

## FIFTH AMENDATORY AGREEMENT

**THIS FIFTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **VOLUNTEERS OF AMERICA COLORADO BRANCH**, a Colorado nonprofit corporation, whose address is 2660 Larimer St., Denver, CO 80205 (the “Contractor”), jointly (“the Parties”).

**WHEREAS**, the Parties entered into an Agreement dated April 1, 2021 an Amendatory Agreement dated May 3, 2022, a Second Amendatory Agreement dated March 15, 2023 a Third Amendatory Agreement dated December 7, 2023 and a Fourth Amendatory Agreement dated February 12, 2025 (collectively, the “Agreement”) these funds will be provided to Volunteers of America Colorado Branch (VOACB) to be utilized for Family Motel Shelter Operations and supportive services for people experiencing homelessness within the City and County of Denver; and

**WHEREAS**, the Parties now wish to modify the Agreement as set forth below.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. All references to “...Exhibits A, A-1, A-2, A-3 and A-4...” in the existing Agreement shall be amended to read: “...Exhibits A, A-1, A-2, A-3, A-4 and A-5...” as applicable. **Exhibit A-5** the Scope of Work is attached and will control from and after the date of execution.

2. Section 3 of the Agreement, entitled “**TERM**”, is amended to read as follows:

“**3. TERM**: The Agreement will commence on January 1, 2021, and will expire, unless sooner terminated, on December 31, 2026 (the “Term”).”

3. Section 4 of the Agreement, entitled “**COMPENSATION AND PAYMENT**”, Subsection 4.4 entitled “**Maximum Contract Amount**” Subparagraph 4.4.1 is amended to read as follows:

“**4.4. Maximum Contract Amount**

**4.4.1** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **NINE MILLION SIX HUNDRED THREE THOUSAND SIX HUNDRED FORTY DOLLARS AND ZERO CENTS (\$9,603,640.00)** (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 the Contractor beyond that specifically described in Exhibits A, A-1, A-2, A-3, A-4 and A-5. Any services performed beyond those in Exhibits A, A-1, A-2, A-3, A-4 and A-5 are performed at the Contractor’s risk and without authorization under the Agreement.”

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

5. This Fifth 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.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGES FOLLOW].**

**Contract Control Number:**  
**Contractor Name:**

HOST-202581480-05 / HOST-202057224-00  
VOLUNTEERS OF AMERICA COLORADO BRANCH

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:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_

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

**Contract Control Number:**  
**Contractor Name:**

HOST-202581480-05 / HOST-202057224-00  
VOLUNTEERS OF AMERICA COLORADO BRANCH

By:  27C9880C2E604C7...

Name: Chiyoko Yokota  
(please print)

Title: Chief Financial Officer  
(please print)

ATTEST: [if required]

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

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

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

**EXHIBIT A-5**  
**SCOPE OF WORK**  
**DEPARTMENT OF HOUSING STABILITY**  
**Volunteers of America Colorado Branch**  
**HOST-202581480-05**

**I. INTRODUCTION**

**Contract Term Dates:** January 1, 2021 – December 31, 2026

**Project Description:**

This agreement is entered between the Department of Housing Stability (HOST) and the Volunteers of America Colorado Branch (VOACB) for the purpose of providing Family Motel Shelter Operations and supportive services for people experiencing homelessness within the City and County of Denver. The Fiscal Year 2026 award amount for this contract is **\$2,550,000** for a total contract amount of \$9,603,640.

Funding Source:	Homelessness Resolution Fund
Project Name:	Family Motel Shelter Operations
Budget Type:	<b>Fee for Service</b>
Contractor Address:	2660 Larimer Street, Denver, CO 80205
Organization Type:	Non-Profit

**II. SERVICES DESCRIPTION**

- A. VOACB will be responsible for adhering to the Shelter Program Standards document to be provided by HOST.
- B. Shelter Operations
  1. VOACB will operate, clean, and maintain a 365-day, 24-hour emergency shelter located in the City and County of Denver.
  2. VOACB will adhere to the Shelter Standards Document that HOST will provide prior to commencement of the current period of performance.
  3. A Secured space shall be allocated for client activities including sleeping, showering, and laundering of client-belongings.
  4. Clients shall have access to shelter programming on-site. Shelter programming will be offered by VOACB staff.
  5. A minimum of thirty shelter rooms will be reserved for families with children or dependent individuals in the household experiencing homelessness within criteria set by HOST. Referrals for shelter will come through coordinated shelter access, in accordance with established eligibility and prioritization guidelines by the City. If there are open rooms available, VOACB is allowed to fill the rooms with internal referrals or emergency requests from partner agencies if the available shelter units are not filled through coordinated shelter access within two business days.
  6. At all locations, VOACB will provide blankets, towels, hygiene supplies and access to three meals a day.

7. VOACB will provide necessary staffing at the front desk to assist with crisis intervention services for clients at all locations.

#### C. Shelter Programs

1. VOACB will provide housing-focused case management services in pursuit of positive housing outcomes. Services will include but are not limited to:
  - a. crisis management and conflict resolution
  - b. benefit and income acquisition, and connection to mainstream resources.
  - c. case planning
  - d. conducting needs assessments, including Coordinated Entry assessment
  - e. assisting with obtaining vital documents
  - f. case conferencing
  - g. housing navigation, including search and placement
  - h. person-centered community referrals.
2. VOACB will participate in coordination meetings with HOST and other partners. Specific meetings and frequency will be determined in collaboration with HOST. Examples include, but are not limited to case conferencing, coordinated entry meeting, city led meetings and Family Solutions Group.

#### D. Funding and Assignment Agreement (FAA) Requirements

1. To satisfy the RISE Denver GO Bond obligations under the FAA (HOST 202370324) and any amendment thereafter), upon completion of the construction of the “Shelter Facility” located at 4885 W Colfax Avenue, Denver CO 80204:
  - a. The property must be utilized and operated as shelter the entire duration of the Term. At least sixty (60) rooms at the Property must be used for non-congregate shelter.
  - b. Operator must make a minimum of eighty percent (80%) of the non-congregate shelter room available for shelter guests. “Available” means that a room is operational and not otherwise unavailable for occupancy due to repairs, maintenance, or similar activities. Rooms that are being cleaned or turned over when a guest vacates the room will be considered available” so long as they can be occupied by another guest within forty-eight (48) hours of the guest vacating the room.
  - c. Operator must obtain the written approval from the Executive Director of the City’s Department of Housing Stability (“HOST”) prior to convening any room being used as non-congregate or congregate shelter to another use.

#### E. Staffing Requirements

1. Operator must have two (2) staff members on site during working hours and two (2) staff during overnight hours.
2. Operator must employ staff that assists shelter guests with rehousing. Staff satisfying this requirement may include case managers, housing advocates, or other similar positions so long as the staff member’s responsibilities include assisting guests with rehousing. Operator must have a minimum ratio of staff focusing on rehousing at the Project as follows: if the Project serves individuals, there must be a minimum of 1:50 staff-to-guest ratio; if the Project serves families, there must be a minimum of 1:30 staff-to household ratio; and if the Project serves minors and transitioned aged youth, there must be a minimum of 1:30 staff-to-guest ratio.

- F. VOA will adhere to the Funding and Assignment Agreement (HOST-202370324 and any amendment hereafter) and RISE Denver GO Bond obligations including, but not limited to reporting requirements, covenant terms, and the Shelter Operating Agreement

### **III. ROLES AND RESPONSIBILITIES FOR BOTH PARTIES**

**A. Contractor will:**

1. Work with City to host any city-designated sensitivity training on an annual basis.
2. Provide any online modular sensitivity training developed and provided by the City to all new direct-service staff within 15 days of hire date. Ensure direct-service staff complete training refresher on a biennial basis.
  - a. Sensitivity Training is available at [https://denvergov.org/media/denvergov/housingstability/context\\_of\\_homelessness/story.html](https://denvergov.org/media/denvergov/housingstability/context_of_homelessness/story.html)
  - b. The Executive Director or their delegate are required to complete and sign the “Statement of Completion of Required Training: Informed, Compassionate, and Positive Interactions with Persons Experiencing Homelessness” form biennially and submit to HOST.
3. Post the City and County of Denver’s Anti-Discrimination Office signage in an area where information is available to staff and program participants.
4. Ensure completion of requisite training as outlined by HOST Program Standards document.
5. Obtain consumer input at least quarterly. Gathering and utilizing consumer input ensures that the services provided effectively address the needs and preferences of the individuals/households served by this contractor. Feedback will collect information to ensure equity in access and outcomes. The City reserves the right to issue specific guidelines on the methods for collecting and integrating consumer feedback which may include use of a third-party evaluator. Details will be outlined in Program Standards documents.
6. Provide grievance policy and procedure to HOST within the first 90 days of this contract and annually or as updates are made thereafter. Grievance policies and procedures must be approved by HOST.
7. Complete a security assessment and provide a security plan for each shelter site that must be reviewed and approved by HOST within the first 90 days of this contract and annually or as updates are made thereafter. Security plan requirements will be detailed in HOST Program Standards document.

**B. The City will:**

1. Provide signage that includes information about the City and County of Denver’s Anti-Discrimination Office in both Spanish and English.
2. Provide access to the HOST Program Standards document and HOST will communicate any changes or updates made to the document.

### **IV. EQUITY ACCESS AND OUTCOMES**

The Department of Housing Stability, in alignment with the Mayor’s Office of Social Equity and Innovation, values racial equity and inclusiveness and seeks to reflect this value in our

funding practices. Our commitment to producing racially equitable housing outcomes is paramount to HOST's overall mission of Denver residents being healthy, housed and connected. HOST requires all programs it funds to report on the demographic characteristics of households served by the program throughout the duration of the contract in coordination with other required reporting. The contractor will also report on the demographics of staff working on this program throughout the duration of this contract.

Specific information outlining the required data systems to be used and data to be collected are contained within the scope of work of this contract. This information will help HOST monitor demographic trends in who is served. The underlying objective of collecting and disaggregating data and outcomes by race is to understand who is currently served by HOST funded programs. This information will help inform future evaluation on any potential disparate impacts across HOST programs, as well as strategies to help address equity in access to and outcomes from programs where appropriate. Additionally, HOST program and monitoring staff will be reviewing data, and will discuss your program's progress or challenges towards racially equitable services and outcomes at site visits and monitoring.

## V. OBJECTIVE AND OUTCOMES

Resources	Activities	Outputs	Metric	Outcomes	Metric	Impacts	
Staff (1:30 ratio at all times, including managers)  50 family shelter units  Support Services  Case Management Service Plan for each guest  Homeless Management Information System (HMIS) use Staff training Program Policies HOST funding	<ul style="list-style-type: none"><li>24/7 shelter</li><li>Bed &amp; bedding</li><li>Shower access</li><li>Laundry</li><li>Hygiene supplies</li><li>Meals</li><li>Resource Navigation</li><li>Reunification</li><li>Vital document acquisition</li></ul>	Households served (inflow)	100	Unsheltered families provided a safe shelter	100%	Address Unsheltered Homelessness Expand pathways to successful rehousing.	
	<ul style="list-style-type: none"><li>Relationship building</li><li>OneHome Access</li><li>Housing Search</li></ul>	Households engaged in housing-focused case management	90%	Exits to permanent housing or stable housing, including institutions excluding deaths	50%		
	<ul style="list-style-type: none"><li>Referrals to health-related services</li><li>Weekly Case Management meeting</li></ul>	Households receiving assistance with increasing income through benefits acquisition and/or employment-	70%	Households that have an increase in income through benefit acquisition or employment	70%		
		<ul style="list-style-type: none"><li>HMIS enrollments, annual assessments, case management notes, and exit assessments.</li></ul>	Households receiving assistance to obtain/maintain vital documents	50%	Households that obtain/maintain vital documents	80%	Complete shelter system transformation toward rehousing.
		<ul style="list-style-type: none"><li>HOST required trainings.</li><li>Implementation of best practices</li></ul>	Households without OneHome Assessments	90%	Households that receive housing assessments	75%	Improve homelessness resolution system for families.
		<ul style="list-style-type: none"><li>Timely submission of invoices</li></ul>	Households offered the opportunity to provide feedback on services	100%	Households that complete survey report being satisfied with the services received	70%	
		<ul style="list-style-type: none"><li>Participant feedback</li></ul>					

Assumptions: Unless otherwise indicated, data will be pulled from the Homeless Management Information System (HMIS). Contractor will upload a HMIS Data Quality report in Salesforce with each quarterly report. Data quality must be in alignment with expectations and standards outlined by COHMIS (<https://cohmis.zendesk.com/hc/en-us>). All Metrics will be reviewed quarterly and annually.

## VI. REPORTING

- A. Contractor is required to use Homeless Management Information System (HMIS) for program data collection. Contractor's use of HMIS must adhere to COHMIS [Policy](#) and [Data Quality](#) standards to demonstrate clients' eligibility, and meet indicators in this scope of work. Disbursement of funds is contingent upon the ability to collect program data using HMIS. Contractor's operating emergency shelters for survivors of domestic violence are not required to enter data into HMIS but must be able to provide data that shows progress towards contracted outcomes and match federal reporting standards.
- B. Contractors will be required to use HOST Programs Community to submit all program narrative and qualitative data reports. These reports are due the 15<sup>th</sup> day of the month following each reporting period. Each narrative report will contain information on program success, challenges, and funding leverage during the reporting period.

Report Type	Due Date
Quarterly Report for January 1 – March 31	April 15
Quarterly Report for April 1 – June 30	July 15
Quarterly Report for July 1 – September 30	October 15
Quarterly Report for October 1 – December 31	January 15

- C. HOST Programs Community will provide Contractor with an online portal to submit report for each reporting period. Supplemental reporting may be required when HMIS and/or programs community data and narrative reports are insufficient to demonstrate program impact. Submitted reports will be reviewed by the designated Program Officer for completeness, clarity, and accuracy.
- D. Upon execution of this contract, HOST will provide a user guide for using HOST Programs Community portal along with the required login information. Prior to the due date for the first required report, HOST will provide resources and support as needed or as requested by the Contractor to support the use of HOST Programs Community.
- E. Contractor may be required to submit a Contract Summary Report at the end of the contract period within 30 days after the Term End Date of this contract agreement.
- F. Data Monitoring  
A description of the scope of data that will be monitored by HOST throughout the lifecycle of the contract. This includes the mechanism for reporting, the primary goal for households to be served, desired program outcomes, and any program-specific reporting requirements.
1. Program data
    - a. Data sources
      1. Homeless service providers: All program data reports will be sourced from client-level data entered in HMIS unless otherwise specified. Qualitative program narratives, data quality reports, and any requested supplemental reports can be submitted through the HOST Programs Community.

2. All other programs: Summary reports on clients served will use the HOST Programs Community to report narrative, and households served information. Additional data may be required in the reporting form and/or a supplemental data template provided by HOST.
  - i. Number of unique Households served (universal for all HOST-funded programs) and progress toward the households served goal:  
Households proposed to be served over the contract term – 1275  
 Year 2021: 333  
 Year 2022: 333  
 Year 2023: 334  
 Year 2024: 75  
 Year 2025: 100  
 Year 2026: 100
  - ii. Demographics of households served:  
 Demographic data of households served are monitored to ensure fair and equitable access to services. The scope of demographic data collected are specific to the needs of the program or any related funding sources. Demographic data can include but is not limited to race and ethnicity, income level, participant age/ age-group/ number of age-qualifying participants, disability status, mental health condition, or gender identity.  
 The measures and benchmarks specified in the objectives and outcomes section.
2. Qualitative narratives: This includes reports on program successes and challenges, programmatic updates, and supplemental reports. These reports can be submitted through the Salesforce programs community.
3. Financial Data
  - a. Funding sources and amount included.
  - b. Total Contract spend to date, by budget category.
4. HMIS Data Quality reports (Required for all program reporting in HMIS): Data quality reports are a tool to assist with tracking data quality progress for client data entered into HMIS.
  - a. Data quality standards: The [COHMIS Data Quality Standards](#) determine expected data quality standards by project type. Timeliness is the primary data quality component assessed at HOST to support policies around voluntary client reporting. Table A below summarizes minimum data quality timeliness standards for each project.

<b>Table A</b>		
<b>HMIS Data Entry Time Frame</b>		
<b>Program Type</b>	<b>Minimum Data Elements</b>	<b>Time Frame for Entry</b>
Emergency Shelters	Housing Check-In/Check Out, Services	Same Day
Transitional Housing Programs	Program Entry/Exit, Services	7 Calendar Days
Permanent Supportive Housing Programs		
Rapid Re-Housing Programs		
Homelessness Prevention Programs	Program Entry/Exit, Services	7 Calendar Days After Enrollment/ Eligibility is Established
Outreach Programs	Services	2 Working Days

## **VII. FINANCIAL ADMINISTRATION**

### **A. Compensation and Methods of Payment**

1. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
2. The method of payment to the Contractor by HOST shall be in accordance with established HOST procedures for this Agreement line-item reimbursements. Invoice requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Invoices should be submitted within thirty (30) days of the actual service, expenditure, or payment of expense. Invoices submitted more than 90 days beyond the billing period of the actual service, expenditure, or payment expense, may not be reimbursed without prior written approval from HOST.
3. The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget.
4. Invoice request shall be completed and submitted on or before the 15<sup>th</sup> of each month following the month services were rendered. Contractor shall use HOST's preferred invoice template, if requested, HOST Financial Services may require a Cost Allocation Plan and budget narrative for detailed estimated description and allocation of funds. This is dependent upon funding source and program requirements.
5. No more than four (4) Invoices may be submitted per contract per month, without prior approval from HOST.
6. All Invoices must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout of the contract.
7. All invoices are paid on a "Net 30" payment timeline, presuming invoices are free from errors, and do not require additional documentation or calculation revisions.

8. Sign Up to send all reimbursement documentation (including this form) to:  
<https://denvergovhostlightningforce.my.site.com/AffordableHousing/s/partner-sign-up>

#### **B. Invoicing Requirements**

1. To meet Government requirements for current, auditable books at all times, it is required that all Invoices be submitted monthly to HOST to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.
2. City and County of Denver Forms shall be used in back-up documents whenever required in the Invoice Processing Policy.
3. If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to HOST prior to the draw request.
4. The standardized HOST "Expense Certification Form" should be included with each payment request to provide the summary and authorization required for reimbursement. HOST reserves the right to cancel an invoice if there are material errors that must be corrected and will require the invoice to be resubmitted.

#### **C. Payroll**

1. A payroll register or payroll ledger from the official accounting system will verify the amount of salary. Payroll registers must detail the pay period, gross pay, and deductions.
2. If the employee(s) is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be deducted from the requested reimbursement amount and documented on each reimbursement summary sheet or payroll register.
3. HOST reserves the right to request submittal of additional documentation including timesheets or additional accounting system reports to substantiate payroll reimbursement requests.

#### **D. Fringe Benefits**

1. Fringe benefits paid by the employer can be requested as substantiated by the payroll registers or accounting records submitted for the appropriate period.
2. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick, or military), employee insurance, pensions, and unemployment benefit plans. The cost of fringe benefits is allowable if they are provided under established written leave policies, equitably allocated to all funding sources, including HOST awards; and, the accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the vendor. HOST will not reimburse payments for unused leave when an employee separates from employment.

#### **E. General Reimbursement Requirements**

1. Invoices: All non-personnel expenses should be documented on a summary sheet for the period indicated on the reimbursement request to include:
  - a. Vendor Name
  - b. Amount

- c. Purpose
- d. Payment Method (Check #, ACH Date & Amount, Wire Number, Date & Amount, Credit Card Date & Amount)
- e. All invoices and supporting documentation must be kept on file for audit purposes for three (3) years. For Audit purposes all invoices must be dated and readable invoices. The invoices must be from a vendor separate from the Contractor and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed, and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
- 2. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead require invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by HOST.

#### **F. Budget Modification Requests**

- 1. HOST may, at its option, restrict the transfer of funds among cost categories, programs, functions, or activities at its discretion as deemed appropriate by program staff, HOST executive management or its designee.
- 2. Budget Modifications may be required for changes related to increase or decrease of individual budget line items within an approved budget, to add budget line items, or to make changes to a budget narrative. A budget modification can adjust the award amount available for purposes outlined within the executed contract but cannot increase or decrease the total contract amount or assign resources to a purpose not already included in the original contract agreement.
- 3. Budget modifications will require submittal of written justification and new budget documents by the Contractor. These budget documents will require approval by HOST program, contracting and financial staff.
- 4. The Contractor understands that any budget modification requests under this Agreement must be submitted to HOST after the 30 days the contract agreement start date and before the last Quarter of the fiscal period, unless waived in writing by the HOST Deputy Director or their designee.
- 5. Budget modification requests are limited to two per each fiscal year of a contract agreement term. Exceptions to this limit may be made by the HOST Deputy Director or their designee.

#### **G. Contract Amendments**

- 1. All contract modifications that increase or decrease award amount, alter the contract term date and/or change the scope of work will require an amendment to this Agreement executed in the same manner as the original Agreement.

#### **H. Financial Management Systems**

**The Contractor must maintain financial systems that meet the following standards:**

1. Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal and/or city financial reporting requirements.
2. Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
3. Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property, and it must be assured that it is used solely for authorized purposes.
4. Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
5. All HOST contracts will be subject to applicable Uniform Guidance (2 C.F.R. Part 200), agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
6. Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
7. The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
8. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
9. The Contractor will be responsible for all Disallowed Costs.
10. The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

**I. Procurements**

1. The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services supplies, or other property that costs more than twenty-five thousand dollars (\$25,000) in the aggregate.
2. The Contractor will ensure selected vendor or proposer has required insurance once the Contractor identifies a successful vendor or proposer.
3. The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include but are not limited to the following:

rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

4. For contracts subject to federal agreements, if there is a residual inventory of unused supplies exceeding five thousand dollars (\$5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other federally sponsored programs or projects the Contractor will compensate the awarding agency for its share.

#### **J. Monitoring Requirements**

1. Monitoring may be performed by the program area, contract administration and financial services throughout the term of the agreement. Contractor will be notified in writing 30 days prior to facilitation of contract monitoring.
2. Program or Managerial Monitoring: The quality of the services being provided and the effectiveness of those services addressing the needs of the program. This may include reviewing the current spending and outcomes to date for the contract.
3. Contract Monitoring: Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. HOST will conduct performance monitoring and reporting reviews. This includes reviewing the current spending and outcomes to date for the contract. City staff will address any performance issues and require a corrective action plan to resolve concerns.
4. Compliance Monitoring: Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards, and policies.

#### **K. Records Retention**

1. The Contractor must retain for three (3) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
2. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, to make audits, examinations, excerpts, and transcripts.

#### **L. Contract Close-Out**

1. All Contractors are responsible for submitting a final invoice marked "Final Invoice" and any required performance and outcome reports to HOST by the required due dates outlined in this Contract.
2. All Contractors are responsible for completing required HOST contract close-out forms and submitting these forms to their appropriate HOST Contract Specialist within ninety (90-days) days after the Agreement end date, or sooner if required by HOST in writing.
3. Contract close out forms will be provided to the Contractor by HOST prior to end of contract.
4. HOST will close out the Contract when it determines that all applicable administrative actions and all required work of the contract have been completed. If

Contractor fails to perform in accordance with this Agreement, HOST reserves the right to unilaterally close out a contract, “unilaterally close” means that no additional money may be expended against the contract.

**M. Collection of Amounts Due**

1. Any funds paid to a Contractor in excess of the amount to which the Contractor is determined to be entitled under the terms of the award constitute a debt to the City and County of Denver, if not paid within a reasonable period after demand HOST may:
  - a. makes an administrative offset against other requests for reimbursements.
  - b. withholds advance payments otherwise due to the Contractor; or
  - c. other action permitted by law.
2. The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to Budgeting and Cost Allocation Plans, and Invoicing Process.

**VIII. FUNDS WILL BE USED TO**

- A.** Description of how funding will be used under this Scope of Work. In description, please identify if Organization received income from operations and if non-personnel costs are being funded.

Contract	Amount
Base	\$1,095,000.00
1 <sup>st</sup> Amendment	\$1,168,000.00
2 <sup>nd</sup> Amendment	\$1,399,680.00
3 <sup>rd</sup> Amendment	\$1,333,980.00
4 <sup>th</sup> Amendment	\$2,056,980.00
5 <sup>th</sup> Amendment	\$2,550,000.00
<b>Total</b>	<b>\$9,603,640.00</b>

**IX. Budget**

Contract Program Budget Summary						
Contractor Name/Project:	Volunteers of America Colorado Branch Family Motels					
City Contract #:	HOST-202581480					
Budget Term:	1/1/2026-12/31/2026			Program/Fiscal Year:		2026
Budget Category	HOMELESSNESS RESOLUTION FUND	[Name of Secondary funding source] HOST Funding (If applicable)	Total Costs requested from HOST	Agency Total		Budget Narrative
Personnel: Job Title	Amount	Amount	HOST Total	Amount	%	
Family Motel Rooms	\$2,550,000	\$0	\$2,550,000		#DIV/0!	HOST will pay a flat rate of \$139.72 per day, per room FOR 50 rooms, whether occupied or not. Funds are included for case management and supportive services as needed.
	\$0	\$0	\$0		#DIV/0!	
	\$0	\$0	\$0		#DIV/0!	
	\$0	\$0	\$0		#DIV/0!	
	\$0	\$0	\$0		#DIV/0!	
Total Salary:	\$2,550,000	\$0	\$2,550,000	\$0	#DIV/0!	
Fringe Benefits	\$0	\$0	\$0	\$0	#DIV/0!	
Total Salary and Fringe Benefits:	\$2,550,000	\$0	\$2,550,000	\$0	#DIV/0!	
Other Direct Costs	Amount	Amount	Subtotal	Amount	%	
	\$0	\$0	\$0	\$0	#DIV/0!	
Total Other Direct Costs	\$0	\$0	\$0	\$0	#DIV/0!	
Total Salaries, Fringe and Other Direct Costs	\$ 2,550,000.00	\$ -	\$ 2,550,000.00	0	#DIV/0!	
Indirect Costs						
Indirect Costs	\$0.00	\$0	\$0	\$0	#DIV/0!	
Grand Total	2,550,000.00	0.00	2,550,000.00	0.00	#DIV/0!	



## MEMORANDUM

TO: City Attorney's Office

FROM: Jamie Rife, Executive Director, Department of Housing Stability (HOST)

DATE: September 30, 2025

RE: Justification for Extension of Shelter Contracts Beyond Five-Year Term

### Background

Pursuant to City requirements, contracts exceeding five years must either be competitively procured or justified under special circumstances. The Department of Housing Stability (HOST) currently manages multiple shelter contracts that have reached or are approaching the five-year threshold. These contracts fund essential operations that provide emergency shelter and critical wrap-around services to individuals and families experiencing homelessness.

### Justification

HOST requests authorization to extend these contracts under the special circumstance of continuity of service. The City's shelter network functions as the primary safety net for thousands of unhoused residents each year, offering safe, stable, and life-sustaining services. Interruptions in these contracts would not only jeopardize service delivery to vulnerable populations, but would also destabilize the entire shelter system, increasing risks to public health, safety, and community well-being.

Furthermore, a transition to new providers at this juncture would create significant operational and logistical disruptions. Maintaining existing contractual relationships ensures consistency in staffing, service delivery, and client access during a period when stability is critical.

### Forward Plan

HOST is actively redesigning its shelter strategy to better align with evolving community needs, evidence-based practices, and the City's long-term housing goals. Competitive solicitations for new shelter contracts are scheduled for release in Q2 2026. Extending the current agreements until that time will allow HOST to:

- Sustain uninterrupted shelter operations while procurement is underway.
- Engage in robust stakeholder input and planning for the updated shelter delivery model.
- Structure solicitations that foster competition, innovation, and accountability.
- Ensure adequate time for new providers to mobilize services effectively once contracts are awarded.

### Conclusion



On behalf of HOST, I respectfully submit that the extension of existing shelter contracts beyond five years is warranted and fully justified under the continuity of service exception. This temporary measure will safeguard uninterrupted shelter operations, protect vulnerable residents, and preserve system stability until the City completes a deliberate and competitive procurement process for its redesigned shelter model in 2026.

Sincerely,

Jamie Rife

A handwritten signature in black ink, appearing to read "Jamie Rife", written over the printed name.

Executive Director

Department of Housing Stability (HOST)

Date: