

## AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **THE SALVATION ARMY**, whose address is 30840 Hawthorne Blvd., Rancho Palos Verdes, California 90275 (the “Contractor”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into Agreement dated March 23, 2022 (the “Agreement”) to provide funds to manage a City leased site for the operation, services and related programs for non-congregate shelters for persons experiencing homelessness.

**B.** The Parties wish to amend the Agreement to extend the term and increase the maximum contract amount.

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

1. All references to “...Exhibit A...” in the Agreement shall be amended to read: “...Exhibit A and A-1...” as applicable. The scope of work marked as **Exhibit A-1** attached to this Amendatory Agreement is hereby incorporated by reference.

2. Section 3 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**3. TERM:** This Agreement will commence on February 1, 2022, and will expire, unless sooner terminated, on December 31, 2023 (the “Term”).”

3. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” is hereby deleted in its entirety and replaced with:

“**4. COMPENSATION AND PAYMENT:**

#### **4.4. Maximum Contract Amount:**

4.4.1. Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation will not exceed FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000.00) (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in Exhibit A, and A-1. Any services performed beyond those in Exhibit A, and A-1 or performed outside the

Term are performed at the Contractor's risk and without authorization under this Agreement.”

4. Section 23 of the Agreement, entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**”, is amended to read as follows:

**“23. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**

a. 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”).

b. The Contractor certifies that:

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

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

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

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

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

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under

authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

c. 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 this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

5. Section 26 of the Agreement, entitled “**NO DISCRIMINATION IN EMPLOYMENT**”, is amended to read as follows:

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

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

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

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Contract Control Number:** HOST-202265968-01/ HOST 202261825-01  
**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-202265968-01/ HOST 202261825-01  
THE SALVATION ARMY

By:  \_\_\_\_\_  
724C2801B5DC446...

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-202265968-01**

**I. INTRODUCTION**

**Period of Performance Start and End Dates:** January 1, 2023 – December 31, 2023

**Project Description:**

The purpose of this contract agreement is to provide a Department of Housing Stability (HOST) amendment to provide funding in the amount of \$2,750,000.00 to The Salvation Army (TSA). Funding is to be utilized for the purpose of providing all the required management and oversight of Non-Congregate Shelter (NCS) operations at the Rodeway Inn & Suites (Rodeway Inn) located at 4765 Federal Boulevard, Denver, Colorado for persons experiencing homelessness. This includes the ability to serve all diverse population including men, women, individuals who identify, express, and present as transgender, non-binary or gender non-conforming.

<b>Funding Source:</b>	<b>Homelessness Resolution Fund</b>
<b>Project Name:</b>	<b>Shelter Operations &amp; Program</b>
<b>Contractor Address:</b>	<b>30840 Hawthorne Blvd, Rancho Palos Verdes, CA 90275</b>
<b>Organization Type:</b>	<b>Non-Profit</b>

**II. SERVICES DESCRIPTION**

- A. TSA will provide full operations and programming in a joint project with The Gathering Place (TGP) at Rodeway Inn for 200 unduplicated households served per program year. TSA will provide fiscal and facilities oversight and TGP will provide all programming and case management services.
- B. Programming Services
1. Sites utilize low barrier, Housing First Model designed to encourage shelter entry through progressive engagement and maximize exits into permanent and stable housing.
    - a. Guest Services will be available 24 hours, seven days a week. Three to four guest services staff will be scheduled per shift to provide hospitality support, facilitate on-site food service, enforce program expectations, conduct room checks and ensure safe environment.
    - b. Orientation and intake will be completed for each new guest. Case Management supports include a Guests handbook, completion of HMIS and assessments.

1. Non-compulsory case management meetings will be scheduled at least twice a month to identify housing barriers and solutions and to provide financial assistance, as needed.
  - c. Housing Navigation will engage, recruit, maintain landlords, supports lease-ups, provides mediation and coaches tenancy skills.
  - d. Training for all staff will include Non-Violent Crisis Prevention and Intervention and Cardiopulmonary Resuscitation (CPR).
2. TSA will use a trauma-informed and client-centered approach to engage vulnerable populations. Currently, TSA with support from TGP is developing programming to align with best practices for serving underserved populations including but not limited to LGBTQIA+.
3. TSA will support and provide resources for Limited English Proficient (LEP) individuals to ensure all guests have access to services in their language of choice.
4. TSA will provide resources and connections to guests needing assistance with Activities of Daily Living (ADL).

#### C. NCS Operations

1. Shelter Operations investments facilitate environments that are safe, hygienic, accessible, equitable, inclusive, and hospitable to all eligible shelter guests. Funding for shelter operations at Rodeway Inn include support of the day-to-day hospitable functions of NCSs including the following.
  - a. Laundry services that shall provide laundered linens at minimum every 3 consecutive days of guests' stay
  - b. Basic maintenance support
  - c. Room amenities such as on-site parking, internet, television and telephone
  - d. Meals
  - e. Security
  - f. Custodial support including sanitization of common areas
  - g. Pest control
  - h. Storage
  - i. Vaccinated and non-aggressive pets will be allowed at the facility
  - j. Guest transfers.
2. TSA will provide three meals a day for guests. Meal preparations services include:
  - a. All meals are prepared to meet adult daily nutritional needs and are prepared in accordance with ServeSafe guidelines and all Public Health requirements for food safety.
  - b. Provide all utensils and serving supplies.
3. Rodeway Inn will have a full-time on-site maintenance technician Monday through Friday, during daily business hours. The maintenance technician will be responsible for providing regularly and emergency scheduled general building repair and maintenance services such as trash removal from premises to exterior dumpsters and exterior litter removal, pest control, snow removal from sidewalks and entries, changing light bulbs, minor repairs to plugged toilets and leaky faucets

4. TSA will provide and oversee biohazard, janitorial and laundry services to ensure quality and timeliness to promote a safe and comfortable environment for all guests and staff.
5. Rodeway Inn will always have one (1) security guards on duty. Security services will include installation of a video surveillance system to maximize staff visibility of the facility.

D. Fiscal Responsibilities

1. TSA will perform role of being fiscal steward for TGP funding to administer programming services.
2. TSA Work within the set budget and expend funds according to the contract. This includes payroll, check disbursement, administration of funds, invoicing/billing, budget reconciliation and financial reports.
3. TSA will prepare and provide monthly financial reports to HOST and/or its designees and will provide verification of expenditures with payroll back-up.
4. Funds contracted for the program are to be used for staffing positions, program costs, client services and indirect costs.

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

A. Contractor will:

1. Work with City to host any city-designated sensitivity training on an annual basis.
2. Provide any online modular sensitivity training developed and provided by the City to all new direct-service staff within 15 days of hire date. Ensure direct-service staff complete training refresher on a biennial basis.
  - a. Sensitivity Training is available at [https://denvergov.org/media/denvergov/housingstability/context\\_of\\_homelessness/story.html](https://denvergov.org/media/denvergov/housingstability/context_of_homelessness/story.html)
  - b. Staff will need to complete and sign the “Statement of Completion of Required Training: Informed, Compassionate, and Positive Interactions with Persons Experiencing Homelessness” form

B. The City will:

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



#### IV. EQUITY ACCESS AND OUTCOMES

The Department of Housing Stability, in alignment with the Mayor's Office of Social Equity and Innovation, values racial equity and inclusiveness and seeks to reflect this value in our funding practices. Our commitment to producing racially equitable housing outcomes is paramount to HOST's overall mission of Denver residents being healthy, housed and connected. HOST requires all programs it funds to report on the demographic characteristics of households served by the program throughout the duration of the contract in coordination with other required reporting. The contractor will also report on the demographics of staff working on this program throughout the duration of this contract. Specific information outlining the required data systems to be used and data to be collected are contained within the scope of work of this contract. This information will help HOST monitor demographic trends in who is served. The underlying objective of collecting and disaggregating data and outcomes by race is to understand who is currently served by HOST funded programs. This information will help inform future evaluation on any potential disparate impacts across HOST programs, as well as strategies to help address equity in access to and outcomes from programs where appropriate. Additionally, HOST program and contract staff will be reviewing data, and will discuss your program's progress or challenges towards racially equitable services and outcomes at site visits and monitoring.

#### V. FUNDS WILL BE USED TO

Funds in the amount of **\$2,750,000.00** will be provided to (TSA) to be utilized for the purpose of providing management and oversight of NCS operations and programming at the Rodeway Inn for persons experiencing homelessness.

#### VI. OBJECTIVE AND OUTCOMES

##### A. Household Characteristics

1. Number of households served within the reporting period and contract period to date
  - a. Source: Homeless Management Information System (HMIS)
2. Number of households that exited the program within the reporting period and contract period to date:
  - a. Source: HMIS
3. Number and percent 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

##### A. Data quality

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

##### B. Program narrative reports

1. For each reporting period, the contractor will provide a narrative update on program success, challenges, and funding leveraged.

### **C. Non-Congregate Shelter Operations and Programs**

1. Process Measure: Shelter capacity (for overnight only). Capacity will be communicated to HOST at the start of the contract term, and Contractor will notify HOST of any changes to capacity that occur during the contract term.
2. Process Measure: Number of households served who stay overnight each night.
  - a. Source: HMIS
3. Process Measure: Number and percentage of households who are engaged in individualized rehousing services (case management)
  - a. Source: HMIS
  - b. Benchmark: At least 50% of all guests served within the reporting period
4. Outcome Measure: Average nights households use overnight shelter within reporting period
  - a. Source: HMIS
5. Outcome Measure: Number and percentage of all households who exit to a stable or permanent housing solution
  - a. Source: HMIS
  - b. Benchmark: At least 40.0% of households who exit the shelter program  
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.
6. Outcome Measure: Number and percentage of households engaged in rehousing services who exit to a stable or permanent housing solution.
  - a. Source: HMIS
  - b. Benchmark: At least 75% of households who exit the shelter program  
Note: This will be measured from the destination field in HMIS, categories will be grouped into permanent housing.

## **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 last 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: 200 Unduplicated households served per program 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)

2. Specific to this Scope of Work

- a. **Daily Census Reporting** The contractor is responsible for daily communication with HOST to ensure complete, timely, and accurate information.
  - i. Total number of rooms available for non-congregate shelter
    - a. Measure:
      - i. Number occupied by location
      - ii. Number vacant and open for referral by location
      - iii. Number of ADA accessible rooms (number occupied and number vacant)
      - iv. Daily maintenance of program and exit data
    - c. Source:
      - ii. Contractor will be responsible for updating the Homeless Management Information system (HMIS) daily with household program enrollments and program exits.
      - iii. Programs Enrollment data entry should include at minimum the questions on the Emergency Shelter, Safe Haven, or Street Outreach Intake form.

- iv. Program exit data should include destination at exit, exit date, and departure reason.
- v. Daily program in-take and stay/duration information
  - a. Provide and maintain a spreadsheet including client name, clarity ID (if available), if clarity ID absent, DOB and last 4 of SSN.
  - b. Provide and maintain spreadsheet including client name, clarity ID (if available), if clarity ID absent, DOB and last 4 of SSN.
- vi. Tracking of services provided during length of stay
  - a. Contractor will keep records within their Electronic Health Records (EHR) reporting system to track medical services, behavioral health services, and shelter support services related to this program. Contractor will provide reporting from their EHR to provide back-up documentation of eligible activities under this contract as required by HOST.

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

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<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>

## **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. Invoice requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Invoices should be submitted within thirty (30) days of the actual service, expenditure, or payment of expense.
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. Budget Modifications to the services provided by Contractor, or changes to each line-item budget in excess of the ten percent (10%) or \$10,000 threshold, which do not increase the total funding to Contractor, are considered a Budget Modification. Such budget modifications will require submittal of written justification and new budget documents by the Contractor. These budget documents will require approval by HOST program and contracting staff. 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 after the contract Agreement start date and prior to the last Quarter of the fiscal period, unless waived in writing by the HOST Director or their designee.

4. Budget modification requests are limited to two per each fiscal year of a contract agreement term. Exceptions to this limit may be made by the HOST Executive Director or their designee.

### **C. Invoicing Requirements**

1. To meet Government requirements for current, auditable books at all times, it is required that all Invoices be submitted monthly to HOST to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.
2. No more than four (4) Invoices may be submitted per contract per month, without prior approval from HOST.
3. All Invoices 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 Invoice 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 registers or payroll ledger from the accounting system will verify the amount of salary. Copies of paychecks are acceptable if they include the gross pay and deductions.

#### **E. Fringe Benefits**

1. Fringe benefits paid by the employer can be requested by applying the FICA match of 7.65 percent to the gross salary -less pre-tax deductions, if applicable, paid under this contract. Fringe benefits may also include medical plans, retirement plans, worker's compensation, and unemployment insurance. Fringe benefits that exceed the FICA match may be documented by 1) a breakdown of how the fringe benefit percentage was determined prior to first draw request; or, 2) by submitting actual invoices for the fringe benefits. If medical insurance premiums are part of the estimates in item #1, one-time documentation of these costs will be required with the breakdown. Payroll taxes may be questioned if they appear to be higher than usual.
2. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick, or military), employee insurance, pensions, and unemployment benefit plans. The cost of fringe benefits is allowable if they are provided under established written leave policies, 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 Invoice 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. Financial Management Systems**

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

1. Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal and/or city financial reporting requirements.
2. Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
3. Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property, and it must be assured that it is used solely for authorized purposes.
4. Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.

5. All HOST contracts will be subject to applicable 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) Invoicing Process.
11. The Contractor will be responsible for all Disallowed Costs.
12. 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.

#### **H. Procurements**

1. The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services (including insurance) supplies, or other property that costs more than ten thousand dollars (\$10,000) in the aggregate.
2. The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
3. For contracts subject to federal agreements, if there is a residual inventory of unused supplies exceeding five thousand dollars (\$5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other

federally sponsored programs or projects the Contractor will compensate the awarding agency for its share.

### **I. Monitoring Requirements**

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

### **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, to make audits, examinations, excerpts, and transcripts.

### **K. Contract Close-Out**

1. All Contractors are responsible for submitting a final invoice marked "Final Invoice" and any required performance and outcome reports to HOST by the required due dates outlined in this Contract.
2. HOST will close out the Contract when it determines that all applicable administrative actions and all required work of the contract have been completed. If Contractor fails to perform in accordance with this Agreement, HOST reserves the right to unilaterally close out a contract, "unilaterally close" means that no additional money may be expended against the contract.

### **L. Collection of Amounts Due**

1. Any funds paid to a Contractor in excess of the amount to which the Contractor is determined to be entitled under the terms of the award constitute a debt to the City

and County of Denver, if not paid within a reasonable period after demand HOST may:

- a. makes an administrative offset against other requests for reimbursements.
  - b. withholds advance payments otherwise due to the Contractor; or
  - c. other action permitted by law.
2. The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to Budgeting and Cost Allocation Plans, and Invoicing Process.

## **X. Budget**

**Contract Program Budget Summary**

<b>Contractor Name:</b>	<b>The Salvation Army</b>	<b>City Contract #:</b>	<b>HOST 202261825-01/ HOST 202265968-01</b>
<b>Project :</b>	<b>Non-Congregate Shelter Rodeway</b>		
<b>Fiscal Term:</b>	<b>From:</b>	<b>1/1/2023</b>	<b>To:</b>
<b>Program/Fiscal Year:</b>	<b>2023</b>		

Budget Category	Agency Total (All Funding Sources for Agency)	Homelessness Resolution HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
				Amount	%	
Personnel: Job Title	Total	Amount	HOST Total	Amount	%	
<b>Asst. Social Services Director</b>	\$82,000	\$9,460	\$9,460	\$9,460	11.54%	Portion of salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Up to 5 hours a week from start of project.
<b>Non Congregate Shelter Director</b>	\$56,160	\$10,530	\$10,530	\$10,530	18.75%	Portion of salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Up to 13 hours a week beginning June 2022.
<b>Janitorial/Custodian</b>	\$69,120	\$69,120	\$69,120	\$69,120	100.00%	Up to 2 full-time Janitorial/Custodian salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits.
<b>Maintenance Technician</b>	\$42,240	\$42,240	\$42,240	\$42,240	100.00%	Full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits.
<b>Facilities Manager</b>	\$50,232	\$50,232	\$50,232	\$50,232	100.00%	Full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Up to 40 hours a week at start of project, @13.3 hours a week projected start in May with additional NCS projects.
<b>Food Services Drivers</b>	\$83,200	\$83,200	\$83,200	\$83,200	100.00%	Full-time salaries/wages will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Up to 2 Meal delivery Drivers.
<b>Total Salary:</b>	<b>\$382,952</b>	<b>\$264,782</b>	<b>\$264,782</b>	<b>\$264,782</b>	<b>69.14%</b>	
<b>Fringe Benefits</b>	<b>\$168,246</b>	<b>\$67,967</b>	<b>\$67,967</b>	<b>\$67,967</b>	<b>40.40%</b>	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please see section Financial Administration E. Fringe Benefits.
<b>Total Salary and Fringe Benefits:</b>	<b>\$551,198</b>	<b>\$332,749</b>	<b>\$332,749</b>	<b>\$332,749</b>	<b>60.37%</b>	
<b>Other Direct Costs</b>	Total	Amount	Subtotal	Amount	%	

Budget Category	Agency Total (All Funding Sources for Agency)	Homelessness Resolution HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
<b>Program Expenses &amp; Supplies</b>						Program/Project-related supplies not given directly to a client and/or directly related to program function. May include repairs or replacement of infrastructure items in client units such as clients bed, mattress, dresser and microwave Other items include client linens, client hygiene, toilet paper, janitorial supplies and shelter supplies.
	\$88,740	\$52,031	\$52,031	\$52,031	58.63%	
<b>Guest Meals</b>	\$500,000	\$500,000	\$500,000	\$500,000	100.00%	Meals for guests
<b>Facilities</b>	\$58,283	\$35,000	\$35,000	\$35,000	60.05%	Maintenance costs and supplies not covered by facility use license.
<b>Professional Services Pest Control</b>	\$60,000	\$15,000	\$15,000	\$15,000	25.00%	Professional Services include pest control and BioHazard services
<b>Security</b>	\$128,000	\$128,000	\$128,000	\$128,000	100.00%	contracted security guard. One overnight shift every night.
<b>Staff Program/Project Training-List the Training</b>	\$500	\$500	\$500	\$500	100.00%	Program-related training materials and registration fees
<b>Subcontractor - The Gathering Place.</b>						The Gathering Place is subcontracted to provide staffing, programming and case management services for guests. The Gathering Place is responsible to adhere to all applicable rules/regulations and performance standards of City and County of Denver.
	\$1,577,892	\$1,577,892	\$1,577,892	\$1,577,892	100.00%	
<b>Total Other Direct Costs</b>	<b>2,413,415</b>	<b>\$2,308,423</b>	<b>\$2,308,423</b>	<b>\$1,706,392</b>	<b>70.70%</b>	
<b>Total Salaries, Fringe and Other Direct Costs</b>	<b>\$ 2,964,612.50</b>	<b>\$ 2,641,172.00</b>	<b>\$ 2,641,172.00</b>	<b>2,039,141</b>	<b>68.78%</b>	
<b>Indirect Costs</b>						
Indirect Costs	\$290,821	\$108,828.00	\$108,828	\$108,828	37.42%	Indirect rate is 10% of Total Salaries, Fringe and Other Direct Costs and first \$25,000 of Subcontract.
<b>Grand Total</b>	<b>3,255,434</b>	<b>2,750,000.00</b>	<b>2,750,000.00</b>	<b>2,147,969.00</b>	<b>65.98%</b>	