

## SECOND AMENDATORY AGREEMENT

**THIS SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **THE COLORADO COALITION FOR THE HOMELESS**, a Colorado nonprofit, whose address is 2111 Champa Street, Denver, CO (the “Contractor”), individually a “Party” and collectively the “Parties.”

**WHEREAS**, the Parties entered into an Agreement dated November 11, 2020, and an Amendatory Agreement dated July 16, 2021, to provide rapid rehousing services to people experiencing homelessness in the Denver Area (the “Agreement”); and

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

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective upon execution, all references to Exhibits A and A-1 in the existing Agreement shall be amended to read Exhibits A, A-1, and A-2, as applicable. Exhibit A-2 is attached and will control from and after the date of execution.

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

“3. **TERM**: The Agreement will commence on September 1, 2020, and will expire, unless sooner terminated, on December 31, 2022 (the “Term”).

3. Subsection 4.4.1 of the Agreement, under the title “**Maximum Contract Amount**,” is amended to read as follows:

“4.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Six Million Five Hundred Thousand Dollars (\$6,500,000.00) (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 the Contractor beyond that specifically described in **Exhibits A, A-1, and A-2**. Any services performed beyond those in **Exhibits A, A-1, and A-2** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Section 20 of the Agreement, titled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**,” is amended to read as follows:

“20. **NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THIS AGREEMENT**

20.1. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

20.2. The Contractor certifies that:

20.2.1. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

**20.2.2.** It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

**20.2.3.** It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

**20.2.4.** It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

**20.2.5.** If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

**20.2.6.** It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

**20.3.** The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of this Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.”

5. Section 23 of the Agreement, titled “**NO DISCRIMINATION IN EMPLOYMENT**,” is amended to read as follows:

**“23. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

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

7. This Second 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.

8. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-2**, Scope of Work.

**REMAINDER OF PAGE INTENTIONALLY BLANK**

**Contract Control Number:** HOST-202161110-02/202055793-02  
**Contractor Name:** THE COLORADO COALITION FOR THE HOMELESS

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:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

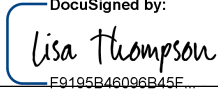
\_\_\_\_\_

By:

\_\_\_\_\_

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

HOST-202161110-02/202055793-02  
THE COLORADO COALITION FOR THE HOMELESS

By:  \_\_\_\_\_  
F9195B46096B45F...

Name:                     Lisa Thompson                      
(please print)

Title:                     Chief Operating Officer                      
(please print)

ATTEST: [if required]

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

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

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



**SCOPE OF WORK**  
The Colorado Coalition for the Homeless  
HOST-202161110-02

**I. Purpose of Agreement**

The purpose of this subrecipient agreement is to establish Scope of Work between Department of Housing Stability (HOST) and the Colorado Coalition for the Homeless (CCH) to coordinate a rehousing collaborative in order to provide rapid rehousing services to at least 260 people experiencing homelessness in the Denver-Metro area.

<b>Funding Source:</b>	<b>Coronavirus Relief Funds - Affordable Housing Funds</b>
<b>Project Name:</b>	<b>Rehousing Collaborative</b>
<b>Activity Name:</b>	<b>Essential Services/Shelter Operations</b>
<b>Federal Award ID (FAIN) #:</b>	<b>SLT0100</b>
<b>Federal Award Date:</b>	<b>8/28/2020</b>
<b>Federal Awarding Agency:</b>	U.S. Department of the Treasury
<b>Pass-Through Entity</b>	City and County of Denver
<b>Awarding Official:</b>	U.S. Department of the Treasury 1500 Pennsylvania Avenue, NW Washington, D.C. 20220.
<b>Grantor:</b>	U.S. Department of the Treasury
<b>DUNS#:</b>	<b>147287775</b>
<b>CFDA#:</b>	<b>21.019</b>
<b>Central Contractor Registration Expiration Date:</b>	<b>03/01/2022</b>
<b>SAM.gov Expiration Date:</b>	<b>03/01/2022</b>
<b>Subrecipient Address:</b>	<b>2111 Champa St Denver CO, 80205</b>
<b>Organization Type:</b>	<b>Non- Profit</b>

**II. Services**

CCH will serve as the lead agency of this Rehousing Collaborative which will provide term limited rental assistance to people experiencing homelessness. The partner agencies in the Rehousing Collaborative include The Salvation Army, the Volunteers of America,



**SCOPE OF WORK**  
 The Colorado Coalition for the Homeless  
 HOST-202161110-02

The Gathering Place, Urban Peak Denver, and The Delores Project. This collaboration will provide short-term bridge shelter, rapid rehousing rental assistance and supportive services to qualifying participants.

**A. Rental Services**

1. This Rehousing Collaborative will administer term-limited rental assistance to households to provide the financial assistance needed to create long-term housing stability
  - a. The maximum term for rental assistance to each household is two years
  - b. HUD Fair Market Rents (FMR) will be used to establish base allowable rents for this program
    - i. Higher rents may be allocated through a comparative rent reasonableness study for an apartment as well as a written narrative explaining why the above-FMR rents support the tenant's ongoing housing stability
  - c. All apartments secured with City and County of Denver funds must comply and retain to housing livability standards
    - i. Properties must meet Housing Quality Standards (HQS) as a minimum
  - d. Fair Housing requirements must be followed by both program administrators and private market property managers

**B. Eligibility Screening**

1. All participants receiving funding in this program must be currently experiencing homelessness
2. Priority will be given to current residents of activated respite and protective action programs, to current residents of auxiliary and emergency shelters in Denver, and unsheltered/unhoused people experiencing homelessness contacted through street outreach.
3. Participants will be enrolled in the OneHome system as appropriate to provide access to permanent housing resources
4. To align with the goal of ensuring housing stability after the rental assistance term has ended additional prioritization criteria have been established and are outlined below
  - a. Households that are currently employed and can be rehoused with limited rental assistance and ongoing support
  - b. Have an employment history that demonstrates their ability to obtain employment with an income sufficient to afford housing in



**SCOPE OF WORK**  
The Colorado Coalition for the Homeless  
HOST-202161110-02

- Denver without ongoing rental assistance (of more than 90 days) and ongoing supportive services
- c. Are over 65 years old and are eligible for Section 202 or other permanent subsidized housing for the elderly, but need rehousing with rental assistance and supportive services until they reach the top of the list for such subsidized housing
  - d. Live with disabilities and are eligible for Section 811 housing or other subsidized permanent housing for the disabled or elderly, but who need rehousing with rental assistance and supportive services until they reach the top of the waiting list for such subsidized housing
  - e. Are on HCV waiting lists, but who need rehousing with rental assistance and supportive services until they reach the top of the waiting list for such housing

**C. Supportive Services**

- 1. Case Management services will work with program participants on individualized plans to obtain and maintain safe and stable housing by the end of the rental assistance term
- 2. Peer Navigation services, who have lived experience of homelessness, or histories of experiencing mental health or SUD issues, will provide social supports to participants and help participants navigate available resources to foster housing stability
- 3. Administrative Support will provide the necessary infrastructural support to the rehousing collaborative to ensure that day to day operations and needs are addressed
- 4. Housing Intake Services will provide the screening and intake services to ensure that all program participants meet the qualifying conditions and are matched to ongoing case management care for the term of this contract after leasing into their own housing unit
- 5. Housing Navigation Services will provide assistance to program participants in securing an apartment, centering participant choice in location and type of residence

**D. Role of Lead Agency As the lead agency CCH is responsible for the following, in partnership with the Rehousing Collaborative Coordinating Committee**

- 1. Convene and facilitate Rehousing Collaborative Coordinating Committee
- 2. Determine screening criteria and modify as necessary
- 3. With the City's written permission, the subrecipient may reallocate amounts between budgeted line items in accordance with City policies and applicable





**SCOPE OF WORK**  
 The Colorado Coalition for the Homeless  
 HOST-202161110-02

regulations. Any modification to Exhibit A that requires an increase in the Maximum Contract Amount shall be evidenced by a written Amendatory Agreement prepared and executed by both Parties in the same manner as this Agreement.

4. Identify and assign specific responsibilities to partner agencies as needed
5. Work with the City to ensure that the program meets stated needs and objectives.
6. Provide reports as outlined in this contract
7. Submit monthly financial reports and invoices to HOST.

**III. Roles and responsibilities for both parties**

**A. Subrecipient 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

- B. The City will:**
1. Provide signage that includes information about the City and County of Denver's Anti-Discrimination Office

**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 contract staff will be reviewing data, and will discuss your program's progress or challenges towards racially equitable services and outcomes at site visits and monitor



SCOPE OF WORK  
The Colorado Coalition for the Homeless  
HOST-202161110-02

**V. Process and Outcome Measures A. Income Acquisition Benchmarks – Rapid Re-Housing**

1. **For Current Participants** (those participants actively enrolled in your program on the last day of the quarter/reporting period).

a. 20% of current program participants will have obtained or maintained income from employment.

i. Data source: HMIS

ii. Measure: Number and percentage of currently participating households who increased earned income from program entry to most recent assessment

b. 40% of current program participants will have obtained or maintained mainstream financial benefits (i.e. SSI, SSDI, TANF, AND), or a steady source of income. This will be measured as the percentage of households who increase total income from program entry to most recent assessment.

i. Data source: HMIS ii. Measures:

1. Number and percentage of currently participating households who increased total income from program entry to most recent assessment

2. Average and median income at program entry and at most recent assessment for currently participating households

3. Number and percentage of currently participating households who had each benefit type at program entry compared to at the most recent assessment.

2. **For Exiting Participants** (anyone who exited the program during the quarter/reporting period – broken down into Successful & Unsuccessful groups of exiting participants).

a. 20% of exiting participants will have obtained or maintained income from employment **at the point of exit.**

i. Data source: HMIS ii. Measure: Number and percentage of exited households who increased earned income from program entry to program exit

b. 50% of exiting program participants will have obtained or maintained mainstream financial benefits (i.e. SSI, SSDI, TANF, AND), or a steady source of income, **at the point of exit.** This will be measured as the percentage of exited households who increase total income from program entry to program exit.



**SCOPE OF WORK**  
The Colorado Coalition for the Homeless  
HOST-202161110-02

- i. Data source: HMIS
- ii. Measures:
  1. Number and percentage of exited households who increased total income from program entry to program exit
  2. Number and percentage of exited households who maintained total income from program entry to program exit
  3. Number and percentage of exited households who reduced total income from program entry to program exit
  4. Average and median income for exiting households at program entry and program exit.
  5. Number and percentage of exited households who had each benefit at program entry compared to program exit

**B. Housing Retention and Attainment Benchmarks – Rapid Re-Housing:**

1. **For Current Participants** (those participants actively enrolled in your program on the last day of the quarter/reporting period).
  - a. Data source: HMIS
  - b. Measures:
    - i. Average and median length of program enrollment
    - ii. Number and percentage of currently participating households enrolled in the program for: less than 3 months, 3 to 12 months, and longer than 12 months
    - iii. Note: program enrollment period is defined as the time between the household's program enrollment date and the last day of the reporting period.
2. **For Exiting Participants** (anyone who exited the program during the quarter/reporting period).
  - a. 65% of program participants will exit the program into a permanent housing outcome/maintain their permanent housing



SCOPE OF WORK  
The Colorado Coalition for the Homeless  
HOST-202161110-02

after RRH intervention, supports, and subsidies expire.

- i. Data source: HMIS
- ii. Measures:
  - i. Number and percent of exiting households by destination at exit. Destinations at exit will be grouped into permanent housing, other stable housing outcomes, and outcomes to other locations (e.g., nightly shelter, street, jail, or unknown destinations).
- b. Length of stay for exiting households
  - i. Data source: HMIS
  - ii. Measures:
    - i. Average and median length of program enrollment
    - ii. Number at percentage of currently participating households enrolled in the program for: less than 3 months, 3 to 12 months, and longer than 12 months

**C. Household Characteristics**

- 1. Households served:
  - a. Data source: HMIS
  - b. Measures
    - i. Number of households served each reporting period and deduplicated count of households served to date
    - ii. Number of households that exited the program within the reporting period and year to date
- 2. Household characteristics:
  - a. Data source: HMIS
  - b. Measures:
    - i. Number and percent of heads of household served by race, ethnicity, and income level at program entry (if reported in HMIS for program type)



**SCOPE OF WORK**  
The Colorado Coalition for the Homeless  
HOST-202161110-02

**D. Data quality for Rapid Rehousing**

1. In order to determine the accuracy and comprehensiveness of the reporting on the above outcome measures, HOST will also collect an HMIS Data Quality Report on the program for each reporting period.

a. Data source: HMIS

**VI. Reporting**

A. Data collection is required and must be completed demonstrating eligibility and progress toward meeting the indicator contained in this Scope of Work. Disbursement of funds is contingent based on the ability to collect the required information.

B. Subrecipient will submit reports via the online portal (unless otherwise specified). Reports will be due on the 15th day of the month following the end of the reporting period unless otherwise specified.

C. The portal provides the Subrecipient with an online form in which to enter data for the reporting period. Supplemental forms and information may be required by HOST. The online portal and any supplemental requirements provide HOST with the quantitative and qualitative information necessary to determine Subrecipient's progress towards meeting the indicators contained in this Scope of Work. Submitted forms 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 the portal along with the required login information. Prior to the due date for the first required report, HOST shall provide training as needed or requested by the Subrecipient to support the online portal.

E. Subrecipient 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. Indicators**

2. HOST Required

- a. Qualitative narrative report on program successes and challenges
- b. Participant success stories
- c. Money Leveraged (Funds by source)
- d. Number of Households served:
  - i. Households proposed to be served over contract term: 260
  - ii. Total households served this report period
  - iii. Unduplicated households served this report period
  - iv.



**SCOPE OF WORK**  
 The Colorado Coalition for the Homeless  
 HOST-202161110-02

- Unduplicated households served contract period to date
- e. Number of households served who are experiencing homelessness
  - f. Number of households by race and ethnicity of head of household:
  - g. Number of households that include someone age 62 and older
  - h. Number of households that include a person with a disability
  - i. Income Levels of people/family: \*optional for Homelessness Resolution program types that do not require income collection (e.g., shelter)

**VII. Budget**

Invoices and reports shall be completed and submitted on or before the 15<sup>th</sup> of each month following the month services were rendered 100% of the time. Subrecipient shall use HOST's preferred invoice template, if requested. Invoicing supporting documents must meet HOST requirements.

Subrecipient	Colorado Coalition for the Homeless	
Contract Number	202161110-02	
Term	<b>09/01/2020-12/31/2022</b>	
Program	Denver Rehousing Collaborative	
Direct Costs	Budget Amount	Budget Narrative
Salaries	\$373,221	Salaries for positions including, but not limited to, housing navigators, housing specialists, intake coordinators, case managers, and a program administrator.
Fringe	\$99,951	Fringe benefits and payroll taxes will be reimbursed at a cost of 28% of staff salaries. Fringe includes employer portion of the following items: payroll taxes (Social Security, Medicare, Federal and State unemployment), insurance (medical, dental, vision, disability, and worker's comp) and pension or retirement plans. This list is not all inclusive and any Fringe not included on this list would require written preapproval from the Program Officer.
Indirect	\$79,512	Indirect costs up to 16.8% of direct salaries, wages and fringe benefits.



**SCOPE OF WORK**  
 The Colorado Coalition for the Homeless  
 HOST-202161110-02

Rental Assistance and Security Deposits	\$786,824	Rental assistance and landlord incentives, deposit, damage payments utility deposit assistance, utility arrears and first month's rent. Contract labor for HQS inspections.
CCH Client Support Costs	\$74,322	Items given to clients which may include but not limited to testing incentives, hygiene supplies, bus fare (tickets/passes), gas, birth certificates, ID's, clinical co-pays, move in fees, renters' insurance, personal care items, clothing, food, phone costs, emergency motel vouchers, storage unit fees, life skills training, outpatient health services, rental arrears, legal services, application/holding fees, furniture, move in supplies, educational/vocational services. Tablets (devices) must be an owned asset of the subrecipient or subgrantee.
Mileage	\$3029	Staff mileage
Program Supplies and Expenses	\$21,615	Program-related supplies that are given directly to a client and/or directly related to program function. This includes PPE.
Subcontractor: Gathering Place	\$140,535	Subcontracted budget for supportive services
Subcontractor: Urban Peak Denver	\$328,727	Subcontracted budget for rental assistance, landlord incentives, and supportive services
Subcontractor: Delores Project	\$227,422	Subcontracted budget for supportive services
Subcontractor: Salvation Army	\$852,314	Subcontracted budget for rental assistance, landlord incentives, and supportive services
Subcontractor: Volunteers of America	\$488,972	Subcontracted budget for rental assistance, landlord incentives, and supportive services
<b>Total Direct Costs</b>	<b>\$3,476,444</b>	
<b>Non-Direct Costs</b>		



**SCOPE OF WORK**  
 The Colorado Coalition for the Homeless  
 HOST-202161110-02

Occupancy Costs	\$23,556	Occupancy costs are costs associated with the building that employees working. Each building has a unique cost center to keep its costs segregated from other costs and is not included in the indirect cost rate. Costs are based on actual expense accumulated in the cost center, divided on a fair share basis to all employees at that location, and allocated based on the payroll percentages for each employee. If an employee spends 50% of their time on a grant in the month, 50% of their Occupancy charge goes to the grant
<b>TOTAL</b>	<b>\$3,500,000</b>	
Subrecipient	Colorado Coalition for the Homeless	
Contract Number	202161110-02	
Term	<b>01/01/2022-12/31/2022</b>	
Program	Denver Rehousing Collaborative	

Direct Costs	Budget Amount	Budget Narrative
Salaries	\$320,417	Salaries for positions including, but not limited to, housing navigators, housing specialists, intake coordinators, case managers, and a program administrator.





**SCOPE OF WORK**  
 The Colorado Coalition for the Homeless  
 HOST-202161110-02

Fringe	\$86,512	Fringe benefits and payroll takes will be reimbursed at a cost of 28% of staff salaries. Fringe includes employer portion of the following items: payroll taxes (Social Security, Medicare, Federal and State unemployment), insurance (medical, dental, vision, disability, and worker's comp) and pension or retirement plans. This list is not all inclusive and any Fringe not included on this list would require written preapproval from the Program Officer.
Indirect	\$68,364	Indirect costs up to 16.8% of direct salaries, wages and fringe benefits.
Rental Assistance and Security Deposits	\$643,700	Rental assistance and landlord incentives, deposit, damage payments utility deposit assistance, utility arrears and first month's rent. Contract labor for HQS inspections.
CCH Client Support Costs	\$15,000	Items given to clients which may include but not limited to testing incentives, hygiene supplies, bus fare (tickets/passes), gas, birth certificates, ID's, clinical co-pays, move in fees, renters' insurance, personal care items, clothing, food, phone costs, emergency motel vouchers, storage unit fees, life skills training, outpatient health services, rental arrears, legal services, application/holding fees, furniture, move in supplies, educational/vocational services. Tablets (devices) must be an owned asset of the subrecipient or subgrantee.
Mileage	\$2,900	Staff mileage
Program Supplies and Expenses	\$3,400	Program-related supplies that are given directly to a client and/or directly related to program function. This includes PPE.
Subcontractor: Gathering Place	\$135,750	Subcontracted budget for supportive services
Subcontractor: Urban Peak Denver	\$317,945	Subcontracted budget for rental assistance, landlord incentives, and supportive services
Subcontractor: Delores Project	\$180,422	Subcontracted budget for supportive services
Subcontractor: Salvation Army	\$804,804	Subcontracted budget for rental assistance, landlord incentives, and supportive services



**SCOPE OF WORK**  
 The Colorado Coalition for the Homeless  
 HOST-202161110-02

Subcontractor: Volunteers of America	\$400,920	Subcontracted budget for rental assistance, landlord incentives, and supportive services
Total Direct Costs	<b>\$2,980,134</b>	
Non-Direct Costs		
Occupancy Costs	\$19,866	Occupancy costs are costs associated with the building that employees working. Each building has a unique cost center to keep its costs segregated from other costs and is not included in the indirect cost rate. Costs are based on actual expense accumulated in the cost center, divided on a fair share basis to all employees at that location, and allocated based on the payroll percentages for each employee. If an employee spends 50% of their time on a grant in the month, 50% of their Occupancy charge goes to the grant
<b>TOTAL</b>	<b>\$3,000,000</b>	

## VIII.

### **Use of Homeless Management Information System (HMIS) and Reporting**

It is the Department of Housing Stability's policy, in alignment with adopted plans, to require the use of the Homeless Management Information System (HMIS) and the Coordinated Entry System (OneHome) for all federally and locally funded programs addressing the needs of residents experiencing homelessness.

The Subrecipient agrees to fully comply with the rules and regulations required by the U.S. Department of Housing and Urban Development (HUD) which govern the HMIS <sup>1</sup>.

The subrecipient, in addition to the HUD requirements, shall conform to the HMIS policies and procedures established and adopted by the Metro Denver Homeless Initiative (MDHI) Continuum of Care (CoC). These are outlined in the COHMIS Policies and Procedures<sup>2</sup>, and the COHMIS Security, Privacy and Data Quality Plan <sup>3</sup>.

Metro Denver Homeless Initiative (MDHI) is the implementing organization for the (HMIS). The HMIS software is called Clarity.



**SCOPE OF WORK**  
 The Colorado Coalition for the Homeless  
 HOST-202161110-02

Subrecipient's aggregate HMIS performance data for projects may be shared with the funder and the community to improve system performance and assist with monitoring. MDHI and/or HOST will monitor subrecipient compliance and performance on an annual basis through a site visit.

Technical assistance and training resources for HMIS are available to the Subrecipient via the COHMIS Helpdesk. <sup>4</sup>

HMIS data will be used to monitor performance under this contract in addition to quarterly program narratives. HMIS outcome reports may be sent to HOST directly from MDHI. Subrecipient will also have access to all outcome reports generated for this contract. Narrative reports will be due to HOST two weeks after each HMIS outcome report is generated and sent to HOST to allow the Subrecipient the opportunity to address any issues they observe in their outcomes report in that narrative. Outcomes measures and other required reporting as well as the data source for each reporting element are detailed below.

HOST may request aggregate data from MDHI for City related reporting needs.

**IX. Finance 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 Subrecipient by HOST shall be in accordance with established HOST procedures for line-item reimbursements. Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Vouchers should be submitted within thirty (30) days of the actual service, expenditure or payment of expense.
3. The Subrecipient shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget
4. Invoices and reports shall be completed and submitted on or before the 15<sup>th</sup> of each month following the month services were rendered 100% of the time. Subrecipient 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. Invoices shall be submitted to HOST at [hostap@denvergov.org](mailto:hostap@denvergov.org) or by US Mail to:

Attn: Department of Housing Stability  
 Financial Services Team  
 201 W. Colfax Ave.  
 Denver CO 80202



**SCOPE OF WORK**  
The Colorado Coalition for the Homeless  
HOST-202161110-02

**B. 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. Minor modifications to the services provided by the Subrecipient or changes to each line item budget equal to or less than a ten percent (10%) threshold, which do not increase the total funding to the Subrecipient, will require notification to HOST program staff and upon approval may be submitted with the next monthly draw. Minor modifications to the services provided by Subrecipient, or changes to each line item budget in excess of the ten percent (10%) threshold, which do not increase the total funding to Subrecipient, may be made only with prior written approval by HOST program staff. Such budget and service modifications will require submittal by Subrecipient of written justification and new budget documents. All other contract modifications will require an amendment to this Agreement executed in the same manner as the original Agreement.
3. The Subrecipient understands that any budget modification requests under this Agreement must be submitted to HOST no sooner than 30 days of contract agreement start date and prior to the last Quarter of the Contract Period, unless waived in writing by the HOST Director.
4. Budget modification requests are limited to two per each fiscal year of a contract agreement term budget modifications may be submitted per contract year. Exceptions to this limit may be made by the HOST Executive Director or their designee.

**C. Vouchering Requirements**

1. In order to meet Government requirements for current, auditable books at all times, it is required that all vouchers be submitted monthly to HOST in order to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.
2. No more than four (4) vouchers may be submitted per contract per month, without prior approval from HOST.



**SCOPE OF WORK**  
The Colorado Coalition for the Homeless  
HOST-202161110-02

3. All vouchers for all Agreements must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout.
4. City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.
5. For contracts subject to Federal Agreements, only allowable costs determined in accordance with 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (the "OMB Omni Circular") applicable to the organization incurring the cost will be reimbursed.
6. The reimbursement request, or draw request, for personnel and nonpersonnel expenses should be submitted to the City on a monthly basis, no later than the 15<sup>th</sup> day of the following month for expenses incurred in the prior month. The request for reimbursement should include:
  - a. Amount of the request in total and by line item;
  - b. Period of services for current reimbursement
  - c. Budget balance in total and by line item;
  - d. Authorization for reimbursement by the contract signatory (i.e., executive director or assistant director).
7. If another person has been authorized by the Subrecipient to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to HOST prior to the draw request.
8. The standardized HOST "Expense Certification Form" should be included with each payment request to provide the summary and authorization required for reimbursement.

**D. Payroll**

1. A summary sheet should be included to detail the gross salary of the employee, amount of the salary to be reimbursed, the name of the employee, and the position of the employee. If the employee is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be shown on the timesheet as described below. Two items are needed for verification of payroll: (1) the amount of time



**SCOPE OF WORK**  
 The Colorado Coalition for the Homeless  
 HOST-202161110-02

worked by the employee for this pay period; and (2) the amount of salary paid to the employee, including information on payroll deductions.

2. The amount of time worked will be verified with timesheets. The timesheets must include the actual hours worked under the terms of this contract, and the actual amount of time worked under other programs. The total hours worked during the period must reflect all actual hours worked under all programs including leave time. The employee's name, position, and signature, as well as a signature by an appropriate supervisor, or executive director, must be included on the timesheets. If an electronic time system is used, signatures are not required. If the timesheet submitted indicates that the employee provided services payable under this contract for a portion of the total time worked, then the amount of reimbursement requested must be calculated and documented in the monthly reimbursement request
3. A payroll register or payroll ledger from the accounting system will verify the amount of salary. Copies of paychecks are acceptable if they include the gross pay and deductions.

**E. Fringe Benefits**

1. Fringe benefits paid by the employer can be requested by applying the FICA match of 7.65 percent to the gross salary -less pre-tax deductions, if applicable, paid under this contract. Fringe benefits may also include medical plans, retirement plans, worker's compensation, and unemployment insurance. Fringe benefits that exceed the FICA match may be documented by: 1) a breakdown of how the fringe benefit percentage was determined prior to first draw request; or 2) by submitting actual invoices for the fringe benefits. If medical insurance premiums are part of the estimates in item #1, one-time documentation of these costs will be required with the breakdown. Payroll taxes may be questioned if they appear to be higher than usual.

**F. General Reimbursement Requirements**

1. Invoices: All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Subrecipient 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 Subrecipient, or documentation of payment such as an



**SCOPE OF WORK**  
 The Colorado Coalition for the Homeless  
 HOST-202161110-02

accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.

2. Mileage: A detailed mileage log with destinations and starting and ending mileage must accompany mileage reimbursement. The total miles reimbursed and per mile rate must be stated. Documentation of mileage reimbursement to the respective employee must be included with the voucher request.
3. Cell Phone: If the monthly usage charge is exceeded in any month, an approval from the Executive Director or designee will be required.
4. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Subrecipient has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by HOST.
5. Service Period and Closeout: All reimbursed expenses must be incurred during the time period within the contract. The final payment request must be received by HOST within thirty (30) days after the end of the service period stated in the contract.

**G. Program Income**

1. For contracts subject to Federal Agreements, program income includes, without limitation, income from fees for services performed, from the use or rental of real or personal property acquired with contract funds, from the sale of commodities or items fabricated under a contract agreement, and from payments of principal and interest on loans made with contract funds.
2. Program income may be deducted from total allowable costs to determine net allowable costs and may be used for current reimbursable costs under the terms of this contract. Program income which was not anticipated at the time of the award may be used to reduce the award contribution rather than to increase the funds committed to the project. **ALL PROGRAM INCOME GENERATED DURING ANY GIVEN PERIOD SUBMITTED FOR PAYMENT SHALL BE DOCUMENTED ON THE VOUCHER REQUEST.**
3. The Subrecipient, at the end of the program, may be required to remit to the City all or a part of any program income balances (including investments



SCOPE OF WORK  
The Colorado Coalition for the Homeless  
HOST-202161110-02

thereof) held by the Subrecipient (except AS PRE-APPROVED IN WRITING BY HOST, INCLUDING those needed for immediate cash needs).

**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. For contracts subject to Federal Agreements, applicable OMB Omni Circular cost principles, 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 Subrecipient will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.





SCOPE OF WORK  
The Colorado Coalition for the Homeless  
HOST-202161110-02

7. For contracts subject to Federal Agreements, the Subrecipient shall maintain separate accountability for HOST funds as referenced in 2 C.F.R. 200.
8. The Subrecipient 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.
9. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
10. The Subrecipient 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 Vouchering Process.

**I. Audit Requirements**

1. For Federal Agreements subject to 2 C.F.R. 200, a copy of the final audit report must be submitted to the HOST Financial Manager within the earliest of thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the period audited.
2. A management letter, if issued, shall be submitted to HOST along with the reporting package prepared in accordance with 2 C.F. R. 200. If the management letter is not received by the subrecipient at the same time as the Reporting Package, the Management Letter is also due to HOST within thirty (30) days after receipt of the Management Letter, or nine (9) months after the end of the audit period, whichever is earlier. If the Management Letter has matters related to HOST funding, the Contactor shall prepare and submit a Corrective Action Plan to HOST in accordance with 2 C.F.R. 200 for each applicable management letter matter.
3. All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **HOST Financial Services Team**.
4. The Subrecipient will be responsible for all Questioned and Disallowed Costs.



**SCOPE OF WORK**  
The Colorado Coalition for the Homeless  
HOST-202161110-02

5. The Subrecipient 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 Subrecipient shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

**J. Procurement**

1. The Subrecipient 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 (including insurance) supplies, or other property that costs more than ten thousand dollars (\$10,000) in the aggregate.
2. The Subrecipient 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, subrecipient selection or rejection, and the basis for the contract price.
3. 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 Subrecipient will compensate the awarding agency for its share.

**K. Bonding**

1. If applicable, for contracts subject to federal agreements, HOST may require adequate fidelity bond coverage, in accordance with 2 C.F.R. 200, where the subrecipient lacks sufficient coverage to protect the Federal Government's interest.

**L. Records Retention**

1. In addition to the records requirements contained in the Agreement, the Subrecipient (or subrecipient) must also retain for seven (7) 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



**SCOPE OF WORK**  
The Colorado Coalition for the Homeless  
HOST-202161110-02

reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.

**M. Contract Close-Out**

1. All Subrecipients are responsible for completing required HOST contract close-out forms and submitting these forms to their appropriate HOST Contract Specialist within sixty (60) days after the Agreement end date, or sooner if required by HOST in writing.
2. Contract close out forms will be provided to the Subrecipient by HOST within thirty (30) days prior to end of contract.
3. HOST will close out the award when it determines that all applicable administrative actions and all required work of the contract have been completed. If Subrecipient 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.

**N. Collection of Amounts Due**

1. Any funds paid to a Subrecipient in excess of the amount to which the Subrecipient is determined to be entitled under the terms of the award constitute a debt to the Federal Government and the City. If not paid within a reasonable period after demand HOST may: 1) make an administrative offset against other requests for reimbursements; 2) withhold advance payments otherwise due to the Subrecipient; or 3) other action permitted by law.

## Subrecipient vs. Contractor Guidance Worksheet

<b>Instruction</b>	<p><b>Fiscal Accountability Rule 9.2 - Grant Management</b> requires grant recipients to determine and maintain documentation on whether an entity to which grant funds are provided is a subrecipient or a contractor.</p> <p>This worksheet is not required, but it may be used as a tool to help you classify subrecipients and contractors. This determination is critical to the proper management of a grant program because the Office of Management and Budget (OMB) requires subrecipients (other than for-profit subrecipients) that meet established expenditure thresholds to obtain a Single Audit. OMB standards also require grantors to continually monitor subrecipients for program compliance. Contractors are not subject to the same requirements.</p> <p><b>This original signed worksheet, or other similar documentation, shall be maintained on file by the department/agency making the determination.</b></p>
<b>Identifying Characteristics</b>	<p>When determining whether an entity is a subrecipient or a contractor you need to review each contract as a whole to determine whether its characteristics are more indicative of a subrecipient or contractor relationship. Determination must be completed based on the individual characteristics of a contract. It is not expected that all of the characteristics will be present and professional judgment should be used in determining whether an entity is ultimately classified as a subrecipient or contractor. There may be unusual circumstances or exceptions to the listed characteristics. In making the determination of whether a subrecipient or contractor relationship exists, the substance of the relationship is more important than the form of the agreement.</p>
<b>Vendor Information</b>	<p>Contract Number: 202161110-02 <span style="float: right;">CFDA Number: 21.019</span></p> <hr/> <p><b>Subrecipient</b> - A non-Federal entity that expense Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.</p> <p>Characteristics indicative of a Federal award received by a subrecipient are when the organization: <span style="float: right;"><b>Yes</b>    No</span></p> <ul style="list-style-type: none"> <li>• Determines who is eligible to receive what Federal financial assistance.</li> <li>• Has its performance measured against whether the objective of the Federal program are met.</li> <li>• Has responsibility for programmatic decision-making.</li> <li>• Has responsibility for adherence to applicable Federal program compliance requirements.</li> </ul> <p>Uses the Federal funds to carry out a program of the organization as compared to providing goods</p> <ul style="list-style-type: none"> <li>• or services for a program of the awarding entity.</li> </ul> <hr/> <p><b>Contractor</b> - A dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. These goods may be for an organization's own use or for the use of the beneficiaries of the Federal program. A contractor would not be subject to audit requirements of the Federal program.</p> <p>Payment for goods and services: <span style="float: right;">Yes    <b>No</b></span></p> <ul style="list-style-type: none"> <li>• Provides the goods and services within normal business operations.</li> <li>• Provides similar goods and services to many different entities.</li> <li>• Operates in a competitive environment.</li> <li>• Provides goods or services that are ancillary to the operation of the Federal program.</li> <li>• Is not subject to compliance requirements of the Federal program.</li> </ul> <hr/> <p><b>Entity Final Determination</b> <span style="margin-left: 150px;"><b>Subrecipient</b></span> <span style="margin-left: 150px;"><b>Contractor</b></span></p>

Signature

Rashonda L Gordon

11-8-2021

Name of Person who Prepared Document

Signature of Person who Prepared Document

Date

04/14/2014

Help

For assistance filling out this form, or for questions regarding grant management, please contact the **Grant Resource and Management Team** at [grants@denvergov.org](mailto:grants@denvergov.org).

04/14/20  
14