

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 **BLUFF MERCY, LLC**, a Colorado limited liability company, whose address is 1600 Broadway, Suite 2000, Denver, CO 80202 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated March 11, 2021, for supportive services and housing subsidy for formerly homeless households (the “Agreement”); and

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

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

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

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

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

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

20.2. The Contractor certifies that:

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

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

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

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

20.2.5. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with

the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

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

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

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

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

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

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

6. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-1**, Scope of Work.

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Contract Control Number: HOST-202262755-01, HOST 202057233-01
Contractor Name: BLUFF MERCY, LLC

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

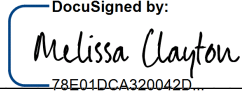
By:

By:

By:

Contract Control Number:
Contractor Name:

HOST-202262755-01, HOST 202057233-01
BLUFF MERCY, LLC

By:  _____
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Name: Melissa Clayton
(please print)

Title: vice president
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

SCOPE OF WORK**DEPARTMENT OF HOUSING STABILITY****Bluff Mercy, LLC****HOST-202262755-01****I. INTRODUCTION****Period of Performance Start and End Dates:** January 1, 2021 – December 31, 2023**Project Description:**

The purpose of this contract agreement amendment is to add language to the initial scope of work and to provide a Department of Housing Stability (HOST) award for **\$900,000.00**. These funds will be provided to Bluff Mercy, LLC (Mercy) to be utilized for supportive services and housing subsidy for formerly homeless households.

Funding Source:	General Fund
Project Name:	Bluff Mercy PSH
Contractor Address:	1600 Broadway, Suite 2000, Denver, CO 80202
Organization Type:	Non-Profit

II. SERVICES DESCRIPTION

- A. The contractor will provide thirty-one (31) rental units at Bluff Lake Apartments, located at 10425 E 31st Avenue, Denver, CO, to households formerly experiencing homelessness whose income is equal to or less than 30% of the area median gross income (AMI) at the time they initially lease a unit.
- i. 100% of all vacancies of these 31 units must be filled with referrals from the OneHome System. A 30-day notice will be sent to all wait list applicants prior to changes being implemented.
- B. The contractor will be entitled to be reimbursed by the City for a Monthly Rental Subsidy in an amount not to exceed \$19,445 per month for the 31 units designated for the 30% and below AMI. The Monthly Rental Subsidy may be billed to the City every 30 days using a per unit basis.
- i. The Monthly Rental Subsidy amount is calculated as the difference between the actual tenant rent collected from the 30% AMI households and the HOST Fair Market Rent (FMR) as periodically established.
 - ii. The Tenant Rent Contribution shall be established by the contractor on the condition that the tenant portion of rent is at 30% of the total

HOST FMR per unit.

- iii. The contractor requires that a prospective household have a minimum income of 2x their portion of rent where their portion of rent is equal to 30% of the HOST FMR.
- iv. Bluff Mercy, LLC will show the actual tenant rent paid as well as the amount to be reimbursed for each unit on the invoice.
- v. HOST will compensate Bluff Mercy, LLC up to 30 days at the HOST FMR rate for unoccupied rental units in the 31 units designated for the 30% and below AMI.
- vi. The HOST FMR Rate per bedroom size is as follows:

<u>Number of Units</u>	<u>Unit Type</u>	<u>HOST FMR</u>
13	1BR/1BA	\$759
16	2BR/2BA	\$925
2	3BR/2BA	\$1,304

- C. The contractor will make its best efforts to enter either of two types of Housing Assistance Payments (HAP) contracts with the Denver Housing Authority. Although the referral for the 31 HOST specified units originate from the OneHome Coordinated Entry System, Mercy reserves the right to accept or deny any residents based upon the pre-established criteria detailed in the Resident Selection Criteria.
 - i. The tenants with Housing Choice Tenant Based Vouchers or Section 8 vouchers will become tenants in some of the 31 units reserved for 30% AMI or below.
 - ii. For the HAP contracts, the amount of the HAP contracts will be subtracted from the Monthly Rental Subsidy request submitted to the City.

- D. The contractor will provide Resident Services Coordination onsite to the 31 households receiving the rental subsidy. These activities are subject to COVID restrictions. As required by State and local Departments of Health or at the discretion of Mercy Housing Management, there are times in which these and other community activities may be canceled or occur virtually. This service coordination will include, but not limited to the following activities.
 - i. Economic Development
 - ii. Financial Stability
 - 1. Job Application Assistance
 - 2. Resume Writing
 - 3. Technology Literacy (Word, Excel, PowerPoint)
 - 4. GED Test Prep
 - 5. EITC Education
 - 6. Tax Prep
 - iii. Housing Stability
 - 1. Lease Education Groups
 - 2. Rental Assistance Referrals

3. Eviction Prevention Coaching
4. Housing Search Options
5. Housing Application Assistance
- iv. Community
 1. Leadership Tours
 2. Public Speaking Prep + Engagement
 3. Community Safety Initiatives + Education
 4. Encouraging Community Leadership Opportunities
- v. Education
 1. After School Programming
 2. Educational field trips
 3. Science, Math, Reading Literacy Engagement
 4. Snack prep
 5. Anti-bullying programming
 6. Homework help

III. ROLES AND RESPONSIBILITIES FOR BOTH PARTIES

- A. Contractor will:
 1. Work with City to host any city-designated sensitivity training on an annual basis.
 2. Provide any online modular sensitivity training developed and provided by the City to all new direct-service staff within 15 days of hire date. Ensure direct-service staff complete training refresher on a biennial basis.
- B. The City will:
 1. Provide signage that includes information about the City and County of Denver's Anti-Discrimination Office.

IV. EQUITY ACCESS AND OUTCOMES

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

V. FUNDS WILL BE USED TO

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

	Year 1	Year 2	Year 3
Project A	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00
Total Contract Amount	\$ 900,000.00		

VI. OBJECTIVE AND OUTCOMES**A. Household Characteristics**

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

B. Data quality

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

C. Supportive Housing

1. Process Measure: Number and percentage of households served in a literally homeless situation or coming from time-limited rental assistance such as rapid rehousing if they need a longer-term resource
 - a. Source: HMIS
2. Benchmark: 100% of households were in a literally homeless situation or coming from time-limited rental assistance such as rapid rehousing if they need a longer-term resource
 - a. Note: This will be measured through living situation at program entry
3. Process Measure: Percentage of households served who were referred from OneHome
 - a. Source: HMIS
 - b. Benchmark: 100% of households served
4. Process Measure: Average length of program enrollment

- a. Source: HMIS
- 5. 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
- 6. 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
- 7. 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
 - i. 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.
- 8. Outcome Measure: Number and percentage of households who remain stably housed on 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 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 GF-\$900,000.00
- d. Number of Households served:
 - i. Households proposed to be served over contract term: 31 unique households will be served annually; 93 – with duplication, households will be served over the three-year contract term.
 - 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. Additional household characteristics:
 - i. Number of households living in or coming from subsidized housing (for HUD funded only)
 - ii. Age of head of household
 - iii. Number of households by gender of head of household
 - iv. Household size

HOMELESS MANAGEMENT INFORMATION SYSTEM AND REPORTING HMIS

Use of Homeless Management Information System and Reporting for Non-Shelter Services

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 HMIS¹.

The contractor, in addition to the HUD requirements, shall conform to the HMIS policies and procedures established and adopted by the Metro Denver Homeless Initiative (MDHI)

Continuum of Care (CoC). These are outlined in the COHMIS Policies and Procedures², and the COHMIS Security, Privacy and Data Quality Plan³.

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

Contractor's aggregate HMIS performance data for projects may be shared with the funder and the community to improve system performance and assist with monitoring. MDHI 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.⁴

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.

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 15th of each month following the month services were rendered 100% of the time. Contractor shall use HOST's preferred invoice template, if requested HOST Financial Services may require a Cost Allocation Plan and budget narrative for detailed estimated description and allocation of funds. This is dependent upon funding source and program requirements.

5. Invoices shall be submitted to HOST at hostap@denvergov.org or by US Mail to:
Attn: Department of Housing Stability
Financial Services Team
201 W. Colfax Ave.
Denver CO 80202

B. Budget Modification Requests

1. HOST may, at its option, restrict the transfer of funds among cost categories, programs, functions, or activities at its discretion as deemed appropriate by program staff, HOST executive management or its designee.
2. Minor adjustments to each line-item in the budget equal to or less than a ten percent (10%) threshold and not to exceed \$10,000 per line item, which do not increase the total funding to the Contractor, will require notification to HOST Accounts Payable staff and upon approval, may be submitted with the next monthly invoice. 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 and may be made only with prior written approval by HOST program staff. 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 Contract 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 in order 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 monthly, no later than the 15th day of the following month for expenses incurred in the prior month. The request for reimbursement should include:
 - a. Amount of the request in total and by line item.
 - b. Period of services for current reimbursement.
 - c. Budget balance in total and by line item.
 - d. Authorization for reimbursement by the contract signatory (i.e., executive director or assistant director).
7. If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to HOST prior to the draw request.
8. The standardized HOST “Expense Certification Form” should be included with each payment request to provide the summary and authorization required for reimbursement.

D. Payroll

1. A summary sheet should be included to detail the gross salary of the employee, amount of the salary to be reimbursed, the name of the employee, and the position of the employee. If the employee is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be shown on the timesheet as described below. Two items are needed for verification of payroll: (1) the amount of time worked by the employee for this pay period; and (2) the amount of salary paid to the employee, including information on payroll deductions.
2. The amount of time worked will be verified with timesheets. The timesheets must include the actual hours worked under the terms of this contract, and the actual amount of time worked under other programs. The total hours worked during the period must reflect all actual hours worked under all programs including leave time. The employee’s name, position, and signature, as well as a signature by an appropriate supervisor, or executive director, must be included on the timesheets. If an electronic time system is used, signatures are not required. If the timesheet submitted indicates that the employee provided services payable under this contract

for a portion of the total time worked, then the amount of reimbursement requested must be calculated and documented in the monthly reimbursement request.

3. A payroll 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 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 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. 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) Invoicing Process.

H. Audit Requirements

1. The Contractor will be responsible for all Disallowed Costs.
2. The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

I. Procurements

1. The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services (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.

J. Monitoring Requirements

1. Monitoring may be performed by the program area, contract administration and financial services throughout the term of the agreement. Contractor will be notified in writing 30 days prior to facilitation of contract monitoring.

2. Program or Managerial Monitoring: The quality of the services being provided and the effectiveness of those services addressing the needs of the program. This may 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.

K. Records Retention

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

L. Contract Close-Out

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

M. Collection of Amounts Due

1. Any funds paid to a Contractor in excess of the amount to which the Contractor is determined to be entitled under the terms of the award constitute a debt to the City and County of Denver, if not paid within a reasonable period after demand HOST may:
 - a. Make an administrative offset against other requests for reimbursements.
 - b. Withhold advance payments otherwise due to the Contractor.
 - 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.

XII. Budget

Program Budget and Cost Allocation Plan Summary

Contractor Name: Mercy Housing Mountain Plains
Project : Bluff Mercy LLC Supportive Housing Program
Contract Dates: 1/1/2021 to 12/31/2021
Program Year: 2021 Year 1 of 3

Budget Category	Agency Total (All Funding Sources for Agency)	Program Costs HOST Funding #1 201100000		Program Costs HOST Funding #2 (If applicable) 201100000		Total Project Costs requested from HOST		Agency Total		Budget Narrative
		Amount	%	Amount	%	Subtotal	%	Amount	%	
Personnel: Name and Job Title	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	
Resident Services Coordinator	\$32,630.00	\$32,630	100.00%		0.00%	\$32,630	100.00%	\$32,630	100.00%	Provides support to residents in the areas of housing stability, financial capability, community engagement and education. Full-time employees' salaries 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.
Resident Services Manager	\$64,000.00	10,866	16.98%		0.00%	10,866	16.98%	10,866	16.98%	Provides supervision of Resident Services Coordinator overseeing implementation and program development support.
Total Salary:	\$96,630	\$43,496	45.01%	\$0	0.00%	\$43,496	45.01%	\$43,496	45.01%	
Fringe Benefits	\$10,557.00	\$10,557	100.00%		0.00%	\$10,557	100.00%	\$10,557	100.00%	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. PTO @ 7.69%, long-term disability @.1%, FICA @7.65%, 403b @5%.
Total Salary and Fringe:	\$107,187.00	\$54,053.00	50.43%		0.00%	54,053	50.43%	54,053	50.43%	
Other Direct Costs	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	
Program Supplies	\$7,680.00	\$7,680			0.00%	\$7,680	100.00%	7,680	100.00%	Food, programming and supplies for services offered to residents in the areas of financial stability, housing stability, community engagement and youth programming/school readiness; in-person and remote computer lab support. To support resident access to transportation, bus tickets will be provided as available. Allocated at an average \$20 per month/per unit. Also includes \$240 for program office supplies (\$20/month).
Client Support	\$1,250.00	\$1,250				\$1,250	100.00%	1,250	100.00%	Items given directly to clients: Resident engagement incentives at an average of \$20 per unit, twice per year.

Program Budget and Cost Allocation Plan Summary

Contractor Name: Mercy Housing Mountain Plains
Project : Bluff Mercy LLC Supportive Housing Program
Contract Dates: 1/1/2021 to 12/31/2021
Program Year: 2021 Year 1 of 3

Budget Category	Agency Total (All Funding Sources for Agency)	Program Costs HOST Funding #1 201100000		Program Costs HOST Funding #2 (If applicable) 201100000		Total Project Costs requested from HOST		Agency Total		Budget Narrative
Mileage	\$138.00	\$138				\$138	100.00%	138	100.00%	Mileage reimbursement not to exceed the standard IRS rate at the time of travel. Expenses should follow IRS guidelines regarding travel: Estimated at an average of 20 miles per month, at IRS mileage rate of \$.575/mile.
Staff Program/Project Training	\$600.00	\$600				\$600	100.00%	600	100.00%	Program-related training materials and registration fees: Training costs for staff, estimated at approximately \$300 per training for development covering topics such as resident and youth engagement, PYD, leadership development, and financial literacy.
Outreach Materials	\$240.00	\$240			0.00%	\$240	100.00%	240	100.00%	Estimated at approximately \$20/month to maintain communication with residents through outreach with flyers, posters, door-to-door notices, newsletters, and related communication materials.
Equipment	\$2,699.00	\$2,699			0.00%	\$2,699	100.00%	2,699	100.00%	Funds to support computer lab and remote use for resident access to virtual programming. Costs will be used for printer, hot spots to connect while maintaining social distancing, and additional devices (Chromebooks, tablets) for resident check-out as needed to engage virtually.
Other Direct Expense: Housing Subsidy Costs - Rental Assistance	\$233,340.00	\$233,340			0.00%	\$233,340	100.00%	233,340	100.00%	Housing subsidy for 31 units participating in program at 30% of AMI.
Total Direct Costs	\$245,947	\$245,947	100.00%	\$0	0.00%	\$245,947	100.00%	\$245,947	100.00%	
Indirect Costs		-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	
Total Project Cost	\$353,134	\$300,000	84.95%	-	0.00%	\$300,000	84.95%	\$300,000	84.95%	
Grand Total	\$353,134	\$300,000	85%	\$0	0.00%	\$300,000	84.95%	\$300,000	84.95%	

Program Budget and Cost Allocation Plan Summary

Contractor Name: Mercy Housing Mountain Plains
Project : Bluff Mercy LLC Supportive Housing Program
Contract Dates: 1/1/2022 to 12/31/2022
Program Year: 2022 Year 2 of 3

Budget Category	Agency Total (All Funding Sources for Agency)	Program Costs HOST Funding #1 201100000		Program Costs HOST Funding #2 (If applicable) 201100000		Total Project Costs requested from HOST		Agency Total		Budget Narrative
		Amount	%	Amount	%	Subtotal	%	Amount	%	
Personnel: Name and Job Title	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	
<i>Resident Services Coordinator</i>	\$32,630.00	\$32,630	100.00%		0.00%	\$32,630	100.00%	\$32,630	100.00%	Provides support to residents in the areas of housing stability, financial capability, community engagement and education. Full-time employees' salaries 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>Resident Services Manager</i>	\$64,000.00	10,866	16.98%		0.00%	10,866	16.98%	10,866	16.98%	Provides supervision of Resident Services Coordinator overseeing implementation and program development support.
Total Salary:	\$96,630	\$43,496	45.01%	\$0	0.00%	\$43,496	45.01%	\$43,496	45.01%	
Fringe Benefits	\$10,557.00	\$10,557	100.00%		0.00%	\$10,557	100.00%	\$10,557	100.00%	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. PTO @ 7.69%, long-term disability @.1%, FICA @7.65%, 403b @5%.
Total Salary and Fringe:	\$107,187.00	\$54,053.00	50.43%		0.00%	54,053	50.43%	54,053	50.43%	
Other Direct Costs										
Program Supplies	\$7,680.00	\$7,680			0.00%	\$7,680	100.00%	7,680	100.00%	Food, programming and supplies for services offered to residents in the areas of financial stability, housing stability, community engagement and youth programming/school readiness; in-person and remote computer lab support. To support resident access to transportation, bus tickets will be provided as available. Allocated at an average \$20 per month/per unit. Also includes \$240 for program office supplies (\$20/month).
Client Support	\$1,250.00	\$1,250			0.00%	\$1,250	100.00%	1,250	100.00%	Items given directly to clients: Resident engagement incentives at an average of \$20 per unit, twice per year.
Mileage	\$138.00	\$138			0.00%	\$138	100.00%	138	100.00%	Mileage reimbursement not to exceed the standard IRS rate at the time of travel. Expenses should follow IRS guidelines regarding travel: Estimated at an average of 20 miles per month, at IRS mileage rate of \$.575/mile.

Program Budget and Cost Allocation Plan Summary

Contractor Name: Mercy Housing Mountain Plains
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Contract Dates: 1/1/2022 to 12/31/2022
Program Year: 2022 Year 2 of 3

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Equipment	\$2,699.00	\$2,699			0.00%	\$2,699	100.00%	2,699	100.00%	Funds to support computer lab and remote use for resident access to virtual programming. Costs will be used for printer, hot spots to connect while maintaining social distancing, and additional devices (Chromebooks, tablets) for resident check-out as needed to engage virtually.
Other Direct Expense: Housing Subsidy Costs - Rental Assistance	\$233,340.00	\$233,340			0.00%	\$233,340	100.00%	233,340	100.00%	Housing subsidy for 31 units participating in program at 30% of AMI.
Total Direct Costs	\$245,947	\$245,947	100.00%	\$0	0.00%	\$245,947	100.00%	\$245,947	100.00%	
Indirect Costs		-	#DIV/0!	-	#DIV/0!	-	#DIV/0!		#DIV/0!	
Total Project Cost	\$353,134	\$300,000	84.95%	-	0.00%	\$300,000	84.95%	\$300,000	84.95%	
Grand Total	\$353,134	\$300,000	85%	\$0	0.00%	\$300,000	84.95%	\$300,000	84.95%	

Program Budget and Cost Allocation Plan Summary

Contractor Name: Mercy Housing Mountain Plains
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Contract Dates: 1/1/2023 to 12/31/2023
Program Year: 2023 Year 3 of 3

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Indirect Costs		-	#DIV/0!	-	#DIV/0!	-	#DIV/0!		#DIV/0!	
Total Project Cost	\$353,134	\$300,000	84.95%	-	0.00%	\$300,000	84.95%	\$300,000	84.95%	
Program Income (through funded activities)			#DIV/0!		#DIV/0!	-	#DIV/0!	-	#DIV/0!	
Grand Total	\$353,134	\$300,000	85%	\$0	0.00%	\$300,000	84.95%	\$300,000	84.95%	