs	Not to exceed \$19,266 per month	\$231,192
Materials and Supplies (stock the food bank, bus tickets, school supplies, food for community events)		\$1,250
Case Manager- 100% of time	Approximately \$3,940	\$47,280
Resident Services Coordinator - 100% of time	Approximately \$2,643	\$31,720
Fringe Benefits at 25%		\$19,750
	<b>TOTAL</b>	<b>\$331,192</b>

**VI. Other Requirements**

A. Homeless Management Information System (HMIS):

1. The Contractor agrees to fully comply with the Rules and Regulations required by the US Dept of Housing and Urban Development (HUD) which govern the Metro Denver 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, S+C, Section 8 Mod Rehab, ESG, and HOPWA.
2. 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)



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3. 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.
4. The contractor agree to collect and record MDHI/HUD required HMIS information (intake, exit, and annual updates) on each family applying for program participation into HMIS information for program participants must be entered into HMIS within five days of providing a program or service to participants and must include program data elements for completing Annual Performance Reports (APRs) to HUD. HMIS should be used to document and provide information on any changes in the number of family members or changes in income. Using HMIS the contractor should, 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.
5. Technical assistance and training resources for HMIS are available to the Contractor based on requests by the Contractor and by periodic assessments of participation, compliance and accuracy of data collection. The contractor is required to participate in the HMIS Users Group meetings.
6. The Contractor will be required to collect data on all homeless clients its organization serves and enter this data into the HMIS.
7. Security - All workstations, desktops, laptops, and servers connected to the sub recipient's network or computers accessing the HMIS through a Virtual Private Network (VPN) must comply with the baseline security requirements. The sub recipient's HMIS computers and networks must meet the following standards:
  - a. Secure location
  - b. Workstation username and password
  - c. Virus protection with auto update
  - d. Locking password protected screen saver
  - e. Individual or network firewall
  - f. PKI-certificate installed or static IP address
8. Data Quality Standards
  - a. Sub recipients must maintain an overall program Data Quality completeness score of 95% or higher.



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- b. Sub recipients must enter HMIS data (program enrollments and services) into the system within five business days of the actual enrollment or service provided date.
- c. City and County of Denver, Department of Human Services reserves the right to run Data Quality reports on sub recipient programs on a monthly basis.
- d. City and County of Denver, Department of Human Services reserves the right to participate in on-site HMIS audits.
- e. City and County of Denver, Department of Human Services reserves the right to conduct Data Timeliness tests on sub recipient programs in HMIS.
- f. City and County of Denver, Department of Human Services reserves the right to run detailed APRs (displaying client-level data) and summary APRs (displaying aggregate-level data) as necessary to review and monitor contractor's program data quality and progress toward achieving annual program goals and outcomes for HUD APR requirements.

**B. 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 from Denver Department of Human of Human Services (DDHS).

**C. Staff Changes:**

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

**D. 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 ongoing evaluation discussions and meetings.