

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 SALVATION ARMY**, a California nonprofit whose address is 30840 Hawthorne Blvd., Rancho Palos Verdes, California 90275 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated May 19, 2021, and a First Amendatory Agreement dated December 10, 2021, (collectively, the “Agreement”) to provide Rapid Re-Housing and Homelessness Prevention services to individuals and families at risk of homelessness or transitioning out of homelessness due to the COVID-19 pandemic (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 “...Exhibit A, and A-1...” in the existing Agreement shall be amended to read: “...Exhibit 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 entitled **TERM** is amended to read as follows:

3. TERM: The Term of this Agreement ("Term") shall commence on January 1, 2021, and expire, unless sooner terminated, on September 30, 2023. Subject to the Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.”

3. Subsection 4.5.1 of the Agreement entitled “**Maximum Contract Amount**” is amended to read as follows:

4.5.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Five Million Thirty-Eight Thousand Eight Hundred Twenty-Seven Dollars (\$5,038,827.00) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including 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. As herein amended, the Agreement is affirmed and ratified in each and every particular.

5. This Second Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number: HOST 202264530-02, HOST 202157716-02
Contractor Name: The Salvation Army 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:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

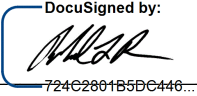
By:

By:

By:

Contract Control Number:
Contractor Name:

HOST 202264530-02, HOST 202157716-02
The Salvation Army Colorado Branch

By:  _____

Name: Major Richard Pease
(please print)

Title: Divisional Secretary for Business
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

SCOPE OF WORK

The Salvation Army

HOST-202264530-02

I. INTRODUCTION

Period of Performance Start and End Dates: 1/1/2021 – 9/30/2023

Project Description:

The purpose of this contract amendment agreement is to provide a Department of Housing Stability (HOST) subaward for \$5,038,827.00, a reduction of (\$150,000.00) and an extension of time to September 30, 2023 to The Salvation Army (TSA), Housing Now Program to be utilized for the City of Denver, Emergency Solution Grant – Corona Virus Program (ESG-CV) providing allowable Rapid Rehousing to 188 individuals and Homelessness Prevention services to 52 individuals and families who are at risk of homelessness or are transitioning out of homelessness.

ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.

This subaward is not for Research and Development

Funding Source:	HUD
Project Name:	Emergency Solutions Grant Corona Virus
Activity Name:	Rapid Rehousing and Rapid Resolution
Federal Award ID (FAIN) #:	E-20-MW-08-0005
Federal Award Date:	8/28/2020
Federal Awarding Agency:	U.S. Housing and Urban Development (HUD)
Pass-Through Entity	City and County of Denver
Awarding Official:	U.S. Housing and Urban Development (HUD) Community Planning and Development Region VIII 1670 Broadway Street Denver CO 80202-4801
Unique Entity ID	LF19U9DKFQM6
CFDA#:	14.231
Central Contractor Registration Expiration Date:	1/15/2023
SAM.gov Expiration Date:	01/15/2023
Contractor Address:	30840 Hawthorne Boulevard, California, 90275
Organization Type:	Non-Profit

II. SERVICES DESCRIPTION

A. Overview

1. The Salvation Army's Housing Now will provide HUD, ESG-CV Homeless Prevention and Rapid Rehousing Activities to 240 unduplicated clients.
2. TSA has assisted nearly 1,000 households to ensure that they stay housed through eviction and homeless prevention funds provided from the state of Colorado, local governments, and private funding. Housing Now responds to the COVID-19 by preventing the spread of COVID-19 through shelter systems by providing individual housing.
3. TSA will provide Homeless Prevention and Rapid Rehousing services to individuals and families in Denver who are experiencing housing instability resulting from the COVID-19 pandemic and related economic impacts.
4. TSA will provide Rapid Rehousing to individuals or families living in shelters or in places not meant for human habitation move as quickly as possible into permanent housing and achieve stability in that housing.
5. Housing Now serves homeless families (with children under 18 years old) in the greater Denver region by providing progressive case management at office locations in Denver and Aurora or in client homes.
6. Referrals are made through OneHome coordinated entry. Using the Self Sufficiency Matrix assessment tool, case managers examine self-sufficiency with their clients and work with them to stabilize and increase income and to connect them to community resources.
7. Case managers work with participants on setting financial priorities and creating budgets and may refer them to Mpowered for additional financial management support. When clients in the program struggle to pay rent, the case manager utilizes diversion techniques to empower clients to employ newly learned housing maintenance strategies and to use their own resources to resolve problems
8. Families are granted varied assistance with lease application fees, security deposits and/or rent, utilities and household essentials. Through customized housing-focused case management and life skills classes, households pay an increasing portion of their rent until assistance is no longer needed.
9. All clients may receive up to 24 months varied rent subsidy and twelve months case management; however, with a "but for" agreement, assistance may be extended accordingly. Case managers measure housing stability at three, nine and twelve-month intervals after a client's placement into the rapid rehousing program.
10. The case manager assists clients with links to community services and help participants gain access to appropriate benefits such as Supplemental Nutritional Assistance Program, Child Care Assistance Program, Old Age Pension Program and Temporary Assistance for Needy Families, through Jefferson, Aurora and Denver County Human Services and employment services through the workforce center.

B. Definitions and Terms: ESG-CV

1. ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.
2. CARES Act Provisions
 - a. Up to 10 percent of funds may be used for administrative costs, as opposed to 7.5 percent as provided by 24 CFR 576.108(a)
 - b. The funds are exempt from the ESG match requirements, including 24 CFR 576.201.
 - c. While we encourage you to offer treatment and supportive services when necessary to assist vulnerable homeless populations, individuals and families experiencing homelessness must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used, notwithstanding 24 CFR 576.401(e)
3. Short-Term and Medium-Term Rental Assistance.
 - a. (i) 24 CFR 576.106(a)(2), where medium-term rent is defined as “for more than 3 months but not more than 24 months of rent” is waived and an alternative requirement is established where medium-term is established as for more than 3 months but not more than 12 months. This alternative requirement will allow more households to receive rapid re-housing and homelessness prevention assistance, which is necessary to prevent, prepare for, and respond to coronavirus.
 - b. (ii) The requirement at 24 CFR 576.106(d) that prohibits rental assistance where the rent for the unit exceeds the Fair Market Rent established by HUD, as provided under 24 CFR Part 888, is waived so long as the rent complies with HUD’s standards of rent reasonableness, as established under 24 CFR 982.507. Waiving this requirement will allow recipients to help program participants move quickly into housing or retain their existing housing, which is especially critical at reducing the spread of coronavirus and responding to coronavirus. This waiver provides additional flexibility beyond the waiver made available to the ESG Program on March 31, 2020, and extended to ESG CV funds on May 22, 2020, by permitting ESG recipients to provide rental assistance for program participants, whose current rent exceeds FMR and by allowing recipients to use this waiver as needed throughout the period they are providing rental assistance to prevent, prepare for, and respond to coronavirus.

C. Definitions and Terms: Homeless Prevention

1. Homeless Prevention means housing relocation and stabilization services and short-and/or medium-term rental assistance as necessary to prevent the

individual or family from moving to an emergency shelter, a place not meant for human habitation, or another place described in paragraph (1) of the homeless definition.

2. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in their current housing or move into other permanent housing and achieve stability in that housing.
3. Eligible costs for Homeless Prevention:
 - a. Rental Assistance: rental assistance and rental arrears
 - b. Financial Assistance: rental application fees, security and utility deposits, utility payments, last month's rent, moving costs
 - c. Services: housing search and placement, housing stability case management, landlord-tenant mediation, tenant legal services, credit repair
 - d. See 24 CFR 576.103. for more information
4. ESG funds may be used to provide housing relocation and stabilization services and short and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing.
5. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the “at risk of homelessness” definition or who meet the criteria in paragraph (2), (3), or (4) of
6. the “homeless” definition in 24 CFR 576.2 and have an annual income below 30 percent of median family income for the area, as defined by HUD.
 - a. See HUD Homeless Definitions:
<https://files.hudexchange.info/resources/documents/HomelessDefinitionRecordkeepingRequirementsandCriteria.pdf>
7. At Risk of Homelessness means an individual or family who: (i) has an annual income below 30 percent of median family income for the area, as defined by HUD; (ii) does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph 1 of the “homeless” definition in this section; and (iii) meets one of the following conditions:
 - a. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance
 - b. Is living in the home of another because of economic hardship
 - c. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of application for assistance.

- d. Lives in a hotel or motel, and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, state, or local government programs for low-income individuals.
 - e. Lives in a single-room occupancy or efficiency apartment unit in which resides more than two persons or lives in a larger housing unit in which resides more than 1.5 persons per room, as defined by the U.S. Census Bureau
 - f. Is exiting a publicly funded institution or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution)
 - g. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.
8. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in 24 CFR 576.105, the short term and medium-term rental assistance requirements in 24 CFR 576.106, as outlined below, and in the written standards and procedures established by 24 CFR 576.400.
 9. In relation to the Homelessness Prevention Component and the Rapid Rehousing Component, ESG funds may be used to pay housing owners, utility companies, and other third parties for financial assistance costs and services costs. See 24 CFR 576.105 for eligible costs and requirements.
 10. In relation to the Homelessness Prevention Component and the Rapid Rehousing Component, ESG funds may be used to provide a program participant with up to 24 months of rental assistance during any three-year period. This assistance may be short-term rental assistance, medium-term rental assistance, payment of rental arrears, or any combination of this assistance. See 24 CFR 576.106 for eligible costs and requirements.

D. Terms and Definitions: Rapid Rehousing

1. Rapid Rehousing means housing relocation and stabilization services and/or short-and/or medium-term rental assistance as necessary to help individuals or families living in shelters or in places not meant for human habitation move as quickly as possible into permanent housing and achieve stability in that housing.
2. Eligible costs for Rapid Rehousing:
 - a. Rental Assistance: rental assistance and rental arrears
 - b. Financial Assistance: rental application fees, security and utility deposits, utility payments, last month's rent, moving costs
 - c. Services: housing search and placement, housing stability case management, landlord-tenant mediation, tenant legal services, credit repair
 - d. See 24 CFR 576.103. for more information
3. ESG funds may be used to provide housing relocation and stabilization services and short and/or medium-term rental assistance as necessary to help a homeless

individual or family move as quickly as possible into permanent housing and achieve stability in that housing.

4. This assistance, referred to as rapid rehousing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the “homeless” definition in 24 CFR §576.2 or who meet the criteria under paragraph (4) of the “homeless” definition and live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition.
 - a. See HUD Homeless Definitions:
<https://files.hudexchange.info/resources/documents/HomelessDefinitionRecordkeepingRequirementsandCriteria.pdf>
5. The rapid rehousing assistance must be provided in accordance with the housing relocation and stabilization services requirements in 24 CFR 576.105, the short and medium-term rental assistance requirements in 24 CFR 576.106, as outlined below and in the written standards and procedures established under 24 CFR 576.400.
6. In relation to the Homelessness Prevention Component and the Rapid Rehousing Component, ESG funds may be used to pay housing owners, utility companies, and other third parties for financial assistance costs and services costs. See 24 CFR 576.105 for eligible costs and requirements.
7. In relation to the Homelessness Prevention Component and the Rapid Rehousing Component, ESG fund may be used to provide a program participant with up to 24 months of rental assistance during any three-year period. This assistance may be short-term rental assistance, medium-term rental assistance, payment of rental arrears, or any combination of this assistance. See 24 CFR 576.106 for eligible costs and requirements.

E. Terms and Definitions: Emergency Shelter

1. Emergency shelter means any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements. Any project funded as an emergency shelter under a Fiscal Year 2010 Emergency Shelter grant may continue to be funded under ESG."
2. According to this criterion, if the day shelter’s primary purpose is to provide temporary shelter for the homeless in general or specific subpopulations of the homeless, and the day shelter does not require occupants to sign leases or occupancy agreements, then the day shelter meets the emergency shelter definition and may be funded as an emergency shelter under ESG. Also, the primary purpose must be evident in the shelter’s features; at a minimum, homeless people must be able to stay in the facility for as many hours as it is open
3. In addition, for a day shelter to use ESG funds to serve people as an emergency shelter, the facility must follow the requirements that apply to ESG recipients and subrecipients with respect to those funds and activities. For example:

- a. Each client must be homeless and must be evaluated for eligibility and assistance needed. This evaluation must be conducted in accordance with 24 CFR § 576.401(a).
 - b. Each client's eligibility and homeless status must be documented in accordance with the requirements in 24 CFR § 576.500(b).
 - c. Client and activity data must be entered into the local HMIS. This must be completed in accordance with the requirements in 24 CFR § 576.400(f).
 - d. The shelter must follow the written standards (required under 24 CFR § 576.400(e)) related to emergency shelters and essential services, including:
 - i. Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, e.g., victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest
 - ii. Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter.
4. **Note:** If a shelter serves both eligible and ineligible clients under ESG, then the shelter's eligible costs must be allocated in proportion to "the relative benefits received," as set forth in the OMB Cost Principles. For more information about this, please see OMB Circular A-122:
http://www.whitehouse.gov/omb/circulars_a122_2004
5. Eligible costs for Emergency Shelter:
- a. Renovation, including major rehabilitation or conversion, of a building to serve as an emergency shelter. The emergency shelter must be owned by a government entity or private nonprofit organization. The shelter must serve homeless persons for at least 3 or 10 years, depending on the type of renovation and the value of the building. Note: Property acquisition and new construction are ineligible ESG activities. There are exemptions for ESG-CV funding.
 - b. Essential Services, including case management, childcare, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, transportation, and services for special populations.
 - c. Shelter Operations, including maintenance, rent, repair, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter is available for a homeless family or individual,

eligible costs may also include a hotel or motel voucher for that family or individual.

- d. See 24 CFR 576.103. for more information
6. The following DO NOT qualify as eligible emergency shelters for ESG:
 - a. A doctor’s office or other facility where a person can only stay for the time of his/her appointment.
 - b. Multi-purpose service centers serving all people in need.
 - c. Stand-alone food pantries/soup kitchens/cafeterias.
7. Communities should fund activities in day shelters that are targeted to people who are sleeping on the streets or in emergency shelter.
8. Note also that the costs of services such as case management and mental health services provided to homeless persons in the shelter would be eligible under essential services, if the costs comply with the rule (see 24 CFR § 576.100(d) and § 576.102, especially). The costs of providing laundry facilities or meals in the shelter would be eligible under shelter operations, as long as the costs comply with the rule (see 24 CFR § 576.100(d) and 576.102, especially)
9. For emergency shelter, beneficiaries must meet the “homeless” definition in 24 CFR 576.2. For essential services related to emergency shelter, beneficiaries must be “homeless” and staying in an emergency shelter (which could include a day shelter).
 - a. See HUD Homeless Definitions:
<https://files.hudexchange.info/resources/documents/HomelessDefinitionRecordkeepingRequirementsandCriteria.pdf>

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.

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 monitoring.

V. FUNDS WILL BE USED TO

Program Income is not allowable for this ESG Program

A. The Salvation Army’s Housing Now Contractor will use the ESG/ESG-CV funds in this contract for ESG/ESG-CV Rapid Rehousing and Homelessness Prevention Services.

1. Homelessness Prevention

- a. Rental Assistance: rental assistance and rental arrears
- b. Financial assistance: rental application fees, security and utility deposits, utility payments, last month's rent, moving costs
- c. Services: housing search and placement, housing stability case management, landlord-tenant mediation, tenant legal services, credit repair

2. Rapid Rehousing

- a. Rental Assistance: rental assistance and rental arrears
- b. Financial assistance: rental application fees, security and utility deposits, utility payments, last month's rent, moving costs
- c. Services: housing search and placement, housing stability case management, landlord-tenant mediation, tenant legal services, credit repair

3. Administration

- a. Up to 10 percent of funds may be used for administrative costs, as opposed to 7.5 percent as provided by 24 CFR 576.108(a).
- b. Up to 7.5 percent of a recipient's allocation can be used for administrative activities. These include general management, oversight, and coordination; reporting on the program; the costs of providing training on ESG requirements and attending HUD-sponsored ESG trainings; the costs of preparing and amending the ESG and homelessness-related sections of the Consolidated Plan, Annual Action Plan, and CAPER; and the costs of carrying out environmental review responsibilities.

Total Contract Amount	\$5,038,827.00
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VI. OBJECTIVE AND OUTCOMES

A. Household Characteristics

1. Number of households that exited the program within the reporting period and contract period to date
 - a. Source: **Homeless Management Information System (HMIS)**
2. Number and percentage of heads of household by race, ethnicity, gender, age, and income at entry (if reported in HMIS for program type) and household size
 - a. Source: HMIS

B. Data quality

1. To determine the accuracy and comprehensiveness of the reporting on the performance measures, Contractor will submit an HMIS Data Quality Report on the program for each reporting period.
 - a. Data source: HMIS

C. Rehousing Interventions – Rapid Rehousing

1. Process Measure: Number and percentage of households served in a literally homeless or episodically homeless living situation at entry
 - a. Source: HMIS
 - b. Benchmark: 100% of households were in a literally homeless or episodically homeless living situation at entry
 - c. Note: This will be measured through living situation at program entry
2. Process Measure: Number and percentage of households served who receive employment and/or benefits acquisition services
 - a. Source: HMIS
 - b. Benchmark: At least 80% of households
3. Process Measure: Average length of program enrollment
 - a. Source: HMIS
4. Process Measure: Number and percentage of households served by length of program (less than 3 months, 3 to 6 months, 6 to 12 months, longer than 12 months)
 - a. Source: HMIS
5. Outcome Measure: Number and percentage of households who increase or maintain income (earned and unearned) and/or non-cash benefits
 - a. Source: HMIS
 - b. Benchmark: At least 80% of households
6. Outcome Measure: Number and percentage of households who exit the program exit to permanent housing
 - a. Source: HMIS
 - b. Benchmark: At least 80% of households who exit
 - c. Note: This will be measured from the destination at exit field in HMIS, categories will be grouped into permanent housing, stable housing, and other destinations.
7. Outcome Measure: Number and percentage of households who remain stably housed one year after program exit (as measured by not having a service or program enrollment that indicates homelessness)
 - a. Source: HMIS

- b. Benchmark: At least 80% of households who have been exited for at least one year

D. Household Characteristics

- 1. Number of households that exited the program within the reporting period and contract period to date
 - a. Source: HMIS
- 2. Number and percentage of heads of household by race, ethnicity, gender, age, and income at entry (if reported in HMIS for program type) and household size
 - a. Source: HMIS

E. Data quality

- 1. To determine the accuracy and comprehensiveness of the reporting on the performance measures, Contractor will submit an HMIS Data Quality Report on the program for each reporting period.
 - a. Data source: HMIS

VII. Rapid Rehousing Reporting

- A. Data collection is required and must be completed demonstrating eligibility and progress toward meeting the indicators contained in this Scope of Work. Disbursement of funds is contingent based on the ability to collect the required information.
- B. Contractor will submit reports via the online portal provided to the contractor (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 Contractor 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 Contractor'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 Contractor to support the online portal.
- 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. INDICATORS

- 1. 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. Unduplicated Households proposed to be served over contract term: 240

- ii. Total households served this report period
 - iii. Unduplicated households served this report period
 - iv. 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)
2. Specific to this Scope of Work
- a. Number and type of proposed outcomes
 - b. Additional household characteristics:
 - i. Number of households living in or coming from subsidized housing (for HUD funded only)
 - c. Match Reports – The City and County of Denver requested and was granted an exemption for match on the ESG-CV funding.
 - d. Contractor must complete and upload Consolidated Annual Performance and Evaluation Report (CAPER) to the appropriate HUD system within 30 days of program completion. A link will be provided by the Program Officer

VIII. HUD Grantee Program Requirements

A. The Federal Funding Accountability and Transparency Act (FFATA)

- 1. In the business or organization's preceding completed fiscal year, the business or organization The Salvation Army did not receive (1) 80 percent or more of annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements:

B. Integrated Disbursement and Information System Reporting

A nationwide database, Integrated Disbursement and Information System (IDIS) is utilized to capture HUD information for reporting and to monitor grantees progress. HOST will provide the format of the performance report to the Contractor. The information reported must include progress on the indicators outlined in this Scope of Work. The report includes current and cumulative (year-to-date) indicator information. Information on the overall progress of the program and/or project should be reported in the narrative section of the report. An explanation must be included in the narrative section of the report, if the project is not being performed in a timely manner.

IX. Homeless Management Information System (HMIS)

The Contractor agrees to fully comply with the rules and regulations required by the U.S. Department of Housing and Urban Development (HUD) which govern the Homeless Management Information System (HMIS)¹. HUD requires recipients and sub-recipients of McKinney-Vento Act funds to collect electronic data on their homeless clients through HMIS. Programs that receive funding through McKinney-Vento that produce an Annual Progress Report (APR) must also collect program level data elements. These programs include funding from HUD Continuum of Care (CoC), SHP (a.k.a. S+C), Section 8 Mod Rehab, Emergency Solutions Grant (ESG), and Housing Opportunities for Persons With AIDS (HOPWA), Projects for Assistance in Transition from Homelessness (PATH), Runaway Homeless Youth (RHY) and Veteran's Administration (VA).

The contractor, 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 Procedures², and the COHMIS Security, Privacy and Data Quality Plan³.

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

Contractor'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 will monitor contractor compliance and performance on an annual basis through a site visit.

Technical assistance and training resources for HMIS are available to the Contractor via the COHMIS Helpdesk.⁴

X. HIPAA/HITECH (Business Associate Terms)

1. GENERAL PROVISIONS AND RECITALS

- 1.01 The parties agree that the terms used, but not otherwise defined below, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they exist or may hereafter be amended.
- 1.02 The parties agree that a business associate relationship (as described in 45 CFR §160.103) under HIPAA, the HITECH Act, and the HIPAA regulations arises between the

¹ <https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/>

² <https://cohmis.zendesk.com/hc/en-us/articles/360013991371-Policy-Procedures>

³ <https://cohmis.zendesk.com/hc/en-us/articles/360013991371-Policy-Procedures>

⁴ <https://cohmis.zendesk.com>

CONTRACTOR and the CITY to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of CITY.

- 1.03 CITY wishes to disclose to CONTRACTOR certain information, some of which may constitute Protected Health Information (“PHI”) as defined below, to be used or disclosed while providing services and activities.
- 1.04 The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they exist or may hereafter be amended.
- 1.05 The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that impose more stringent requirements with respect to privacy of PHI.
- 1.06 The parties understand that the HIPAA Privacy and Security rules apply to the CONTRACTOR in the same manner as they apply to a covered entity. CONTRACTOR agrees to always comply with the terms of this Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they exist or may hereafter be amended, with respect to PHI.

2. DEFINITIONS.

- 2.01 "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of that information.
- 2.02 "Agreement" means the attached Agreement and its exhibits to which these additional terms are incorporated by reference.
- 2.03 "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

2.03.1 Breach excludes:

1. any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or CITY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

2. any inadvertent disclosure by a person who is authorized to access PHI to another person authorized to access PHI, or organized health care arrangement in which CITY participates, and the information received because of such disclosure is not further used or disclosed in a manner disallowed under the HIPAA Privacy Rule.
3. a disclosure of PHI where CONTRACTOR or CITY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

2.03.2 Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

- a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification.
- b. The unauthorized person who used the PHI or to whom the disclosure was made.
- c. Whether the PHI was acquired or viewed.
- d. The extent to which the risk to the PHI has been mitigated.

2.04 "CONTRACTOR" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.

2.05 "CITY" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.

2.06 "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.07 "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.08 "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §160.103.

2.09 "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.10 "Immediately" where used here shall mean within 24 hours of discovery.

2.11 "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

- 2.12 "Parties" shall mean "CONTRACTOR" and "CITY", collectively.
- 2.13 "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- 2.14 "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 2.15 "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.
- 2.16 "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule at 45 CFR §164.103.
- 2.17 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 2.18 "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.
- 2.19 "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.
- 2.20 "Subcontractor" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.
- 2.21 "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.
- 2.22 "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services ("HHS") in the guidance issued on the HHS Web site.
- 2.23 "Use" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

3. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE.

- 3.01 CONTRACTOR agrees not to use or further disclose PHI that CITY discloses to CONTRACTOR except as permitted or required by this Agreement or by law.

- 3.02 CONTRACTOR agrees to use appropriate safeguards, as provided for in this Agreement, to prevent use or disclosure of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY, except as provided for by this Contract.
- 3.03 CONTRACTOR agrees to comply with the HIPAA Security Rule, at Subpart C of 45 CFR Part 164, with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY.
- 3.04 CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement that becomes known to CONTRACTOR.
- 3.05 CONTRACTOR agrees to immediately report to CITY any Use or Disclosure of PHI not provided for by this Agreement that CONTRACTOR becomes aware of. CONTRACTOR must report Breaches of Unsecured PHI in accordance with 45 CFR §164.410.
- 3.06 CONTRACTOR agrees to ensure that any of its subcontractors that create, receive, maintain, or transmit, PHI on behalf of CONTRACTOR agree to comply with the applicable requirements of Section 164 Part C by entering into a contract or other arrangement.
- 3.07 To comply with the requirements of 45 CFR §164.524, CONTRACTOR agrees to provide access to CITY, or to an individual as directed by CITY, to PHI in a Designated Record Set within fifteen (15) calendar days of receipt of a written request by CITY.
- 3.08 CONTRACTOR agrees to make amendment(s) to PHI in a Designated Record Set that CITY directs or agrees to, pursuant to 45 CFR §164.526, at the request of CITY or an Individual, within thirty (30) calendar days of receipt of the request by CITY. CONTRACTOR agrees to notify CITY in writing no later than ten (10) calendar days after the amendment is completed.
- 3.09 CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of CITY, available to CITY and the Secretary in a time and manner as determined by CITY, or as designated by the Secretary, for purposes of the Secretary determining CITY'S compliance with the HIPAA Privacy Rule.
- 3.10 CONTRACTOR agrees to document any Disclosures of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY, and to make information related to such Disclosures available as would be required for CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.

- 3.11 CONTRACTOR agrees to provide CITY information in a time and manner to be determined by CITY in order to permit CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.
- 3.12 CONTRACTOR agrees that, to the extent CONTRACTOR carries out CITY's obligation(s) under the HIPAA Privacy and/or Security rules, CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to CITY in the performance of such obligation(s).
- 3.13 CONTRACTOR shall work with CITY upon notification by CONTRACTOR to CITY of a Breach to properly determine if any Breach exclusions exist as defined below.

4. SECURITY RULE.

- 4.01 CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §164.308, §164.310, §164.312, §164.314 and §164.316 with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY. CONTRACTOR shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.
- 4.02 CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained here.
- 4.03 CONTRACTOR shall immediately report to CITY any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI as described in 5. BREACH DISCOVERY AND NOTIFICATION below and as required by 45 CFR §164.410.

5. BREACH DISCOVERY AND NOTIFICATION.

- 5.01 Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify CITY of such Breach, however, both parties may agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR §164.412.
 - 5.01.1 A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.
 - 5.01.2 CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have been known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by the federal common law of agency.

- 5.02 CONTRACTOR shall provide the notification of the Breach immediately to the CITY HOST Executive Director or other designee.
- 5.02.1 CONTRACTOR'S initial notification may be oral but shall be followed by written notification within 24 hours of the oral notification.
- 5.03 CONTRACTOR'S notification shall include, to the extent possible:
- 5.03.1 The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;
- 5.03.2 Any other information that CITY is required to include in the notification to each Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify CITY, or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR §164.410 (b) has elapsed, including:
- a. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - b. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - c. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - d. A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
 - e. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 5.04 CITY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR §164.404, if at the sole discretion of the CITY, it is reasonable to do so under the circumstances.
- 5.05 In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all required notifications to CITY, and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.
- 5.06 CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR §164.402 to demonstrate that a Breach did not occur.

- 5.07 CONTRACTOR shall provide to CITY all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit CITY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to CITY.
- 5.08 CONTRACTOR shall continue to provide all additional pertinent information about the Breach to CITY as it becomes available, in reporting increments of five (5) business days after the prior report to CITY. CONTRACTOR shall also respond in good faith to all reasonable requests for further information, or follow-up information, after report to CITY, when such request is made by CITY.
- 5.09 In addition to the provisions in the body of the Agreement, CONTRACTOR shall also bear all expense or other costs associated with the Breach and shall reimburse CITY for all expenses CITY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs or expenses associated with addressing the Breach.

6. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

- 6.01 CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, CITY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by CITY.
- 6.02 CONTRACTOR may use PHI that CITY discloses to CONTRACTOR, if necessary, for the proper management and administration of the Agreement.
- 6.03 CONTRACTOR may disclose PHI that CITY discloses to CONTRACTOR to carry out the legal responsibilities of CONTRACTOR, if:
 - 6.03.1 The Disclosure is required by law; or
 - 6.03.2 CONTRACTOR obtains reasonable assurances from the person or entity to whom/which the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or entity and the person or entity immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.
- 6.04 CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.
- 6.05 CONTRACTOR may use and disclose PHI that CITY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of CITY.

7. OBLIGATIONS OF CITY.

- 7.01 CITY shall notify CONTRACTOR of any limitation(s) in CITY'S notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect CONTRACTOR'S Use or Disclosure of PHI.
- 7.02 CITY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR'S Use or Disclosure of PHI.
- 7.03 CITY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that CITY has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of PHI.
- 7.04 CITY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by CITY.

8. BUSINESS ASSOCIATE TERMINATION.

- 8.01 Upon CITY'S knowledge of a material breach or violation by CONTRACTOR of the requirements of this Contract, CITY shall:
 - 8.01.1 Provide an opportunity for CONTRACTOR to cure the material breach or end the violation within thirty (30) business days; or
 - 8.01.2 Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Agreement is feasible.
- 8.02 Upon termination of the Agreement, CONTRACTOR shall either destroy or return to CITY all PHI CONTRACTOR received from CITY and any and all PHI that CONTRACTOR created, maintained, or received on behalf of CITY in conformity with the HIPAA Privacy Rule.
 - 8.02.1 This provision shall apply to all PHI that is in the possession of subcontractors or agents of CONTRACTOR.
 - 8.02.2 CONTRACTOR shall retain no copies of the PHI.
 - 8.02.3 In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to CITY notification of the conditions that make return or destruction infeasible. Upon determination by CITY that return, or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Agreement to the PHI and limit further Uses and Disclosures of the PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains the PHI.

8.03 The obligations of this Agreement shall survive the termination of the Agreement.

9 SUBSTANCE ABUSE (42 C.F.R., Part 2)

Provider will also comply with all provisions of 42 C.F.R., Part 2 relating to substance abuse treatment and records.

XI. 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 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 Contractor 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 15th of each month following the month services were rendered 100% of the time. 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. Invoices shall be submitted to HOST at hostap@denvergov.org or by US Mail to:

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

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 Contractor 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 Contractor, 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 Contractor, or changes to each line-item budget in excess of the ten percent (10%) threshold, which do not increase the total funding to Contractor, may be made only with prior written

approval by HOST program staff. Such budget and service modifications will require submittal by Contractor 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 Contractor 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. 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.
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 non-personnel expenses should be submitted to the City monthly, no later than the 15th 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 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.
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 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 registers 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 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. 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 Contractor 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 Contractor, 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 thereof)

held by the Contractor (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 Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
7. For contracts subject to Federal Agreements, the Contractor shall maintain separate accountability for HOST funds as referenced in 2 C.F.R. 200.
8. 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.
9. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.

10. 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 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 Contractor will be responsible for all Questioned and Disallowed Costs.
5. 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.

J. Procurement

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 (including insurance) supplies, or other property that costs more than ten thousand dollars (\$10,000) in the aggregate.
2. 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.
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 Contractor 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 Contractor (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 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 Contractors 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 Contractor 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 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.

N. 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 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 Contractor; or 3) other action permitted by law.

XII. Budget

Contract Program Budget Summary

Contractor Name: The Salvation Army **City Contract #:** HOST 202264530
Project : ESG CV Rapid Rehousing and Prevention
Contract Term: **From:** 1/1/2021 **To:** 9/30/2023
Program/Fiscal Year: 2022-2023

Budget Category	Agency Total (All Funding Sources for Agency)	ESG CV Rapid Rehousing	ESG CV Prevention	Total Costs requested from HOST	[Name of Other Federal Funding Source]	[Name Other Non- Federal Funding]	Agency Total		Budget Narrative
	Total	Amount	Amount	Subtotal	Amount	Amount	Amount	%	
Essential Services									
Case Navigators	\$186,675	\$186,675	\$0	\$186,675			\$186,675	100.00%	
Case Managers	\$670,425	\$610,966	\$59,459	\$670,425			\$670,425	100.00%	
Search and Connect Coordinators	\$61,894	\$61,894	\$0	\$61,894			\$61,894	100.00%	
Case Managers Search and Connect	\$144,487	\$144,487	\$0	\$144,487			\$144,487	100.00%	
Housing Now Director	\$19,532	\$19,532	\$0	\$19,532			\$19,532	100.00%	
Housing Navigator	\$22,257	\$0	\$22,257	\$22,257			\$22,257	100.00%	
Connection Center Director	\$10,000	\$0	\$10,000	\$10,000			\$10,000	100.00%	
Fringe Benefits	\$432,473	\$379,279	\$53,194	\$432,473			\$432,473	100.00%	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please see section Financial Administration E. Fringe Benefits.
Hazardous Pay	\$0	\$0	\$0	\$0			\$0	#DIV/0!	Hazardous pay for staff that work in-person to help clients become stably housed and are at greater risk of exposure to COVID-19. JFS will pay additional compensation to eligible staff, who have conducted services for a HOST ESG-CV client in private residences, shelters, and/or other community spaces, on a monthly basis. Increase in order to compensate staff who are required to work under hazardous conditions in accordance with JFS's policy. Eligible staff include case managers and housing navigation. Positions based on doing hazardous work include: Rapid Rehousing Lead, case managers, and Rapid Rehousing Navigators.
Mileage	\$10,966	\$10,966	\$0	\$10,966			\$10,966	100.00%	Public transit and mileage reimbursement not to exceed the standard IRS rate at the time of travel. Expenses should follow IRS guidelines regarding travel.
Program Supplies	\$7,425	\$5,400	\$2,025	\$7,425			\$7,425	100.00%	File Invite
Staff Program/Project training	\$700	\$0	\$700	\$700			\$700	100.00%	Training in CPI
Cell Phones	\$10,640.00	\$5,962	\$4,678	\$10,640			\$10,640	100%	Cell phones for workers
Program Equipment	\$8,000.00	\$8,000	\$0	\$8,000			\$8,000	100%	Computer equipment, Laptops
Office Expenses	\$21,224.00	\$10,612	\$10,612	\$21,224			\$21,224	100%	Office Supplies and office setup
Facilities	\$3,500.00	\$3,500	\$0	\$3,500			\$3,500	100%	
Total Essential Services	\$1,610,198	\$1,447,273	\$162,925	\$1,610,198	\$0	\$0	\$1,610,198	100.00%	
Shelter Operations	Total	Amount	Amount	Subtotal	Amount	Amount	Amount	%	
Total Shelter Operations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!	
HMIS	Total	Amount	Amount	Subtotal	Amount	Amount	Amount	%	
Contributing data to HMIS, contribution activities staff operations training conducting intake	\$ 99,006.00	\$49,503	\$49,503	\$99,006	\$0	\$0	\$99,006	100.00%	
HMIS Lead (as designated by CoC lead, costs for managing HMIS system)			\$0	\$0	\$0	\$0	\$0	#DIV/0!	
Victim services or legal services provider costs to establish and operate comparable data base			\$0	\$0	\$0	\$0	\$0	#DIV/0!	
Total HMIS	\$99,006	\$49,503	\$49,503	\$99,006	\$0	\$0	\$99,006	100.00%	
Rental Assistance (No Indirects)	Total	Amount	Amount	Subtotal	Amount	Amount	Amount	%	
Short- term rental assistance	\$ 2,284,452.00	\$1,790,939	\$493,513	\$2,284,452			\$2,284,452	100.00%	
Medium-term rental assistance				\$0			\$0	#DIV/0!	
Rental arrears				\$0			\$0		
Total Rental Assistance	\$ 2,284,452.00	\$1,790,939	\$493,513	\$2,284,452			\$2,284,452	100.00%	
Financial Assistance (no Indirects)	Total	Amount	Amount	Subtotal	Amount	Amount	Amount	%	
Rental application fees	\$ 628,710.00	\$541,621	\$87,090	\$628,711			\$628,711	100.00%	

Budget Category	Agency Total (All Funding Sources for Agency)	ESG CV Rapid Rehousing	ESG CV Prevention	Total Costs requested from HOST	[Name of Other Federal Funding Source]	[Name Other Non- Federal Funding]	Agency Total		Budget Narrative
Security deposits			\$0	\$0			\$0	#DIV/0!	
Last months rent			\$0	\$0			\$0	#DIV/0!	
Utility deposits			\$0	\$0			\$0	#DIV/0!	
Utility payments			\$0	\$0			\$0	#DIV/0!	
Moving costs			\$0	\$0			\$0	#DIV/0!	
Total Financial Assistance	\$ 628,710.00	\$541,621	\$87,090	\$628,711			\$628,711	100.00%	
Assistance required under URA 1970 (no Indirects)	Total	Amount	Amount	Subtotal	Amount	Amount	Amount	%	
Total Assistance under URA 1970	\$ -	\$0	\$0	\$0			\$0	#DIV/0!	
Renovation (no Indirects)	Total	Amount	Amount	Subtotal	Amount	Amount	Amount	%	
Total Renovation	\$ -	\$0	\$0	\$0			\$0	#DIV/0!	
Total All Components	\$ 4,622,366.00	\$ 3,829,336.00	\$ 793,031.00	\$4,622,367	\$ -	\$ -	\$4,622,367	100.00%	
Indirect Costs									
Total All Items Eligible for Indirects	1,665,840	1,468,702	197,138	1,665,840	0	0	1,610,198	96.66%	
Indirect Costs	\$416,460	\$367,176	\$49,285	\$416,460			\$416,460	100.00%	Indirect calculated at 25% of Eligible for Indirects per federal indirect letter
Grand Total	\$5,038,827	\$4,196,512	\$842,316	\$5,038,827	\$0	\$0	\$5,038,827	100.00%	