AMENDATORY AGREEMENT

THIS 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 **VOLUNTEERS OF AMERICA COLORADO BRANCH**, whose address is 2660 Larimer Street, Denver, Colorado 80205 (the "Contractor") collectively, the "Parties".

RECITALS:

A. The Parties entered into an Agreement dated April 10, 2014 (the "Agreement"), to provide on-call emergency shelter for homeless individuals and families through the Denver Department of Human Service's Motel Voucher Program.

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

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. Effective as of the date shown on the City signature page below, **Exhibit A-1** (attached and incorporated into this Amendatory Agreement by this reference) is the amended Scope of Work and replaces Exhibit A, the scope of work that was attached to the original Agreement. For all services provided on or after the date shown on the City signature page below, all references to "Exhibit A" in the Agreement are amended to read "**Exhibit A-1**".

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

"**3. TERM**: The term of this Agreement shall commence on **January 1, 2014**, and expire, unless sooner terminated, on **December 31, 2015**. 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. 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 Thirty**

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Two Thousand Dollars and Zero Cents ($832,000.00) (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 or A-1, as applicable**.** Any services performed beyond those in Exhibit A or A-1, as applicable**,** are performed at Contractor's risk and without authorization under the Agreement."

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

6. This 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-1 – 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-201314480-01

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)

I. Purpose of Agreement

Denver Department of Human Services (DDHS) is working with community partners that provide services for Denver's homeless populations through the Motel Voucher Program. This Contract will help provide vital services to Denver's homeless by providing housing for families and single women when all of the City's emergency shelter beds are full.

II. Services

The motel will receive guests through the City's voucher program only on an on-call basis. DDHS will issue a motel voucher to the client, who in turn will give the voucher to the authorized motel provider. Provider will submit, on a monthly basis, the motel voucher with the invoice(s) to DDHS. Additional services provided by motel are as follows:

- Women and families with children will be provided with safe and reasonable accommodations. Families are defined as minors with at least one adult.
- Facility will be clean and free of drugs, violence and illegal activities.
- Client rooms shall have basic and adequate furnishings, such as a bed, chair, table, lamp, clean pillows, sheets and substantial blankets, towels and washcloths, toilet paper, facial tissue, soap and private window coverings.
- Each room will have private shower or bathing facilities complete with hot and cold running water. Bathroom toilets will flush.
- Facilities will be clean and will have no infestations of vermin or insects. The facility will provide regular pest prevention. If infestations occur, VOA will resolve within 24 hours.
- Each client room will have a functional telephone as available.
- Heating and cooling systems will be fully operational.
- The contracted room rate will include electrical and water, including washers and dryers (or access to laundry services) for clients.
- Room doors and windows will be intact and have functional locks. Upper floor stairways, windows and doors will have appropriate safety features for the protection of young children.
- Client rooms and common areas will be cleaned as needed and prior to new occupancy. This includes; trash removal, vacuuming of carpets, cleaning hard surfaces, sanitizing and cleaning bathrooms and replacement of all used sheets and towels with clean sets.
- Facilities must be up to code on all health and safety issues.
- Any damages to the facility and/or surrounding property must be addressed in a timely manner.

EXHIBIT A-1

- Random checks of any unoccupied rooms and public areas by DDHS staff will be permitted with or without notice.
- Volunteers of America Colorado Branch must notify DDHS of any legal citations and/or building closures and changes that would affect room availability within 72 hours.
- Contractor must ensure contact information is up-to-date and provide DDHS with any updates necessary. This includes managerial staff names and contacts as well as the person responsible for invoicing.

III.   Outcome and Process Measures

Process Measures

- To provide a safe and clean facility for our clientele that is free of drugs, violence and illegal activities.
- Contractor will comply with all health and safety measures to include repairs, sanitation and inspections to include any and all applicable laws
- Contractor facility will meet all ADA guidelines and State and City rules and regulations. Must permit use of service dogs if necessary.

Outcome Measures
- DDHS will receive less than 2 complaints per month
- Certificate of occupancy and compliance with ADA requirements must be valid 100% of the time
- Monthly invoices are to be turned in on time with the required documentation based upon the agreed upon rate that is stipulated in the budget
- Ensure timely correction of any issues that DDHS finds in the random room checks of vacant rooms.

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)

EXHIBIT A-1

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

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

Report # and Name	Description	Frequency
Reporting of all customer concerns and problems within 24 hours if VOA is unable to provide resolution.	Ability to work with county staff and clientele on a face-to-face basis and contact DDHS General Assistance Unit as appropriate on any concerns or problems within 24 hours.	As needed
Contact DDHS if operations are impacted due to fires, major damage, etc.	Notify DDHS General Assistance contact person in the event of issues regarding the operation of the facility.	As Needed

V.   Invoicing

DDHS will issue a motel voucher to the client, who in turn will give the voucher to authorized motel provider. Provider will submit to DDHS on a monthly basis an invoice in the form attached along with all signed motel vouchers processed during the billing period with the invoice.

Clients are required to sign the DDHS approved voucher daily as verification of each nights stay. <u>No alteration of voucher will be accepted for reimbursement.</u>

EXHIBIT A-1

Invoice	Description	Frequency
1. Invoices submitted as agreed upon.	All invoices <u>must</u> be submitted with all vouchers signed by the client. Vouchers may not have handwritten changes to them.	**Weekly invoice submissions preferred.** Invoices are due the 15th of each month following service - 100% of the time. If invoices are not received by this deadline payment may be withheld.

VI.   Budget

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. DDHS will pay for 30 rooms per night at a rate of $37.99 per night regardless if the rooms are occupied. Contractor will not exceed total maximum amount stated on contract.

EXHIBIT A-1