

## **AGREEMENT**

**THIS 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, CA 90275 (the “Contractor”), collectively, the “Parties” and individually a “Party.”

### **RECITALS**

**WHEREAS**, the Parties are entering into this Agreement to provide rapid re-housing services for individuals experiencing homelessness who are currently staying in emergency shelters or other unhoused situations.

**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 agree as follows:

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under the Agreement with the Executive Director (“Director”) of the Department of Housing Stability (“Agency” or “HOST”) or the Director’s designee.
2. **SERVICES TO BE PERFORMED**: As the Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A**, Scope of Work, to the City’s satisfaction. The Contractor is ready, willing, and able to provide the services required by this Agreement. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
3. **TERM**: The Agreement will commence on January 1, 2021, and will expire, unless sooner terminated, on December 31, 2023 (the “Term”). 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.
4. **COMPENSATION AND PAYMENT**
  - 4.1. **Budget**: The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred and paid under the Agreement payment not to exceed the line budget amounts set forth in **Exhibit A**.

**4.2. Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All the Contractor's expenses are contained in the budget in **Exhibit A**. The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.

**4.3. Invoicing:** The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

**4.4. Maximum Contract Amount**

**4.4.1.** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed One Million Six Hundred Fifty Thousand Dollars (\$1,650,000.00) (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 **Exhibit A**. Any services performed beyond those in **Exhibit A** or performed outside the Term are performed at the Contractor's risk and without authorization under the Agreement.

**4.4.2.** The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**4.4.3.** If, as a result of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this Agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the

audit or review. In any event, the Contractor shall be responsible to indemnify and save harmless the City, its officers, agents, and employees, from and against all disallowed costs.

5. **PERFORMANCE MONITORING/INSPECTION**: The Contractor shall permit the Director to monitor and review the Contractor's performance under this Agreement. The Contractor shall make available to the City for inspection all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hard copy or electronic format, used in the performance of any of the services required hereunder or relating to any matter covered by this Agreement to coordinate the performance of services by the Contractor in accordance with the terms of this Agreement. All such monitoring and inspection shall be performed in a manner that will not unduly interfere with the services to be provided under this Agreement.
6. **STATUS OF CONTRACTOR**: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.
7. **TERMINATION**
  - 7.1. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Director.
  - 7.2. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.
  - 7.3. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

7.4. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools, and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."

8. **EXAMINATION OF RECORDS AND AUDITS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

9. **WHEN RIGHTS AND REMEDIES NOT WAIVED**: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

## 10. **INSURANCE**

10.1. **General Conditions**: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at

all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**10.2. Proof of Insurance:** The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

**10.3. Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.

**10.4. Waiver of Subrogation:** For all coverages required under this Agreement, the Contractor's insurer shall waive subrogation rights against the City.

**10.5. Subcontractors and Subconsultants:** The Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

**10.6. Workers' Compensation and Employer's Liability Insurance:** The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

**10.7. Commercial General Liability:** The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation, or misconduct.

**10.8. Automobile Liability:** The Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.

**10.9. Cyber Liability:** The Contractor shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

## **11. DEFENSE AND INDEMNIFICATION**

**11.1.** The Contractor agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been

specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

**11.2.** The Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. The Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

**11.3.** The Contractor shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City's exclusive remedy.

**11.4.** Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

**11.5.** This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**12. COLORADO GOVERNMENTAL IMMUNITY ACT:** In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

**13. TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts, and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment, or execution to be filed against City property.

- 14. ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Director’s prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor, or assign.
- 15. INUREMENT:** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
- 16. NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
- 17. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City’s Charter and the Denver Revised Municipal Code.
- 18. SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.
- 19. CONFLICT OF INTEREST**
- 19.1.** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City’s Code of Ethics, D.R.M.C. § 2-51, *et seq.*, or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.



**19.2.** The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

**20. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the Contractor at the address aforementioned and to the City at the addresses below:

Chief Housing Officer, Department of Housing Stability  
201 W. Colfax Ave., 6th Floor  
Denver, CO 80202

With an additional copy to:

Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

**21. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**

**21.1.** 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").

**21.2.** The Contractor certifies that:

**21.2.1.** At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

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

**21.3.** The Contractor also agrees and represents that:

**21.3.1.** It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

**21.3.2.** It shall 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 an illegal alien to perform work under the Agreement.

**21.3.3.** It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

**21.3.4.** It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the 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.

**21.3.5.** If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, 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 illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

**21.3.6.** It will comply with any 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.

**21.4.** 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 the Agreement. If the Agreement is so terminated, the

Contractor shall be liable for actual and consequential damages to the City. Any such 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.

**22. DISPUTES:** All disputes between the City and the Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.

**23. GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

**24. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.<sup>1</sup>

**25. NO DISCRIMINATION IN PROGRAM ASSISTANCE:** In connection with the performance of work under the Agreement, the Contractor may not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

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<sup>1</sup> The Contractor represents it is a church and its officers are ministers, not employees. The Contractor takes the position that it may discriminate against its officers/ministers based on religion. The Contractor agrees it may not discriminate against its lay employees based on religion. The Contractor also agrees that it may not discriminate against its officers/ministers or lay employees based on race, color, national origin, gender, age, military status, sexual orientation, gender identity, gender expression, marital status, or physical or mental disability.

- 26. FAITH BASED ORGANIZATIONS AND SECTARIAN ACTIVITIES:** The Contractor shall not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this Agreement.
- 27. COMPLIANCE WITH ALL LAWS:** The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.
- 28. LEGAL AUTHORITY:** The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute the Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into the Agreement.
- 29. PERMITS AND LICENSES:** The Contractor, at its sole expense, shall be responsible for obtaining, renewing and maintaining all permits, licenses, approvals, certifications, and other authorizations customary and necessary for the Contractor to perform the agreed upon services, and the Contractor hereby warrants that it has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement. The Contractor shall ensure that all employees, agents, and subcontractors secure and maintain all permits, licenses, approvals, certifications, and other authorizations to perform its obligations under this Agreement during the term of their employment, agency, or subcontract. If the Contractor fails to obtain or maintain a valid permit or license, the Contractor shall provide immediate written notice to the City. The City may terminate this Agreement upon notice if the Contractor fails to meet its obligations hereunder.
- 30. PROHIBITED TERMS:** Any term included in this Agreement that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be *void ab initio*. Any agreement containing a prohibited term shall otherwise be enforceable as if it did not contain such term or condition, and all agreements

entered into by the City, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.

- 31. DEBARMENT AND SUSPENSION:** The Contractor acknowledges that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Colorado. The Contractor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.
- 32. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.
- 33. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.
- 34. INTELLECTUAL PROPERTY RIGHTS:** The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The Parties agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of the Contractor made available, directly or indirectly, by the

Contractor to the City as part of the Scope of Services (collectively, “Contractor Materials”), are the exclusive property of the Contractor or the third parties from whom the Contractor has secured the rights to use such product. Contractor Materials, processes, methods, and services shall at all times remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual, and irrevocable license to use Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.

**35. SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**36. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor’s advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

**37. CONFIDENTIAL INFORMATION**

**37.1.** “Confidential Information” means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a “Disclosing Party”) or permit the other Party (the “Receiving Party”) access to the Disclosing Party’s Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or

other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

**37.2.** The Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information (“Regulated Data”) in accordance with all applicable laws, rules, policies, publications, and guidelines. If the Contractor receives Regulated Data outside the scope of the Agreement, it shall promptly notify the City.

**37.3.** Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

**37.4.** Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to the City for disclosure of confidential materials, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the

matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

### **38. PROTECTED INFORMATION AND DATA PROTECTION**

**38.1. Compliance with Data Protection Laws:** The Contractor shall comply with all applicable international, federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder and, when applicable, the most recent iterations of § 24-73-101, *et seq.*, C.R.S., IRS Publication 1075, the Health Information Portability and Accountability Act (HIPAA), the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all Criminal Justice Information, the Colorado Consumer Protection Act, and the Payment Card Industry Data Security Standard (PCI-DSS), (collectively, "Data Protection Laws"). If the Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City.

**38.2. Safeguarding Protected Information:** "Protected Information" means data, regardless of form, that has been designated as private, proprietary, protected, or confidential by law, policy, or the City. Protected Information includes, but is not limited to, employment records, protected health information, student records, education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and personally identifiable information as defined by §§ 24-73-101(4)(b) and 6-1-716(1)(g)(I)(A), C.R.S., as amended. Protected Information shall not include public records that by law must be made available to the public pursuant to the Colorado Open Records Act § 24-72-201, *et seq.*, C.R.S. To the extent there is any uncertainty as to whether data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the City or an appropriate legal authority. Unless the City provides security protection



for the information it discloses to the Contractor, the Contractor shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. Disclosure of Protected Information does not include disclosure to a third party under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Contractor has been contracted to maintain, store, or process personal information on the City's behalf, the Contractor is a "Third-Party Service Provider" as defined by § 24-73-103(1)(i), C.R.S.

**38.3. Data Access and Integrity:** The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards, guidelines, and Data Protection Laws applicable to the Contractor's performance hereunder to ensure the security and confidentiality of all data. The Contractor shall protect against threats or hazards to the security or integrity of data; protect against unauthorized disclosure, access to, or use of any data; restrict access to data as necessary; and ensure the proper use of data. The Contractor shall not engage in "data mining" except as specifically and expressly required by law or authorized in writing by the City. All data and Protected Information shall be maintained and securely transferred in accordance with industry standards. Unless otherwise required by law, the City has exclusive ownership of all data it discloses under the Agreement, and the Contractor shall have no right, title, or interest in data obtained in connection with the services provided herein.

**38.4. Data Retention, Transfer, Litigation Holds, and Destruction:** Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of the Agreement, the Contractor shall securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City; however, this requirement shall not apply to the extent the Contractor is required by law

to retain data, including Protected Information. Upon the City's request, the Contractor shall confirm the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Contractor's exclusive custody, the City may request that the Contractor preserve such data outside of its usual record retention policies. The City will promptly coordinate with the Contractor regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Contractor shall continue to preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Contractor shall destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable.

**38.5. Software and Computing Systems:** At its reasonable discretion, the City may prohibit the Contractor from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, store, or generate data and information, with Protected Information, received as a result of the Contractor's services under this Agreement. The Contractor shall fully comply with all requirements and conditions, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Contractor shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions. The Contractor shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, enhancements, or updates consistent with evolving industry standards, and periodic penetration testing.

**38.6. Background Checks:** The Contractor will ensure that, prior to being granted access to Protected Information, the Contractor's agents, employees, subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary criminal background screenings, have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and Data Protection Laws, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data.

**38.7. Subcontractors and Employees:** If the Contractor engages a subcontractor under this Agreement, the Contractor shall impose data protection terms that provide at least the same level

of data protection as in this Agreement and to the extent appropriate to the nature of the services provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its subcontractor's compliance with the obligations of this Agreement and for any of its subcontractors acts or omissions that cause the Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the Contractor shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentiality of any disclosed data shall apply equally to both the Contractor and any of its subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies.

**38.8. Security Breach:** If the Contractor becomes aware of an unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of Protected Information or data maintained or provided by the City ("Security Breach"), the Contractor shall notify the City in the most expedient time and without unreasonable delay. The Contractor shall fully cooperate with the City regarding recovery, lawful notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and Data Protection Laws. The Contractor shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Contractor shall not be obligated to disclose confidential business information or trade secrets. The Contractor shall indemnify, defend, and hold harmless the City for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City in connection with a Security Breach or lawful notices.

**38.9. Request for Additional Protections and Survival:** In addition to the terms contained herein, the City may reasonably request that the Contractor protect the confidentiality of certain Protected Information or other data in specific ways to ensure compliance with Data Protection Laws and any changes thereto. Unless a request for additional protections is mandated by a change in law, the Contractor may reasonably decline the City's request to provide additional protections. If such a request requires the Contractor to take steps beyond those contained herein, the

Contractor shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Contractor to comply with the request at the City's expense; provided, however, that any increase in costs that would increase the Maximum Contract Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentiality of any disclosed data shall survive termination of the Agreement, and the Contractor shall continue to safeguard all data for so long as the data remains confidential or protected and in the Contractor's possession or control.

- 39. TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- 40. PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.
- 41. CITY EXECUTION OF AGREEMENT:** The 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.
- 42. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous, or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.
- 43. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.
- 44. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to

object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**Exhibits**

**Exhibit A - Scope of Work**

**Exhibit B - Certificate of Insurance**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**Contract Control Number:** HOST-202057236  
**Contractor Name:** THE SALVATION ARMY

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:

\_\_\_\_\_

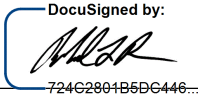
\_\_\_\_\_

By:

\_\_\_\_\_

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

HOST-202057236  
THE SALVATION ARMY

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

Name: Richard Pease  
(please print)

Title: Divisional Secretary for Business  
(please print)

ATTEST: [if required]

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

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

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

## SCOPE OF WORK

### DEPARTMENT OF HOUSING STABILITY

#### The Salvation Army

#### HOST 202057236

## I. INTRODUCTION

**Period of Performance Start and End Dates:** 01/01/2021 – 12/31/2023

**Project Description:**

The purpose of this contract agreement is to provide a Department of Housing Stability (HOST) award for **\$1,650,000.00**. These funds will be provided to The Salvation Army (TSA) to provide rapid re-housing services for homeless persons who have lost housing. Services are designed to target people who are currently staying in emergency shelters or other unhoused situations.

|                           |  |
|---------------------------|--|
| <b>Funding Source:</b>    | Local Funds  |
| <b>Project Name:</b>      | Rapid Re-Housing                                     |
| <b>Contractor Address</b> | 30840 Hawthorne Blvd., Rancho Palos Verdes, CA 90275 |
| <b>Organization Type:</b> | Non-Profit   |

## II. SERVICES DESCRIPTION

1. The Salvation Army will provide a range of short to medium-term, limited services through brief, solution-focused case management to remove barriers to housing. All case management and housing navigation services are housing focused in their delivery. Rapid Re-housing Services may include the following:
  1. Locate, inspect and offer appropriate and fair housing choices;
  2. Varied rent assistance, including security deposit;
  3. Assessment of housing stability;
  4. Ongoing supportive services.
2. TSA will administer the Housing NOW-Rapid Re-Housing Program. The Housing NOW program will provide financial assistance to eligible participants assisting them in locating, obtaining and maintaining suitable housing.
3. TSA will manage and develop landlord relationships to advocate for clients and secure housing.
4. Preferred Eligibility and Referral Criteria



1. The housing resources provided through this contract should be prioritized for those individuals and families who are:
  - a. Staying in overnight shelters, employed or with income;
  - b. Identified by OneHome referrals;
  - c. Newly experiencing homelessness – ideally within 2 weeks of entry into emergency shelter systems.

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

#### **I. 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.

#### **II. The City will:**

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

### **IV. EQUITABLE 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**

Funds will be used to provide rapid re-housing services for homeless persons who have lost housing. Services are designed to target people who are currently staying in emergency shelters or other unhoused situations.

### **VI. OBJECTIVE AND OUTCOMES**

#### **1. 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. In order 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

## **VII. 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 15<sup>th</sup> 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. Households proposed to be served over contract term: 300 households (100 unduplicated households per year).
    - 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)

## **VIII. HOMELESS MANAGEMENT INFORMATION SYSTEM 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 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 HMIS<sup>1</sup>.

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 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.

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 and/or HOST 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.<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. Contractor 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 Contractor 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.

In order to ensure that reporting on shelter utilization patterns is accurate, the Contractor will ensure that HMIS cards are swiped for all shelter guests nightly. This includes completing intake assessments necessary to create cards for new shelter guests and activities required to replace cards. Intakes for new shelter guests should be completed during nightly check-in whenever possible. If it is not possible to complete intakes during nightly check-in, the Contractor will support new guests in securing a card within 24-hours, either through connections to existing day services or by providing staffing to complete intakes during check-in the following night. Contractor is required to maintain a nightly

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

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

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

<sup>4</sup> <https://cohmis.zendesk.com>

count of any guests sheltered without recording a shelter service in HMIS and submit this information to HOST weekly.

## **IX 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 15<sup>th</sup> 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](mailto: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. 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.
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 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 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 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.
2. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. The cost of fringe benefits are allowable if they are provided under established written leave policies, the costs are equitably allocated to all funding sources, including HOST awards; and, the accounting basis (cash or accrual)

selected for costing each type of leave is consistently followed by the vendor. HOST does not allow payments for unused leave when an employee retires or terminates employment.

#### **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 24 C.F.R. 85.20 and the OMB Omni Circular.

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 (1) Budgeting and Cost Allocation Plans; (2) Vouchering Process.

#### **I. Audit Requirements**

1. For Federal Agreements subject to OMB Circular a-133, 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 the Single Audit Act Amendments and the OMB Omni Circular. 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 Contractor shall prepare and submit a Corrective Action Plan to HOST in accordance with the Single Audit Act Amendments and the OMB Omni Circular, as set forth in 24 C.F.R. Part 45 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. Records Retention**

1. The Contractor must retain for three (3) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.

2. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.

**K. 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.

**L. Collection of Amounts Due**

1. Any funds paid to a Contractor in excess of the amount to which the Contractor is finally 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.

**X BUDGET**

**Program Budget and Cost Allocation Plan Summary**

**Contractor Name:**

**The Salvation Army HOST 202057236**

**Project :**

**Housing Now - Rapid Rehousing**

**Contract Dates:**

**1/1/2021 to 12/31/2021**

**Program Year:**

**2021 Year 1 of 3**

| Budget Category                                   | Agency Total (All Funding) |                  | Program Costs HOST Funding #1 |                  | Total Project Costs requested from |             | Other Non-Federal Funding |                  | Agency Total   |  | Budget Narrative   |
|---|----------------------------|------------------|-------------------------------|------------------|------------------------------------|-------------|---------------------------|------------------|----------------|--|--|
|   | Total                      | Amount           | %                             | Subtotal         | %                                  | Amount      | %                         | Amount           | %              |  |  |
| <b>Personnel: Name and Job Title</b>              |                            |                  |                               |                  |                                    |             |                           |                  |                |  |  |
| <i>Program Director</i>                           | \$59,405                   | \$32,672         | 55.00%                        | \$32,672         | 55.00%                             | \$26,733.00 | 45.00%                    | \$59,405         | 100.00%        |  | Salary and wages will be reimbursed at cost based on portion of time spent working on the program. Bonuses; severances; or payouts of leave are not reimbursable when an employee separates from job.  |
| <i>Lead Case Manager</i>                          | \$48,796.80                | \$48,796.80      | 100.00%                       | 48,797           | 100.00%                            |             | 0.00%                     | 48,797           | 100.00%        |  | Full-time employee salary and wages will be reimbursed at cost. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.  |
| <i>Case Aid</i>                                   | \$36,067.20                | \$18,033.00      | 50.00%                        | 18,033           | 50.00%                             | 18,033      | 50.00%                    | 36,066           | 100.00%        |  | Salary and wages will be reimbursed at cost based on portion of time spent working on the program. Bonuses; severances; or payouts of leave are not reimbursable when an employee separates from job. Provides documentation processing support for team, updates HMIS as needed and prepares documentation for billing. |
| <b>Total Salary:</b>                              | <b>\$144,269</b>           | <b>\$99,502</b>  | <b>68.97%</b>                 | <b>\$99,502</b>  | <b>68.97%</b>                      |             | <b>0.00%</b>              | <b>\$144,268</b> | <b>100.00%</b> |  |  |
| <b>Fringe Benefits</b>                            | <b>\$52,284</b>            | <b>\$36,060</b>  | <b>68.97%</b>                 | <b>\$36,060</b>  | <b>68.97%</b>                      |             | <b>0.00%</b>              | <b>\$36,060</b>  | <b>68.97%</b>  |  | Fringe benefits and payroll taxes will be reimbursed at cost. Fringe includes employer portion of the following items: payroll taxes; insurance (medical, dental, vision, disability, accident & life insurance, and workers' compensation); and pension or retirement plans.  |
| <b>Total Salary and Fringe:</b>                   | <b>\$196,553</b>           | <b>\$135,562</b> | <b>68.97%</b>                 | <b>\$135,562</b> | <b>68.97%</b>                      | <b>-</b>    | <b>0.00%</b>              | <b>\$180,328</b> | <b>91.75%</b>  |  |  |
| <b>Other Direct Costs</b>                         | Total                      | Amount           | %                             | Subtotal         | %                                  | Amount      | %                         | Amount           | %              |  |  |
| Program Expenses, Supplies & Equipment            | \$20,020.00                | \$20,020         | 100.00%                       | \$20,020         | 100.00%                            |             | 0.00%                     | \$20,020         | 100.00%        |  | Program/Project-related supplies not given directly to a client and/or directly related to program function. This includes but is not limited to: PPE, specialized program software, computer for new case manager, copier monthly charge/printing costs for Rapid ReHousing Program.                                    |
| Client Support                                    | \$328,318.00               | \$328,318.00     | 100.00%                       | \$328,318        | 100.00%                            |             | 0.00%                     | 328,318          |                |  | Items given directly to clients. List is specific to contracted program and includes, but is not limited to: rental and security deposit assistance, moving expenses, gas cards, toiletries/hygiene items, uniforms for work.  |
| Mileage   | \$6,000.00                 | \$6,000          | 100.00%                       | \$6,000          | 100.00%                            |             | 0.00%                     | 6,000            |                |  | Mileage reimbursement not to exceed the standard IRS rate at the time of travel. Expenses should follow IRS guidelines regarding travel.   |
| Staff Program/Project Training                    | \$3,000.00                 | \$3,000          | 100.00%                       | \$3,000          | 100.00%                            |             | 0.00%                     | 3,000            |                |  | Program-related training materials and registration fees.  |
| Communication                                     | \$2,100.00                 | \$2,100          | 100.00%                       | \$2,100          | 100.00%                            |             | 0.00%                     | 2,100            | 100.00%        |  | Case manager cell phone service for client engagement  |
| Facilities  | \$5,000.00                 | \$5,000          | 100.00%                       | \$5,000          | 100.00%                            |             | 0.00%                     | 5,000            | 100.00%        |  | Specific office space dedicated for use for the Rapid ReHousing program only and not a shared space. Associated expenses can be allocated proportionately based on actual size or percentage of the building space. Associated expenses can include rent, lease, utilities and building maintenance costs.               |
| <b>Total Other Direct Costs</b>                   | <b>\$364,438</b>           | <b>\$364,438</b> | <b>100.00%</b>                | <b>\$364,438</b> | <b>100.00%</b>                     | <b>\$0</b>  | <b>0.00%</b>              | <b>364,438</b>   | <b>100.00%</b> |  |  |
| <b>Indirect Costs</b>                             | \$50,000                   | \$50,000         | 100.00%                       | \$50,000         | 100.00%                            |             | 0.00%                     | \$50,000         | 100.00%        |  | Indirect rate is 10% of Total Direct Costs.  |
| <b>Total Project Cost (Direct + Indirect)</b>     | <b>\$610,991</b>           | <b>\$550,000</b> | <b>90.02%</b>                 | <b>\$550,000</b> | <b>90.02%</b>                      | <b>\$0</b>  | <b>0.00%</b>              | <b>\$550,000</b> | <b>90.02%</b>  |  |  |
| <b>Program Income (through funded activities)</b> |                            |                  | #DIV/0!                       | -                | #DIV/0!                            |             | #DIV/0!                   | -                | #DIV/0!        |  |  |
| <b>Non-Project:</b>                               | Total                      | Amount           | %                             | Subtotal         | %                                  | Amount      | %                         |                  |                |  |  |
| Personnel Costs:                                  |                            |                  | #DIV/0!                       | -                | #DIV/0!                            |             | #DIV/0!                   | -                | #DIV/0!        |  |  |
| Non-Personnel Costs:                              |                            |                  | #DIV/0!                       | -                | #DIV/0!                            |             | #DIV/0!                   | -                | #DIV/0!        |  |  |
| Other (Specify):                                  |                            |                  | #DIV/0!                       | -                | #DIV/0!                            |             | #DIV/0!                   | -                | #DIV/0!        |  |  |
| <b>Total Non-Project Cost</b>                     | <b>-</b>                   | <b>-</b>         | <b>#DIV/0!</b>                | <b>-</b>         | <b>#DIV/0!</b>                     | <b>-</b>    | <b>#DIV/0!</b>            | <b>-</b>         | <b>#DIV/0!</b> |  |  |
| <b>Grand Total</b>                                | <b>\$610,991</b>           | <b>\$550,000</b> | <b>90%</b>                    | <b>\$550,000</b> | <b>90.02%</b>                      | <b>\$0</b>  | <b>0.00%</b>              | <b>\$550,000</b> | <b>90.02%</b>  |  |  |

### Program Budget and Cost Allocation Plan Summary

Contractor Name: The Salvation Army HOST 202057236  
 Project : Housing Now - Denver RRH  
 Contract Dates: 1/1/2022 to 12/31/2022  
 Program Year: 2022 Year 2 of 3

| Budget Category  | Agency Total (All Funding) |                  | Program Costs HOST Funding #1 |            | Program Costs HOST Funding |                  | Total Project Costs requested |             | Other Non-Federal Funding |                  | Agency Total   |  | Budget Narrative   |
|--|----------------------------|------------------|-------------------------------|------------|----------------------------|------------------|-------------------------------|-------------|---------------------------|------------------|----------------|--|--|
|  | Total                      | Amount           | %                             | Amount     | %                          | Subtotal         | %                             | Amount      | %                         | Amount           | %              |  |  |
| <i>Personnel: Name and Job Title</i>                     |                            |                  |                               |            |                            |                  |                               |             |                           |                  |                |  |  |
| <i>Program Director</i>                                  | \$60,593                   | \$33,326         | 55.00%                        |            | 0.00%                      | \$33,326         | 55.00%                        | \$33,267.00 | 54.90%                    | \$66,593         | 109.90%        |  | Salary and wages will be reimbursed at cost based on portion of time spent working on the program. Bonuses; severances; or payouts of leave are not reimbursable when an employee separates from job.  |
| <i>Lead Case Manager</i>                                 | \$49,772.74                | \$49,772.74      | 100.00%                       |            | 0.00%                      | 49,773           | 100.00%                       |             | 0.00%                     | 49,773           | 100.00%        |  | Full-time employee salary and wages will be reimbursed at cost. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.  |
| <i>Housing Navigator (October through December 2022)</i> | \$10,608.00                | \$10,608.00      | 100.00%                       |            | 0.00%                      | 10,608           | 100.00%                       |             | 0.00%                     | 10,608           | 100.00%        |  | Salary and wages will be reimbursed at cost based on portion of time spent working on the program. Bonuses; severances; or payouts of leave are not reimbursable when an employee separates from job.  |
| <i>Case Aid</i>  | \$36,788.54                | \$18,394.27      | 50.00%                        |            | 0.00%                      | 18,394           | 50.00%                        | 18,394      | 50.00%                    | 36,789           | 100.00%        |  | Salary and wages will be reimbursed at cost based on portion of time spent working on the program. Bonuses; severances; or payouts of leave are not reimbursable when an employee separates from job.  |
| <b>Total Salary:</b>                                     | <b>\$157,762</b>           | <b>\$112,101</b> | <b>71.06%</b>                 | <b>\$0</b> | <b>0.00%</b>               | <b>\$112,101</b> | <b>71.06%</b>                 |             | <b>0.00%</b>              | <b>\$163,762</b> | <b>103.80%</b> |  |  |
| <b>Fringe Benefits</b>                                   | <b>\$57,173</b>            | <b>\$40,625</b>  | <b>71.06%</b>                 |            | <b>0.00%</b>               | <b>\$40,625</b>  | <b>71.06%</b>                 |             | <b>0.00%</b>              | <b>\$40,625</b>  | <b>71.06%</b>  |  | Fringe benefits and payroll taxes will be reimbursed at cost. Fringe includes employer portion of the following items: payroll taxes; insurance (medical, dental, vision, disability, accident & life insurance, and workers' compensation); and pension or retirement plans.              |
| <b>Total Salary and Fringe:</b>                          | <b>\$214,935</b>           | <b>\$152,727</b> | <b>71.06%</b>                 | <b>\$0</b> | <b>0.00%</b>               | <b>\$152,727</b> | <b>71.06%</b>                 | <b>-</b>    | <b>0.00%</b>              | <b>\$204,388</b> | <b>95.09%</b>  |  |  |
| <b>Other Direct Costs</b>                                | Total                      | Amount           | %                             | Amount     | %                          | Subtotal         | %                             | Amount      | %                         | Amount           | %              |  |  |
| Program Expenses, Supplies & Equipment                   | \$19,319.00                | \$19,319         | 100.00%                       |            | 0.00%                      | \$19,319         | 100.00%                       |             | 0.00%                     | \$19,319         | 100.00%        |  | Program/Project-related supplies not given directly to a client and/or directly related to program function. This includes but is not limited to: PPE, specialized program software, computer for new case manager, copier monthly charge/printing costs for Rapid ReHousing Program.      |
| Client Support   | \$310,854.00               | \$310,854.00     | 100.00%                       |            | 0.00%                      | \$310,854        | 100.00%                       |             | 0.00%                     | 310,854          |                |  | Items given directly to clients. List is specific to contracted program and includes, but is not limited to: rental and security deposit assistance, moving expenses, gas cards, toiletries/hygiene items, uniforms for work.  |
| Mileage  | \$6,000.00                 | \$6,000          | 100.00%                       |            | 0.00%                      | \$6,000          | 100.00%                       |             | 0.00%                     | 6,000            |                |  | Mileage reimbursement not to exceed the standard IRS rate at the time of travel. Expenses should follow IRS guidelines regarding travel.   |
| Staff Program/Project Training                           | \$4,000.00                 | \$4,000          | 100.00%                       |            | 0.00%                      | \$4,000          | 100.00%                       |             | 0.00%                     | 4,000            |                |  | Program-related training materials and registration fees.  |
| Communication  | \$2,100.00                 | \$2,100          | 100.00%                       |            | 0.00%                      | \$2,100          | 100.00%                       |             | 0.00%                     | 2,100            | 100.00%        |  | Case manager cell phone service for client engagement  |
| Facilities   | \$5,000.00                 | \$5,000          | 100.00%                       |            | 0.00%                      | \$5,000          | 100.00%                       |             | 0.00%                     | 5,000            | 100.00%        |  | Specific office space dedicated for use for the program only and not a shared space. Associated expenses can be allocated proportionately based on actual size or percentage of the building space. Associated expenses can include rent, lease, utilities and building maintenance costs. |
| <b>Total Other Direct Costs</b>                          | <b>\$347,273</b>           | <b>\$347,273</b> | <b>100.00%</b>                | <b>\$0</b> | <b>0.00%</b>               | <b>\$347,273</b> | <b>100.00%</b>                | <b>\$0</b>  | <b>0.00%</b>              | <b>347,273</b>   | <b>100.00%</b> |  |  |
| <b>Indirect Costs</b>                                    | \$50,000                   | \$50,000         | 100.00%                       |            | 0.00%                      | \$50,000         | 100.00%                       |             | 0.00%                     | \$50,000         | 100.00%        |  | Indirect rate is 10% of Total Direct Costs.  |
| <b>Total Project Cost (Direct + Indirect)</b>            | <b>\$612,208</b>           | <b>\$550,000</b> | <b>89.84%</b>                 | <b>\$0</b> | <b>0.00%</b>               | <b>\$550,000</b> | <b>89.84%</b>                 | <b>\$0</b>  | <b>0.00%</b>              | <b>\$550,000</b> | <b>89.84%</b>  |  |  |
| <b>Program Income (through funded activities)</b>        |                            |                  | #DIV/0!                       |            | #DIV/0!                    | -                | #DIV/0!                       |             | #DIV/0!                   | -                | #DIV/0!        |  |  |
| <b>Non-Project:</b>                                      | Total                      | Amount           | %                             | Amount     | %                          | Subtotal         | %                             | Amount      | %                         |                  |                |  |  |
| Personnel Costs:   |                            |                  | #DIV/0!                       |            | #DIV/0!                    | -                | #DIV/0!                       |             | #DIV/0!                   | -                | #DIV/0!        |  |  |
| Non-Personnel Costs:                                     |                            |                  | #DIV/0!                       |            | #DIV/0!                    | -                | #DIV/0!                       |             | #DIV/0!                   | -                | #DIV/0!        |  |  |
| Other (Specify):   |                            |                  | #DIV/0!                       |            | #DIV/0!                    | -                | #DIV/0!                       |             | #DIV/0!                   | -                | #DIV/0!        |  |  |
| <b>Total Non-Project Cost</b>                            | <b>-</b>                   | <b>-</b>         | <b>#DIV/0!</b>                | <b>-</b>   | <b>#DIV/0!</b>             | <b>-</b>         | <b>#DIV/0!</b>                | <b>-</b>    | <b>#DIV/0!</b>            | <b>-</b>         | <b>#DIV/0!</b> |  |  |
| <b>Grand Total</b>                                       | <b>\$612,208</b>           | <b>\$550,000</b> | <b>90%</b>                    | <b>\$0</b> | <b>0.00%</b>               | <b>\$550,000</b> | <b>89.84%</b>                 | <b>\$0</b>  | <b>0.00%</b>              | <b>\$550,000</b> | <b>89.84%</b>  |  |  |

## Program Budget and Cost Allocation Plan Sur

**Contractor Name:** The Salvation Army HOST 202057236  
**Project :** Housing Now RRH  
**Contract Dates:** 1/1/2023 to 12/31/2023  
**Program Year:** 2023 Year 3 of 3

| Budget Category                                   | Agency Total (All Funding Sources for Agency) |                  |                | Program Costs HOST Funding #1 201100000 |                | Total Project Costs requested from HOST |                | Other Federal Funding |                | Other Non-Federal Funding |                | Agency Total |   | Budget Narrative   |
|---|---|------------------|----------------|---|----------------|---|----------------|-----------------------|----------------|---------------------------|----------------|--------------|---|--|
|   | Total   | Amount           | %              | Subtotal                                | %              | Amount                                  | %              | Amount                | %              | Amount                    | %              | Amount       | % |  |
| <b>Personnel: Name and Job Title</b>              |   |                  |                |   |                |   |                |                       |                |                           |                |              |   |  |
| <i>Program Director</i>                           | \$61,802                                      | \$33,991         | 55.00%         | \$33,991                                | 55.00%         | \$13,905.50                             | 22.50%         | \$13,905.50           | 22.50%         | \$61,802                  | 100.00%        |              |   | Salary and wages will be reimbursed at cost based on portion of time spent working on the program. Bonuses; severances; or payouts of leave are not reimbursable when an employee separates from job.  |
| <i>Lead Case Manager</i>                          | \$50,769.89                                   | \$50,769.89      | 100.00%        | 50,770                                  | 100.00%        |   | 0.00%          |                       | 0.00%          | 50,770                    | 100.00%        |              |   | Full-time employee salary and wages will be reimbursed at cost. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.  |
| <i>Housing Navigator</i>                          | \$47,608.70                                   | \$47,608.70      | 100.00%        | 47,609                                  | 100.00%        |   | 0.00%          |                       | 0.00%          | 47,609                    | 100.00%        |              |   | Full-time employee salary and wages will be reimbursed at cost. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.  |
| <i>Case Aid</i>                                   | \$37,531.10                                   | \$18,765.55      | 50.00%         | 18,766                                  | 50.00%         |   | 0.00%          | 18,765                | 50.00%         | 37,531                    | 100.00%        |              |   | Salary and wages will be reimbursed at cost based on portion of time spent working on the program. Bonuses; severances; or payouts of leave are not reimbursable when an employee separates from job.  |
| <b>Total Salary:</b>                              | <b>\$197,712</b>                              | <b>\$151,135</b> | <b>76.44%</b>  | <b>\$151,135</b>                        | <b>76.44%</b>  | <b>13,906</b>                           | <b>7.03%</b>   |                       | <b>0.00%</b>   | <b>\$197,712</b>          | <b>100.00%</b> |              |   |  |
| <b>Fringe Benefits</b>                            | <b>\$71,650</b>                               | <b>\$46,599</b>  | <b>65.04%</b>  | <b>\$46,599</b>                         | <b>65.04%</b>  |   | <b>0.00%</b>   | <b>\$25,051</b>       | <b>34.96%</b>  | <b>\$71,650</b>           | <b>100.00%</b> |              |   | Fringe benefits and payroll taxes will be reimbursed at cost. Fringe includes employer portion of the following items: payroll taxes; insurance (medical, dental, vision, disability, accident & life insurance, and workers' compensation); and pension or retirement plans.              |
| <b>Total Salary and Fringe:</b>                   | <b>\$269,362</b>                              | <b>\$197,734</b> | <b>73.41%</b>  | <b>\$197,734</b>                        | <b>73.41%</b>  | <b>13,906</b>                           | <b>5.16%</b>   | <b>25,051</b>         | <b>9.30%</b>   | <b>\$269,362</b>          | <b>100.00%</b> |              |   |  |
| <b>Other Direct Costs</b>                         | Total   | Amount           | %              | Subtotal                                | %              | Amount                                  |                | Amount                | %              | Amount                    | %              |              |   |  |
| Program Expenses, Supplies & Equipment            | \$19,319.00                                   | \$19,319         | 100.00%        | \$19,319                                | 100.00%        |   | 0.00%          |                       | 0.00%          | \$19,319                  | 100.00%        |              |   | Program/Project-related supplies not given directly to a client and/or directly related to program function. This includes but is not limited to: PPE, specialized program software, computer for new case manager, copier monthly charge/printing costs for Rapid ReHousing Program.      |
| Client Support                                    | \$266,847.00                                  | \$266,847.00     | 100.00%        | \$266,847                               | 100.00%        |   | 0.00%          |                       | 0.00%          | 266,847                   |                |              |   | Items given directly to clients. List is specific to contracted program and includes, but is not limited to: rental and security deposit assistance, moving expenses, gas cards, toiletries/hygiene items, uniforms for work.  |
| Mileage   | \$6,000.00                                    | \$6,000          | 100.00%        | \$6,000                                 | 100.00%        |   | 0.00%          |                       | 0.00%          | 6,000                     |                |              |   | Mileage reimbursement not to exceed the standard IRS rate at the time of travel. Expenses should follow IRS guidelines regarding travel.   |
| Staff Program/Project Training                    | \$3,000.00                                    | \$3,000          | 100.00%        | \$3,000                                 | 100.00%        |   | 0.00%          |                       | 0.00%          | 3,000                     |                |              |   | Program-related training materials and registration fees.  |
| Communication                                     | \$3,100.00                                    | \$2,100          | 67.74%         | \$2,100                                 | 67.74%         |   | 0.00%          |                       | 0.00%          | 2,100                     | 67.74%         |              |   | Case manager cell phone service for client engagement  |
| Facilities  | \$5,000.00                                    | \$5,000          | 100.00%        | \$5,000                                 | 100.00%        |   | 0.00%          |                       | 0.00%          | 5,000                     | 100.00%        |              |   | Specific office space dedicated for use for the program only and not a shared space. Associated expenses can be allocated proportionately based on actual size or percentage of the building space. Associated expenses can include rent, lease, utilities and building maintenance costs. |
| <b>Total Other Direct Costs</b>                   | <b>\$303,266</b>                              | <b>\$302,266</b> | <b>99.67%</b>  | <b>\$302,266</b>                        | <b>99.67%</b>  | <b>\$0</b>                              | <b>0.00%</b>   | <b>\$0</b>            | <b>0.00%</b>   | <b>302,266</b>            | <b>99.67%</b>  |              |   |  |
| <b>Indirect Costs</b>                             | \$50,000                                      | \$50,000         | 100.00%        | \$50,000                                | 100.00%        |   | 0.00%          |                       | 0.00%          | \$50,000                  | 100.00%        |              |   | Indirect rate is 10% of Total Direct Costs.  |
| <b>Total Project Cost (Direct + Indirect)</b>     | <b>\$622,628</b>                              | <b>\$550,000</b> | <b>88.34%</b>  | <b>\$550,000</b>                        | <b>88.34%</b>  | <b>\$13,906</b>                         | <b>2.23%</b>   | <b>\$25,051</b>       | <b>4.02%</b>   | <b>\$588,957</b>          | <b>94.59%</b>  |              |   |  |
| <b>Program Income (through funded activities)</b> |   |                  | #DIV/0!        | -                                       | #DIV/0!        |   | #DIV/0!        |                       | #DIV/0!        | -                         | #DIV/0!        |              |   |  |
| <b>Non-Project:</b>                               | Total   | Amount           | %              | Subtotal                                | %              | Amount                                  | %              | Amount                | %              |                           |                |              |   |  |
| Personnel Costs:                                  |   |                  | #DIV/0!        | -                                       | #DIV/0!        |   | #DIV/0!        |                       | #DIV/0!        | -                         | #DIV/0!        |              |   |  |
| Non-Personnel Costs:                              |   |                  | #DIV/0!        | -                                       | #DIV/0!        |   | #DIV/0!        |                       | #DIV/0!        | -                         | #DIV/0!        |              |   |  |
| Other (Specify):                                  |   |                  | #DIV/0!        | -                                       | #DIV/0!        |   | #DIV/0!        |                       | #DIV/0!        | -                         | #DIV/0!        |              |   |  |
| <b>Total Non-Project Cost</b>                     | <b>-</b>                                      | <b>-</b>         | <b>#DIV/0!</b> | <b>-</b>                                | <b>#DIV/0!</b> | <b>-</b>                                | <b>#DIV/0!</b> | <b>-</b>              | <b>#DIV/0!</b> | <b>-</b>                  | <b>#DIV/0!</b> |              |   |  |
| <b>Grand Total</b>                                | <b>\$622,628</b>                              | <b>\$550,000</b> | <b>88%</b>     | <b>\$550,000</b>                        | <b>88.34%</b>  | <b>\$13,906</b>                         | <b>2.23%</b>   | <b>\$25,051</b>       | <b>4.02%</b>   | <b>\$588,957</b>          | <b>94.59%</b>  |              |   |  |



Exhibit B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/04/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Table with 2 main columns: PRODUCER (Willis Towers Watson Insurance Services West, Inc.) and CONTACT NAME (Willis Towers Watson Certificate Center). Includes phone, fax, and email information. Also lists INSURER(S) AFFORDING COVERAGE with NAIC #.

COVERAGES CERTIFICATE NUMBER: W18903844

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table listing insurance coverages: COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, WORKERS COMPENSATION AND EMPLOYERS' LIABILITY. Includes columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 10/08/2020 WITH ID: W18234884.

Location: 07-001

Workers Compensation Policy No. RWD500021710 provides coverage in the states of HI, ID, MT, NM, NV, UT SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver
Denver Department of Human Services
1200 Federal Boulevard
Denver, CO 80204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE [Signature]



## ADDITIONAL REMARKS SCHEDULE

|  |                         |  |  |
|--|-------------------------|--|--|
| AGENCY<br>Willis Towers Watson Insurance Services West, Inc. |                         | NAMED INSURED<br>The Salvation Army - Division 7<br>30840 Hawthorne Blvd., Bldg D<br>Rancho Palos Verdes, CA 90275 |  |
| POLICY NUMBER<br>See Page 1                                  |                         | EFFECTIVE DATE: See Page 1   |  |
| CARRIER<br>See Page 1  | NAIC CODE<br>See Page 1 |  |  |

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Policy No. RWR300094405 provides coverage in the state of AK

Re: The application/contract requires evidence of insurance for the City Contract effective 10/01/20 to 09/30/21.

The City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insureds as respect to General Liability and Auto Liability as required by written contract or agreement.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability and Auto Liability as required by written contract or agreement and Workers Compensation as permitted by law.

INSURER AFFORDING COVERAGE: XL Specialty Insurance Company NAIC#: 37885  
 POLICY NUMBER: RWE500021610    EFF DATE: 10/01/2020    EXP DATE: 10/01/2021

| TYPE OF INSURANCE:            | LIMIT DESCRIPTION:                               | LIMIT AMOUNT:                           |
|-------------------------------|--|---|
| Excess Work Comp-<br>AZ/CO/OR | EL Each Accident<br>EL Each Disease<br>Retention | \$1,000,000<br>\$1,000,000<br>\$750,000 |

#### ADDITIONAL REMARKS:

Excess Workers Compensation Policy No. RWE500021610 provides coverage in the states of AZ,CO,OR

INSURER AFFORDING COVERAGE: Lexington Insurance Company NAIC#: 19437  
 POLICY NUMBER: 6791603    EFF DATE: 12/01/2020    EXP DATE: 12/01/2021

| TYPE OF INSURANCE:                | LIMIT DESCRIPTION: | LIMIT AMOUNT: |
|-----------------------------------|--------------------|---------------|
| Healthcare Professional Liability |                    | See Below     |

#### ADDITIONAL REMARKS:

Healthcare Professional Liability - Claims Made  
 Aggregate Limit - \$2,000,000  
 Each Medical Limit - \$2,000,000  
 Retroactive Date - 06/01/1990

INSURER AFFORDING COVERAGE: Lloyd's NAIC#: B7874  
 POLICY NUMBER: W10B08201101    EFF DATE: 05/28/2020    EXP DATE: 05/28/2021

| TYPE OF INSURANCE:       | LIMIT DESCRIPTION:  | LIMIT AMOUNT: |
|--------------------------|---------------------|---------------|
| Cyber Security Liability | Breach Response Agg | \$10,000,000  |



**ADDITIONAL REMARKS SCHEDULE**

|  |                         |  |  |
|--|-------------------------|--|--|
| AGENCY<br>Willis Towers Watson Insurance Services West, Inc. |                         | NAMED INSURED<br>The Salvation Army - Division 7<br>30840 Hawthorne Blvd., Bldg D<br>Rancho Palos Verdes, CA 90275 |  |
| POLICY NUMBER<br>See Page 1                                  |                         | EFFECTIVE DATE: See Page 1   |  |
| CARRIER<br>See Page 1  | NAIC CODE<br>See Page 1 |  |  |

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: XL Insurance America Inc NAIC#: 24554  
POLICY NUMBER: US00064229LI20A      EFF DATE: 10/01/2020      EXP DATE: 10/01/2021

TYPE OF INSURANCE:                      LIMIT DESCRIPTION:                      LIMIT AMOUNT:  
Abuse/Molestation                      See Below

ADDITIONAL REMARKS:  
Umbrella  
Each Occurrence: \$10,000,000  
General Aggregate: \$10,000,000  
Abuse or Molestation Included - Per Claimant Retained Limit (Claims-Made and Reported) \$5,000,000 Retained Limit