

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is entered into by the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **VOLUNTEERS OF AMERICA COLORADO BRANCH**, a not-for-profit corporation, whose address is 2660 Larimer Street, Denver, Colorado 80209 (the “Consultant” or “Contractor”).

A. The City and the Contractor entered into an Agreement dated April 6, 2010, as amended by an Amendatory Agreement dated January 18, 2011, and a Second Amendatory Agreement dated March 2, 2012, to provide services for Denver’s homeless population (together, the “Agreement”).

B. The City and the Contractor wish to further amend the Agreement to extend its term for an additional year and increase the maximum contract amount.

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

1. All references to “...Exhibit A, A-1, and A-2...” in the original Agreement shall be amended to read: “...Exhibit A, A-1, A-2, and A-3, as applicable...”. The scope of work marked as Exhibit A-3 attached to this Third Amendatory Agreement is incorporated by reference and shall control the services to be provided for the period from January 1, 2013, to December 31, 2013.

2. Contractor will continue to use Exhibit C attached to the Amendatory Agreement dated January 18, 2011, in accordance with the provisions of Exhibit A-2.

3. Paragraph 3 of the Agreement, entitled “**TERM**”, is amended to read:

“**3. TERM:** The Agreement will commence on **January 1, 2010**, and will expire on **December 31, 2013** (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.”

4. Subparagraph a of Paragraph 4 of the Agreement, entitled “**COMPENSATION AND PAYMENT**”, is amended to read as follows:

“**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 **Five Hundred Sixteen Thousand Six Hundred Eighty Five and 00/100 Dollars (\$516,685.00)** (the “Maximum Contract Amount”) in accordance with the fee schedule set forth in Exhibit A, A-1, and A-2, as applicable. Amounts billed may not exceed the budget set forth in Exhibit A, A-1, A-2, and A-3, as applicable.”

5. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

6. This Third Amendatory Amendment may be executed in counterparts, each of

which is an original and constitutes the same instrument.

7. 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: SOCSV-CE01127-03

Contractor Name: VOLUNTEERS OF AMERICA COLORADO
BRANCH

By: Dianna L. Kunz

Name: Dianna L. Kunz
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)





**Volunteers of America
Exhibit A-3, Contract # CE01127(3)
Scope of Work and Budget**

I. Purpose of Agreement

Denver Department of Human Services is working with the Volunteers of America and community partners in order to provide services for Denver's homeless populations. This Contract will help provide these vital services to Denver's homeless and help meet the goals of Denver's Road Home plan to end homelessness.

II. Program Goals & Outcomes

Goal	Outcome
Goal #1: The Contractor will provide emergency shelter for 1200 people. 600 women and 600 family members annually	Outcome #1: Of the 1200 served: Safety Measure: 90 percent of adults will state they felt safe during their stay at the Brandon Center. Stabilization Measure: 75 percent of those served will exit Brandon Center in a more stable position as indicated by achievement of educational skills, employment skills or job training. Housing Measure: Of those who reside at the Brandon Center for 30 days or longer, 50% of families and 35% of single women served will exit to stable housing.
Goal #2: The Contractor will provide intensive case management	Outcome #2: 100 percent of children will demonstrate increased physical and emotional well being, as evidenced by better health and nutrition, increase in cognitive ability, academic success and engagement with school and family. This will be documented by case manager



	observations in case files.
Goal #3: The Contractor will submit accurate and timely required invoices and reports in accordance to the requirement of this agreement. Submit monthly invoice request by the fifteenth day of each month.	Outcome #3: 100 percent of invoices and reports are received by the 15 th day of each month.

III. Services

This Contract will provide supportive services for residents at the Brandon Center. The services included at this location are Emergency Shelter, Advocacy Center, Housing Assistance, and Community Education Programs.

Local funds support all services provided to residents at Brandon Center:

- 24 hour Intake Emergency Shelter
- Individual and group counseling will be offered on site
- Parenting education and on site children services
- Housing assistance and information and referrals
- On-site employment and GED programs are integrated into a case plan developed for each family.
- Transportation Assistance in the form of bus passes or bus tokens.
- Assistance for clients who need to obtain legal identification.
- Job Search assistance
- Housing Referral Assistance
- Rental Assistance
- Utility Deposits

IV. Other Requirements

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.

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 Shelter Provider meetings and Town Hall meetings.

V. Performance Management and Reporting

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. Quarterly Reports	Report format will be based on program goals and outcomes.	Due Quarterly 04/15/2013 07/15/2013 10/15/2013 01/15/2014
2. Participant Follow up reports	Reports will show the progress of participant after they have exited the Brandon Center 30, 60 and 90 days after placement into housing.	Monthly with invoices
3.. Other reports as reasonably requested by the City.	To be determined (TBD)	TBD

VI. Invoicing

A. Invoices

Invoice	Description	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

Contractor Name: VOA Contract Term: 1-01-13 to 12-31-13 Program Name: Brandon Center		Contact Name: Lindi Sinton Contract Number: SOCSV-CE01127-03
INDIRECT COSTS	Total Budget	Budget Narrative Justification
ADMINISTRATION		.23 FTE Associate Division Director Fringe calculated at .209 includes FICA, retirement, unemployment and workers comp.
Staffing		
Salary - Administration	\$10,050.00	
Salary - Fringe - Administration	\$2,100.00	
	\$0.00	
Sub-Total	\$12,150.00	
Other Administrative Costs		
Administrative - Fees		
	\$0.00	
Sub-Total (Other Costs)	\$0.00	
	\$0.00	
Total Indirect Costs (not to exceed 50%):	\$12,150.00	
DIRECT COSTS		
Staffing		3.0 case managers full-time equivalent - includes relief staff filling in for absences and vacancies Salary for 2 part-time Motel Voucher Writers which includes a weekend position Fringe calculated at .209 includes FICA, retirement, unemployment and workers comp.
Salary - Case Manager	\$90,580.00	
Salary Voucher Writer	\$20,451.00	
Salary - Fringes	\$23,205.00	
Sub-Total	\$134,236.00	
Total (Direct Services):	\$134,236.00	



DENVER
THE MILE HIGH CITY

TOTAL BUDGET	
	\$146,386.00