

## REVIVAL AND FIFTH AMENDATORY AGREEMENT

This **FIFTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **THE COLORADO COALITION FOR THE HOMELESS**, whose address is 2111 Champa Street, Denver, Colorado 80205 (the “Contractor”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into Agreement dated May 1, 2020, a First Amendatory Agreement dated August 25, 2020, a Second Amendatory Agreement dated March 4, 2021, a Third Amendatory Agreement dated September 15, 2021, and a Fourth Amendatory Agreement dated October 17, 2022 (collectively, the “Agreement”) to provide funding to lease hotel and/or motel rooms and staffing support for people experiencing homelessness in response to the COVID-19 public health crisis. The Fourth Amendatory Agreement expired on December 31, 2022.

**B.** The Parties wish to revive and 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, A-1, A-2, A-3, A-4 and A-5...” in the Agreement shall be amended to read: “...Exhibit A, A-1, A-2, A-3, A-4 and A-5...” as applicable. The scope of work marked as **Exhibit A-5** attached to this Fifth 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**: The Agreement will commence on March 1, 2020, and will expire, unless sooner terminated, on June 30, 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 the Agreement, the City's maximum payment obligation will not exceed **FORTY-ONE MILLION SEVEN HUNDRED FIFTY-EIGHT THOUSAND ONE HUNDRED THIRTY-THREE DOLLARS (\$41,758,133.00)** (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-5. Any services performed beyond those in Exhibit A-5 are performed at the Contractor's risk and without authorization under the Agreement. ."

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

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

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**Contract Control Number:** HOST-202366438-05/HOST 202054331-05  
**Contractor Name:** THE COLORADO COALITION FOR THE HOMELESS

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

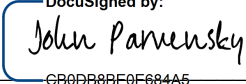
\_\_\_\_\_

By:

\_\_\_\_\_

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

HOST-202366438-05/HOST 202054331-05  
THE COLORADO COALITION FOR THE HOMELESS

By:  \_\_\_\_\_  
CB0DB8BE0E684A5...

Name: John Parvensky  
(please print)

Title: President and CEO  
(please print)

ATTEST: [if required]

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

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

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



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**I. Purpose of Agreement**

The purpose of this contract agreement is to extend the term to June 30, 2023, and to add funding in amount of \$1,814,437.00 for total contract amount of \$41,758,133.00 through the Department of Housing Stability (“HOST”). These funds will be provided to Colorado Coalition for the Homeless (“CCH”) to lease hotel and/or motel rooms and staffing support for people experiencing homelessness in response to the COVID-19 public health crisis. Such hotel and/or motel rooms will be used for activated respite and as protective action defined by this scope of work to place high risk individuals in safe conditions out of congregate shelter or unsheltered conditions.

**II. Services**

The City, the State of Colorado (“State”), CCH and other partners are working together to identify hotel/motel facilities that can be used to serve people experiencing homelessness. The following services will be provided.

**A. Provide Activated Respite Rooms:** Provide a safe hotel/motel facility for people experiencing homelessness who are medically referred for isolation or quarantine related to COVID-19 “Activated Respite Rooms”. To ensure that the City, State and CCH partners are aligning the pipeline of Activated Respite Rooms, written approval such as email for the use of a specific facility for master lease or similar agreement will be required from the Executive Director of HOST or a designee.

1. Eligible program participants for Activated Respite Rooms include people experiencing homelessness who:
  - a. are COVID-19 symptomatic, have been determined to need testing by a health care professional, and/or are awaiting the results of a COVID-19 screening test,
  - b. have been in close, direct contact with someone who is COVID-19 positive, and are deemed to be “presumptive positive” by a health care professional and in need of quarantine,
  - c. or have tested positive for COVID-19 and need quarantine until they receive clearance from a health care professional.

**B. Provide Protective Action Rooms:** Provide a safe hotel/motel facility for people experiencing homelessness who are at higher risk of issues related to COVID-19, including long-term health impacts caused by COVID-19, and are currently in congregate shelter or unsheltered conditions, “Protective Action Rooms”. To ensure that the City, State and CCH partners are aligning the pipeline of Activated Respite Rooms, written approval such as email for the use of a specific facility for master lease or similar agreement will be required from the Executive Director of HOST or a designee.



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1. Eligible program participants for Protective Action Rooms include people experiencing homelessness who are at higher risk of contracting or having more severe complications associated with COVID-19, such as those who are older than 60 years old or with existing health conditions. Contractor and HOST will work collaboratively to develop a policy for screening for Protective Action Respite Rooms with written approval such as email from the Executive Director of HOST or designee.
- C. Provide Staffing Support for Activated Respite and Protective Action Rooms:** CCH may provide medical, behavioral health and other staffing support for people experiencing homelessness who have low acuity level of care needs in Activated Respite Rooms and Protective Action Rooms. These staffing levels of primary and behavioral health are subject to review and change as needed.
1. Shelter Support Staff – Staff will provide onsite support and assist in coordination of basic care, access to benefits, obtaining vital documents, connection to housing resources, and support needs for residents at each facility.
  2. Medical Care – Limited services via onsite staffing and telemedicine to include – Vitals and symptom monitoring and care for chronic medical conditions to limit complications and need for hospital care.
  3. Behavioral Health - Limited behavioral health and psychiatry via onsite staffing and telemedicine.
  4. Intake – Staff will oversee census of hotel/motel, liaison with the city dispatch for transportation needs, and coordinate with nursing and medical staff on identifying clients who may need more intensive services.
- D. Budget and scope of work** anticipate the use of up to one (1) hotel/motel for Protective Action Rooms and Activated Respite Rooms for a total of up to **106** individual rooms within the following time frames:
- 2. For time frame October 1, 2022 – June 30, 2023**
    - a. At the Park Avenue Inn motel, 46 of the rooms will be used for Activated Respite Rooms and 60 of the rooms will be used for Protective Action Rooms. The allocation of room type may be modified based on need for Activated Respite rooms for COVID-19 isolation.
- E. Site Closures**
1. This Agreement is part of the City and County of Denver’s COVID-19 emergency response and is operationally dependent on the continued declaration of an emergency. If the COVID-19 emergency declaration ends before the term of this Agreement, the City may terminate this Agreement in accordance with its terms and conditions.



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2. If the City determines that a service outlined in this Agreement is no longer necessary, the City may, in whole or in part, terminate or suspend the services and deliverables stated within this Exhibit A-5 by terminating specific budget line items.
3. All decisions concerning the use of and services to any specific property shall be communicated in writing. A decision to 1) convert a property from one use to another, 2) to decommission a property temporarily, or 3) remove a property from our portfolio as either Activated Respite, Protective Action, or Enhanced Shelter will be approved in writing such as an email by the Executive Director of HOST or their designees.
4. Staffing levels of primary and behavioral health staff and services are subject to review and change as needed, in consultation with CCH. Decisions to decrease staffing support will be made in coordination with decisions to decrease motel site operations. The City will provide CCH 30-day written notice for any changes.

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

**A. Contractor Roles:**

1. Contractor will negotiate and execute master lease or license agreements for the use of hotel and/or motel facilities for Activated Respite Rooms and Protective Action Rooms for the duration of the federal emergency.
2. Contractor will provide staffing in accordance with this scope of work for Activated Respite Rooms and Protective Action Rooms for the duration of the federal emergency.
3. Contractor will partner with the City, EOC branches and other appropriate organizations such as the Metro Denver Homelessness Initiative to develop and implement protocols for referrals to Activated Respite Rooms and Protective Action Rooms.
4. Contractor will utilize the Homeless Management Information System (HMIS) for reporting on the use of Activated Respite Rooms and Protective Action Rooms in accordance with the requirements of this scope of work.
5. Contractor will provide HOST staff and EOC branches with accessibility information for hotel/motel facilities for individuals with a disabling condition, identifying facilities that meet current Americans with Disabilities Act (“ADA”) and City Building Code requirements.
6. Contractor will provide operating personnel for Protective Action Rooms or Activated Respite Rooms that the city holds the master lease or license agreement for facility use where approved by the Executive Director of HOST or designee. Contractor and City will document the specific personnel expectations for such rooms to be approved by the Executive Director of HOST or designee.
7. Contractor will work with City to host any city-designated sensitivity training on an annual basis.



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8. Contractor will provide any online modular sensitivity training developed and provided by the City to all new direct-service staff within 15 days of hire date.
9. Contractor will assure direct-service staff complete training refresher on a biennial basis.
10. The City will provide signage that includes information about the City and County of Denver's Anti-Discrimination Office.

**B. City Roles:**

1. HOST will coordinate between CCH and City's Emergency Operation Center ("EOC")
2. HOST will partner with CCH and other appropriate organizations and EOC branches to develop protocols for referrals to and discharge from Activated Respite Rooms and Protective Action Rooms.
3. City and other organizational partners will serve as dispatch between medical providers, existing shelters, and referrals to Activated Respite Rooms and Protective Action Rooms.
4. City and other organizational partners will provide transportation between medical provider, existing shelter and Activated Respite Rooms and Protective Actions Rooms.
5. City and other organizational partners will provide meals to guests in Activated Respite Rooms and Protective Action Rooms.

**IV. Process and Outcome Measures**

- A. At the point of execution of this contract, City of Denver is providing coordinating staff support to help facilitate data tracking and reporting for this program, in partnership with the MDHI HMIS team. HOST Program Officer will communicate the need to shift or adjust this reporting process due to changes in available staff assistance from HOST shelter manager and/or HMIS team to provide data entry and tracking.
- B. While HOST is currently tracking the following data items, the contractor is responsible for daily communication with HOST to ensure complete, timely and accurate information
- C. Daily census reporting
  1. Total number of rooms available across all program locations
    - a. Number occupied by location
    - b. Number vacant & open for referral by location
    - c. Number of ADA accessible rooms (number occupied and number vacant)





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**D. Daily Program intake data**

1. Provide and maintain a spreadsheet including client name, clarity ID (if available), if clarity ID absent, DOB and last 4 of SSN

**E. Daily Program Stay/Duration Information**

1. Provide and maintain a spreadsheet including client name, clarity ID (if available), if clarity ID absent, DOB and last 4 of SSN

**F. Tracking of Services Provided during length of stay:**

1. Contractor will keep records within their Electronic Health Records reporting system to track medical services, behavioral health services, and 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 and/or FEMA.

**V. EQUITABLE ACCESS AND OUTCOMES**

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

**VI. Performance Management and Reporting A. Performance Management**

- A. Monitoring will be performed by the program area and other designated City staff throughout the term of the agreement. Contractor may be reviewed for:**
1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.



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2. **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.
3. **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.
4. **Financial Monitoring:** Will ensure that contracts are allocated and expended in accordance with the terms of the agreement. Contractor is required to provide all invoicing documents for the satisfaction of the HOST Financial Services Team. HOST will review the quality of the submitted invoice monthly.

**B. Reporting**

The following reports shall be developed and delivered to the City as stated in this section.

Report	Description	Frequency	Reports Sent to
Daily Report	Report shall demonstrate achievement of Outcome measures in Section IV.	Due by 7:30am each day	CCH will submit daily reports to John.mendez@denvergov.org, or with Anthony.Rodriguez@denvergov.org if J. Mendez is unavailable
Contract Summary Report	Report shall demonstrate all functions performed, and how services provided met the overall goals of this agreement.  Other data will include total budget per line item, amount spent, and an explanation as to unspent funds, etc.	Within 30 days after Term End Date of this contract agreement	HOST Program Officer



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**VII. Homeless Management Information System (HMIS)**

**For the purposes of this contract, responsibility for data entry into HMIS currently sits with Metro Denver Homeless Initiative. Contractor will work with MDHI as needed to ensure HMIS is able to be updated with relevant information. Use of HMIS and Reporting**

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

The 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.

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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>



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**VIII. FINANCIAL ADMINISTRATION**

**A. Compensation and Methods of Payment**

1. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
2. The method of payment to the Contractor by HOST shall be in accordance with established HOST procedures for line-item reimbursements. Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Vouchers should be submitted within thirty (30) days of the actual service, expenditure, or payment of expense.
3. The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget
4. Invoices and reports shall be completed and submitted on or before the 15<sup>th</sup> of each month following the month services were rendered 100% of the time. Contractor shall use HOST's preferred invoice template, if requested. HOST Financial Services may require a Cost Allocation Plan and budget narrative for detailed estimated description and allocation of funds. This is dependent upon funding source and program requirements.
5. Invoices shall be submitted to HOST at [hostap@denvergov.org](mailto:hostap@denvergov.org) or by US Mail to:  
Attn: Department of Housing Stability  
Financial Services Team  
201 W. Colfax Ave.  
Denver CO 80202

**B. Budget Modification Requests**

1. HOST may, at its option, restrict the transfer of funds among cost categories, programs, functions, or activities at its discretion as deemed appropriate by program staff, HOST executive management or its designee.
2. Minor modifications to the services provided by the Contractor or changes to each line-item budget equal to or less than a ten percent (10%) threshold, which do not increase the total funding to the Contractor, will require notification to HOST program staff and upon approval may be submitted with the next monthly draw. Minor modifications to the services provided by Contractor, or changes to each line-item budget in excess of the ten percent (10%) threshold, which do not increase the total funding to Contractor, may be made only with prior written approval by HOST program staff. Such budget and service modifications will require submittal by Contractor of written justification and new budget



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documents. All other contract modifications will require an amendment to this Agreement executed in the same manner as the original Agreement.

3. The Contractor understands that any budget modification requests under this Agreement must be submitted to HOST no sooner than 30 days of contract agreement start date and prior to the last Quarter of the Contract Period, unless waived in writing by the HOST Director.
4. Budget modification requests are limited to two per each fiscal year of a contract agreement term budget modifications may be submitted per contract year. Exceptions to this limit may be made by the HOST Executive Director or their designee.

**C. Vouchering Requirements**

1. In order to meet Government requirements for current, auditable books at all times, it is required that all vouchers be submitted monthly to HOST in order to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.
2. No more than four (4) vouchers may be submitted per contract per month, without prior approval from HOST.
3. All vouchers for all Agreements must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout.
4. City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.
5. For contracts subject to Federal Agreements, only allowable costs determined in accordance with 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (the "OMB Omni Circular") applicable to the organization incurring the cost will be reimbursed.
6. The reimbursement request, or draw request, for personnel and non-personnel expenses should be submitted to the City on a monthly basis, no later than the 15<sup>th</sup> day of the following month for expenses incurred in the prior month. The request for reimbursement should include:
  - a. Amount of the request in total and by line item;
  - b. Period of services for current reimbursement;
  - c. Budget balance in total and by line item;



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- 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



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benefits that exceed the FICA match may be documented by 1) a breakdown of how the fringe benefit percentage was determined prior to first draw request; or 2) by submitting actual invoices for the fringe benefits. If medical insurance premiums are part of the estimates in item #1, one-time documentation of these costs will be required with the breakdown. Payroll taxes may be questioned if they appear to be higher than usual.

2. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. The cost of fringe benefits are allowable if they are provided under established written leave policies, the costs are equitably allocated to all funding sources, including HOST awards; and, the accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the vendor. HOST does not allow payments for unused leave when an employee retires or terminates employment.

**F. General Reimbursement Requirements**

1. Invoices: All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Contractor and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
2. Mileage: A detailed mileage log with destinations and starting and ending mileage must accompany mileage reimbursement. The total miles reimbursed and per mile rate must be stated. Documentation of mileage reimbursement to the respective employee must be included with the voucher request.
3. Cell Phone: If the monthly usage charge is exceeded in any month, an approval from the Executive Director or designee will be required.
4. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by HOST.





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5. Service Period and Closeout: All reimbursed expenses must be incurred during the time period within the contract. The final payment request must be received by HOST within thirty (30) days after the end of the service period stated in the contract.

**G. Program Income**

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

**H. Financial Management Systems**

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

1. Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal and/or city financial reporting requirements.
2. Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
3. Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be





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provided on all property and it must be assured that it is used solely for authorized purposes.

4. Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
5. For contracts subject to Federal Agreements, applicable OMB Omni Circular cost principles, agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
6. Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
7. For contracts subject to Federal Agreements, the Contractor shall maintain separate accountability for HOST funds as referenced in 2 C.F.R. 200.
8. The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
9. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
10. The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to Budgeting and Cost Allocation Plans, and Vouchering Process.

**I. Audit Requirements**

1. For Federal Agreements subject to 2 C.F.R. 200, a copy of the final audit report must be submitted to the HOST Financial Manager within the earliest of thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the period audited.
2. A management letter, if issued, shall be submitted to HOST along with the reporting package prepared in accordance with 2 C.F. R. 200. If the management letter is not received by the subrecipient at the same time as the Reporting



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Package, the Management Letter is also due to HOST within thirty (30) days after receipt of the Management Letter, or nine (9) months after the end of the audit period, whichever is earlier. If the Management Letter has matters related to HOST funding, the Contactor shall prepare and submit a Corrective Action Plan to HOST in accordance with 2 C.F.R. 200 for each applicable management letter matter.

3. All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **HOST Financial Services Team**.
4. The Contractor will be responsible for all Questioned and Disallowed Costs.
5. The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

**J. Procurement**

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

**K. Bonding**

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



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**L. Records Retention**

1. In addition to the records requirements contained in the Agreement, the Contractor (or subrecipient) must also retain for seven (7) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
2. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.

**M. Contract Close-Out**

1. All Contractors are responsible for completing required HOST contract close-out forms and submitting these forms to their appropriate HOST Contract Specialist within sixty (60) days after the Agreement end date, or sooner if required by HOST in writing.
2. Contract close out forms will be provided to the Contractor by HOST within thirty (30) days prior to end of contract.
3. HOST will close out the award when it determines that all applicable administrative actions and all required work of the contract have been completed. If Contractor fails to perform in accordance with this Agreement, HOST reserves the right to unilaterally close out a contract, "unilaterally close" means that no additional money may be expended against the contract.

**N. Collection of Amounts Due**

1. Any funds paid to a Contractor in excess of the amount to which the Contractor is determined to be entitled under the terms of the award constitute a debt to the Federal Government and the City, if not paid within a reasonable period after demand HOST may:
  - a. make an administrative offset against other requests for reimbursements;
  - b. withhold 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 Vouchering Process.

**IX. Budget**

### Contract Program Budget Summary

**Contractor Name:** The Colorado Coalition for the Homeless **City Contract #:** HOST 202366438-05/202054331-05  
**Project :** Activated Respite & Protective Action  
**Contract Term:** **From:** 3/1/2020 **To:** 6/30/2023  
**Program Year:**

Budget Category	Agency Total (All Funding Sources for Agency)	Coronavirus Relief Fund HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
				Amount	%	
Personnel: Job Title	Total	Amount	Subtotal	Amount	%	
<b>INTAKE/DISCHARGE MANAGER</b>	\$166,087	\$166,087	\$166,087	\$166,087	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. Position provides management and oversight to intake and discharge operations from AR and PA locations including supporting post-PA efforts to place participants in permanent housing following discharge.
<b>SHELTER SUPPORT SUPERVISOR</b>	\$222,738	\$222,738	\$222,738	\$222,738	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. Support position to shelter operations staff for AR and PA locations including general client support and supporting post-PA efforts to place participants in permanent housing following discharge.
<b>NURSE MANAGER</b>	\$276,304	\$276,304	\$276,304	\$276,304	100.00%	Part-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. Position provides supervision, oversight and guidance for staff providing nursing support to individuals requiring direct clinical care and care coordination in the AR/PA programs. Position also provides direct clinical care as needed.
<b>PROGRAM DIRECTOR</b>	\$175,161	\$175,161	\$175,161	\$175,161	100.00%	Part-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. Position providing senior management level oversight of all AR and PA operations.
<b>REFERRAL COORDINATOR/ADMIN SUPPORT</b>	\$170,220	\$170,220	\$170,220	\$170,220	100.00%	Position no longer staffed in current model. No additional funds request.
<b>LOGISTICS SUPPORT &amp; DELIVERY DRIVER</b>	\$96,094	\$96,094	\$96,094	\$96,094	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. Position provides transport of clients and supplies between Park Avenue Inn AR/PA and AR referral partners. Position also supports transports related to client moves following site closure and other client related transport as needed.

Budget Category	Agency Total (All Funding Sources for Agency)	Coronavirus Relief Fund HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
<b>LOGISTICS /SUPPLY MANAGEMENT COORDINATOR</b>	\$169,260	\$169,260	\$169,260	\$169,260	100.00%	Part-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. Position provides oversight and coordination of logistics and supply management activities to support the successful operation of the Park Avenue Inn AR/PA site.
<b>INTAKE/DISCHARGE COORDINATOR</b>	\$590,092	\$590,092	\$590,092	\$590,092	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. Position directly provide intake and discharge operations for AR and PA programs including supporting efforts to place participants in permanent housing following discharge.
<b>SHELTER SUPPORT STAFF</b>	\$1,404,277	\$1,404,277	\$1,404,277	\$1,404,277	100.00%	Up to 3 full-time 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. Positions providing front line shelter operations for AR and PA locations including general client support and supporting post-PA efforts to place participants in permanent housing following discharge.
<b>MEDICAL ASSISTANT</b>	\$794,895	\$794,895	\$794,895	\$794,895	100.00%	Up to 3 full-time 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. Positions provides direct clinical care and care coordination in close collaboration with RNs and primary care medical providers.
<b>REGISTERED NURSE</b>	\$959,261	\$959,261	\$959,261	\$959,261	100.00%	Up to 2 full-time 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. Positions providing nursing support to individuals requiring direct clinical care and care coordination, primarily in AR.
<b>BEHAVIORAL HEALTH PROVIDER</b>	\$191,896	\$191,896	\$191,896	\$191,896	100.00%	No additional funds request.
<b>PRIMARY CARE MEDICAL PROVIDER</b>	\$375,257	\$375,257	\$375,257	\$375,257	100.00%	No additional funds requested. CCH will fund salary of any required Primary Care Medical Provider staffing.
Front Desk	\$1,467	\$1,467	\$1,467	\$1,467	100.00%	No additional funds requested.
<b>Total Salary:</b>	<b>\$5,593,009</b>	<b>\$5,593,009</b>	<b>\$5,593,009</b>	<b>\$5,593,009</b>	100.00%	
<b>Fringe Benefits</b>	<b>\$1,092,568</b>	<b>\$1,092,568</b>	\$1,092,568	\$1,092,568	100.00%	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please see section Financial Administration E. Fringe Benefits.
<b>Total Salary and Fringe Benefits:</b>	<b>\$6,685,577</b>	<b>\$6,685,577</b>	<b>\$6,685,577</b>	<b>\$6,685,577</b>	100.00%	
<b>Other Direct Costs</b>	Total	Amount	Subtotal	Amount	%	
<b>Western Motor Inn (Motel 1)</b>	\$2,028,334	\$2,028,334	\$2,028,334	\$2,028,334	100.00%	
<b>LA QUINTA/PARK AVE MASTER LEASE (MOTEL 2)</b>	\$5,227,000	\$5,227,000	\$5,227,000	\$5,227,000	100.00%	Additional funds requested to pay actual master lease costs for Park Avenue Inn until June 30, 2023.

Budget Category	Agency Total (All Funding Sources for Agency)	Coronavirus Relief Fund HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
<b>ZUNI HOTELS - MASTER LEASE INCLUDE QUALITY INN AND ROADEWAY INN (MOTEL 3)</b>	\$10,949,820	\$10,949,820	\$10,949,820	\$10,949,820	100.00%	Site closed. Reduction in funds due to excess funds remaining in line item after site closure.
<b>MOTEL 4 MASTER LEASE COMFORT INN (MOTEL 4)</b>	\$7,747,320	\$7,747,320	\$7,747,320	\$7,747,320	100.00%	Site closed. Reduction in funds due to excess funds remaining in line item after site closure.
<b>SECURITY EXPENSES</b>	\$1,863,856	\$1,863,856	\$1,863,856	\$1,863,856	100.00%	Security contractor costs to maintain security presence at Park Avenue Inn until June 30, 2023.
<b>Program Expenses &amp; Supplies</b>	\$171,105	\$171,105	\$171,105	\$171,105	100.00%	No additional funds requested. Program-related expenses and supplies that are not given directly to a client. Include full-time staff cell phone plans, cleaning supplies, disinfectant, toilet paper, soap and PPE.
<b>Client Support</b>	\$122,486	\$122,486	\$122,486	\$122,486	100.00%	Items provided to clients includes clothing, toiletries, personal hygiene, medications and transportation (public transportation and/or shared ride services). Shared ride services may be used in emergencies or when public transportation is not available.
<b>Professional Services</b>	\$3,907,865	\$3,907,865	\$3,907,865	\$3,907,865	100.00%	Program-related expenses for services that require specialized or advanced knowledge. Professional services include janitorial services, biohazard remediation and pest control.
<b>REPAIRS &amp; REPLACEMENT</b>	\$190,148	\$190,148	\$190,148	\$190,148	100.00%	Funds to pay for unexpected repair and replacement of AR and PA sites for population served under this scope of work.
<b>TRANSPORTATION</b>	\$16,750	\$16,750	\$16,750	\$16,750	100.00%	No additional funds requested.
<b>LIABILITY INSURANCE</b>	\$402,121	\$402,121	\$402,121	\$402,121	100.00%	No additional funds requested.
<b>Total Other Direct Costs</b>	<b>\$32,626,805</b>	<b>\$32,626,805</b>	<b>\$32,626,805</b>	<b>\$32,626,805</b>	<b>100.00%</b>	
<b>Total Salaries, Fringe and Other Direct Costs</b>	<b>\$39,312,382</b>	<b>\$39,312,382</b>	<b>\$39,312,382</b>	<b>\$39,312,382</b>	<b>100.00%</b>	
<b>Indirect Costs</b>						
<b>CONTINGENCY</b>	\$1,426,314	\$1,426,314	\$1,426,314	\$1,426,314		Expenses for additional hotels, program duration, staffing, repairs and security by approval of HOST Executive Director or designee \$1,426,314.00
<b>Indirect Costs</b>	\$1,019,437	\$1,019,437	\$1,019,437	\$1,019,437	100.00%	Indirect calculated at 16.8% of Salaries & Fringe Benefits for 2023 Amendment Period
<b>Grand Total</b>	<b>\$41,758,133</b>	<b>\$41,758,133</b>	<b>\$41,758,133</b>	<b>\$41,758,133</b>	<b>100.00%</b>	