

FOURTH AMENDATORY AGREEMENT

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

RECITALS:

A. The Parties entered into Agreement dated August 25, 2020, a First Amendatory Agreement dated April 21, 2021, a Second Amendatory Agreement dated September 15, 2021, a Third Amendatory Agreement dated September 19, 2022 (collectively, the “Agreement”) to provide 24-Hour Shelter Operations and Services Support for Activated Respite, Protective Action, and Enhanced Shelter Non-Congregate hotel and motel rooms (“Hotel/Motel Sites”) for people experiencing homelessness within Denver City and County in order to limit the spread of COVID-19 in shelter settings.

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

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

1. All references to “...Exhibit A, A-1, A-3 and A-4...” in the Agreement shall be amended to read: “...Exhibit A, A-1, A-3 and A-4...” as applicable. The scope of work marked as **Exhibit A-4** attached to this Fourth 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 April 11, 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 Twenty-

Seven Million Nine Hundred Six Thousand One Hundred Thirty One Dollars (\$27,906,131.00.00) (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, A-1, A-3 and A-4**. Any services performed beyond those in **Exhibit A, A-1, A-3 and A-4** 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 Fourth Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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

Contract Control Number: HOST-202366562-04/HOST-202054457-04
Contractor Name: THE SALVATION ARMY

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

HOST-202366562-04/HOST-202054457-04
THE SALVATION ARMY

By:  _____

Name: Richard Pease
(please print)

Title: Divisional Secretary for Business
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



DENVER
HOUSING STABILITY

THE SALVATION ARMY
SCOPE OF WORK
HOST 202366562-04

I. PURPOSE OF AGREEMENT: The purpose of the contract is to establish an agreement and Scope of Work between the City and County of Denver (the “City” or “Host”) and The Salvation Army (“TSA” or the “Contractor”) to provide 24-Hour Shelter Operations and Services Support for Activated Respite, Protective Action, and Enhanced Shelter Non-Congregate hotel and motel rooms (“Hotel/Motel Sites”) for people experiencing homelessness within Denver City and County in order to limit the spread of COVID-19 in shelter settings. This amendment will extend the contract term to June 30, 2023 and add funding in amount of \$2,100,594.00 for total contract amount of \$27,906,131.00 through HOST.

II. SERVICES

A. **General Statement of Work:** The Contractor shall complete the work as described in this Agreement and in accordance with the provisions of this **Exhibit A-4** and any attachments hereto. Payments to the Contractor are limited to the unpaid, obligated balance of the Agreement funds, and the Agreement maximum amount shall be equal to the total maximum amount of all budget line items contained within this exhibit and its attachments. The City has elected to authorize several distinct services, with separate requirements and service dates, by incorporating attachments outlining individual, divisible scopes of services and budget line items. The City, at its sole discretion, may terminate this Agreement or any of the services contained within this **Exhibit A-4** or its attachments, in whole or in part, in accordance with the terms of this Agreement. Regardless of the date of any deliverable or service date, this Agreement shall terminate upon the date that this Agreement, or its specific services, expires or is terminated for any reason, unless the City directs otherwise in writing. Any term or condition contained within the main body of this **Exhibit A-4** shall apply to all services and deliverables contained within this Agreement, and specific terms and conditions within an attachment to this **Exhibit A-4** shall only apply to those specific services contained therein unless stated otherwise. The City shall have no liability to compensate the Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement, its exhibits, or its attachments.

**THE SALVATION ARMY**
SCOPE OF WORK
HOST 202366562-04

- B. **Facility Closures:** 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. If the City determines that the full range of services outlined in this Agreement are no longer necessary, the City may, in whole or in part, terminate or suspend all services and deliverables stated within this **Exhibit A-4** and its attachments. All decisions concerning the use of and services to any specific property shall be communicated in writing.
- C. **Meal Preparation:** The Contractor will prepare and provide three meals a day for guests at hotel/motel sites that are part of the City's Activated Respite (AR), Protective Action (PA), and Enhanced Non-Congregate Shelter Sites.
1. Meals will consist of:
 - a. Continental Breakfast
 - b. Sack Lunch
 - c. Hot Dinner
 2. Additional meal preparation services under this scope of work include:
 - a. Ensure that meals are prepared and ready for delivery at the times agreed upon with agencies,
 - b. Ensure all meals are prepared in accordance with ServeSafe guidelines and all Public Health requirements for food safety,
 - c. Provide all utensils and serving supplies,
 - d. Prepare the accurate number of meals indicated by AR/PA and Enhanced Shelter partner agencies. Number of meals will be based on occupancy plus 10 meals
 3. **Aloft Meals:** Contractor acknowledges that a third-party entity is required to prepare meals at the Aloft. Therefore, the contractor is responsible for communicating the daily occupancy with an allowance of 10 extra meals up to 121 meals, to the that entity. That entity is responsible for placing orders with the catering company. The contractor is also responsible for overseeing delivery of the meals provided by the catering company. Contractor must keep accurate records of the daily meals requested and delivered at the Aloft and must be able to produce those records to the City upon request. Notwithstanding the language in this paragraph, Contractor acknowledges that it is responsible to ensure that the third-party entity's requested meals comply with Section 2 above and notify the City immediately if the provided meals are not in compliance.


III. Activated Respite and Protective Action (07/01/2021-6/30/2023)

- A. This funding will assist guests through the provision of milieu, logistical, and operational services. The Parties' respective performances under this attachment shall commence on the July 1, 2021 and shall expire on June 30, 2023, unless sooner terminated or further extended in accordance with the terms of this Agreement. The periods of service for the individual sites are specified below:
1. **July 1, 2021 – June 30, 2023**
 - a. Park Avenue (formerly La Quinta) (3500 Park Ave W, Denver, CO, 80216)
 - b. Aloft Denver Downtown (800 15th St, Denver, CO 80202)
- B. All services and deliverables within this attachment shall be performed in accordance with all applicable terms and conditions and as herein stipulated and agreed. The total compensation attributed to this attachment constitutes full and complete consideration, payment, and satisfaction to the Contractor for the services and deliverables within this attachment, and the Contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further monies, extensions of time, or other consideration. The obligations and requirements of this exhibit and its attachments shall be deemed to be obligations and requirements of this Agreement. All terminology used in this attachment shall be interpreted in accordance with the Agreement unless specifically defined differently in this attachment.
- C. Service delivery will include:
1. Monitoring and oversight all operations at the hotels/motels; provide problem solving, trouble shooting, program organization and leadership; be the go-to organization on site for internal and external partners.
 2. Reinforce expectations, provide conflict resolution and accountability for guests using a trauma-informed approach.
 3. Daily wellness checks and response per protocol to any reported or observed emergency needs.
 4. Deliver three meals a day to the sites, meeting all Public Health requirements for food safety and handling.
 5. Ensure onsite coordination and delivery of meals/snacks to guests on site in accordance with schedule.
- D. Coordinate and communicate with The Salvation Army, City and County of Denver, Denver Public Health and Environment, Colorado Coalition for the Homeless, and other partners to ensure smooth operations.



- E. Initiate and respond to ongoing communication with City of Denver point of contact, hotel/motel staff, Colorado Coalition for the Homeless and related agencies to coordinate services, program entry and exits, and serve as a liaison to referral services not offered by on-site partners.
- F. Provide supportive, transitional services to clients who are or will soon be transitioning to housing, whether that be a traditional transitional program or another permanent housing solution. These services would include life skills, financial health, employment search and support, tenant and landlord rights and responsibilities.
- H. The contractor shall provide Homeless Management Information System (HMIS) program intake and enrollment services for all guests. The contractor will record all meals provided in HMIS. The contractor will keep a log detailing the following for guests who are unwilling to use HMIS:
 - 1. Full name of the guest receiving an Activated Respite or Protective Action Unit
 - 2. Date that that the unit was provided
 - 3. Record of all meals provided to guest
 - 4. Three meals a day are provided by the Contractor and must meet all Public Health requirements for food safety

IV. RESPONSIBILITIES OF THE PARTIES

- A. Responsibilities of the Contractor.
 - 1. Ensure all actions and interventions are carried out in a trauma informed and person-centered way.
 - 2. Ensure the rules of the shelter or hotel/motel are followed by communicating the shelter rules to individuals by providing signage that displays the shelter, hotel, and motel rules. Signage must be displayed inside the shelter, hotel and motels in locations that are easily seen by shelter guests.
 - 3. Ensure that all Americans with Disabilities Act accessibility guidelines are followed as defined in the contract agreement.



THE SALVATION ARMY
SCOPE OF WORK
HOST 202366562-04

4. Strategically intervene with any person from the shelter/hotel that does not follow the shelter/hotel rules. This may include discharge from the shelter/hotel for any behavior which is considered by the Contractor staff to be disruptive. Reasons for discharge from the shelter might be but are not limited to verbal abuse, theft, sexual misconduct, and/or physical violence.
 5. Provide physical storage space to be used by the overnight guests that are part of the overnight shelter system.
 6. Report critical incidents to the HOST Program Administrator specified by City and County of Denver. Examples of critical incidents include violence/assaults, permanent restrictions of services, death on site, vandalism of provider or neighborhood property, significant facility issues that impedes provision of service, etc.
- B. Responsibilities of City and County of Denver at Activated Respite and Protective Action Hotels/Motels.**
1. Contracting room cleaning upon guest exit from facility and sanitation of facility if required by hotel/motel.
 2. Contracting bio-hazard services at each hotel/motel location.
 3. Managing hotel/motel leases and contracts or partnering with other city contractors that may hold lease agreements for specific sites.
 4. Coverage of any property or damage incurred by hotel/motel guests.
 5. Contracting adequate security at each hotel/motel location.
 6. Provide the name of a HOST Program Administrator from the city who will serve as a liaison for concerns or questions that the contractor may have. The responsibilities of the liaison include but are not limited to:
 - a. Serve as the connection between the City and County of Denver, resource providers and the contractor.
 - b. Coordinate with city agencies or outside partners providing transport services for food to hotel/motel sites.
 - c. Inform the contractor, outreach teams, the DPD and partners and providers about when shelters will be operational.
 7. As appropriate, provide laundry facilities (machines where blankets and towels will be laundered).


V. 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.

VI. PROCESS AND OUTCOMES MEASURES
A. Shelter utilization & length of stay

1. Nightly occupancy (benchmark equals program capacity)
 - a. Data source: HMIS
 - b. Measure: number of households in each shelter program nightly compared to totalshelter capacity (in households).
2. Unique households served
 - a. Data source: HMIS
 - b. Measure: number of unique households served in each shelter program over thereporting period
3. Average length of stay (benchmark is 60 days or less for rapid entry programs andprograms serving under 60 people per night))
 - a. Data source: HMIS
 - b. Measure: average and median number of nights of shelter used per householdover the reporting period

B. Housing Attainment

1. For single adults:
 - a. Data source: HMIS



- b. Measure: Number and percent of exiting households by destination at exit. Destinations at exit will be grouped into permanent housing, other stable housing outcomes, and outcomes to other locations (e.g., nightly shelter, street, jail, or unknown destinations).

C. Household Characteristics

1. Households served:
 - a. Data source: HMIS
 - b. Measures:
 - i. Number of households served each reporting period and duplicated count of households served to date
2. Number of households that exited the program within the reporting period and year to date Household characteristics:
 - a. Data source: HMIS
 - b. Measures:
 - ii. Number and percent of heads of household by race, ethnicity, and income level at entry (if reported in HMIS for program type)
3. Data quality
 - a. Collect an HMIS Data Quality Report on the program for each reporting period.
 - b. Data source: HMIS
4. Program narrative reports
 - a. For each reporting period, the contractor will provide a narrative update on program successes and challenges.

VII. PERFORMANCE MANAGEMENT AND REPORTING

- A. Performance Management
- B. 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.



**THE SALVATION ARMY
SCOPE OF WORK
HOST 202366562-04**

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.

VIII. REPORTING

- A. The following reports shall be developed and delivered to the City and County of Denver as stated in this section.

| Report Name | Description | Frequency | Report sent to: |
|-------------------------|---|---|------------------------|
| Nightly report | Report shall consist of nightly shelter guests being reported into the HMIS system. Within 24 hours, the number of guests must be reported each day. | Nightly | HMIS |
| Quarterly Report | Report shall demonstrate achievement of Outcome measures in Section 4 above. Reports must include utilization of beds/mats available each night and the number of recorded incidents of physical harm, if any, involving a guest. | Quarterly | Salesforce |
| Contract Summary Report | Report shall demonstrate all functions performed, and how services provided met the overall goals of this agreement. | Contract End, within 30 days after Term End | Program Officer |


IX. FINANCIAL ADMINISTRATION
A. Compensation and Methods of Payment

1. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
2. The method of payment to the Contractor by HOST shall be in accordance with established HOST procedures for line-item reimbursements. Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Vouchers should be submitted within thirty (30) days of the actual service, expenditure, or payment of expense.
3. The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget
4. Invoices and reports shall be completed and submitted on or before the 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.
1. Budget Modifications to the services provided by Contractor, or changes to each line-item budget in excess of the ten percent (10%) or \$10,000 threshold, which do not increase the total funding to Contractor, are considered a Budget Modification. Such budget modifications will require submittal of written justification and new budget documents by the Contractor. These budget documents will require approval by HOST program and contracting staff. All other contract modifications will require an amendment to this Agreement executed in the same manner as the original Agreement.
3. The Contractor understands that any budget modification requests under this Agreement must be submitted to HOST no sooner than 30 days after the contract Agreement start date and prior to the last Quarter of the fiscal period, unless waived in writing by the HOST Director or their designee.
2. 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.

**THE SALVATION ARMY**
SCOPE OF WORK
HOST 202366562-04**A. Invoicing Requirements**

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

B. 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



DENVER
HOUSING STABILITY

THE SALVATION ARMY
SCOPE OF WORK
HOST 202366562-04

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.

C. Fringe Benefits

1. Fringe benefits paid by the employer can be requested by applying the FICA match of 7.65 percent to the gross salary -less pre-tax deductions, if applicable, paid under this contract. Fringe benefits may also include medical plans, retirement plans, worker's compensation, and unemployment insurance. Fringe benefits that exceed the FICA match may be documented by 1) a breakdown of how the fringe benefit percentage was determined prior to first draw request; or 2) by submitting actual invoices for the fringe benefits. If medical insurance premiums are part of the estimates in item #1, one-time documentation of these costs will be required with the breakdown. Payroll taxes may be questioned if they appear to be higher than usual.
2. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick, or military), employee insurance, pensions, and unemployment benefit plans. The cost of fringe benefits is allowable if they are provided under established written leave policies, the costs are equitably allocated to all funding sources, including HOST awards; and, the accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the vendor. HOST does not allow payments for unused leave when an employee retires or terminates employment.

D. 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



DENVER
HOUSING STABILITY

THE SALVATION ARMY
SCOPE OF WORK
HOST 202366562-04

approved indirect cost allocation plan. The approved indirect cost rate must be submitted to HOST and reflected in the contract budget.

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.

E. 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 INVOICE 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).

F. 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.



THE SALVATION ARMY
SCOPE OF WORK
HOST 202366562-04

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.

G. 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.

H. 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 Federal Audit Clearinghouse within thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the period audited.
2. All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **HOST Financial Services Team**.
3. The Contractor will be responsible for all Disallowed Costs.
4. 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

**THE SALVATION ARMY**
SCOPE OF WORK
HOST 202366562-04

Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

I. 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.

J. 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.

K. 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.

L. 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.



DENVER
HOUSING STABILITY

THE SALVATION ARMY
SCOPE OF WORK
HOST 202366562-04

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



**THE SALVATION ARMY
SCOPE OF WORK
HOST 202366562-04**

X. Budget

| | | |
|---|--|---|
| Contractor | The Salvation Army | |
| Project | Activated Respite and Protective Action | |
| Fiscal Term Dates | 1/1/2023-6/30/2023 | |
| Salaries & Fringe Benefits | Amounts | Narratives |
| Manager & Director | \$99,082.00 | Multiple 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. |
| Manager & Director Fringe Benefits | \$32,774.00 | Portion of salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. |
| Hotel Site Operations Salaries | \$807,446.00 | Multiple staff salaries for hotel coverage 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. |
| Hotel Site Operations Fringe Benefits | \$266,456.00 | Multiple hotel fringe benefits will be reimbursed at cost for work on this contract. |
| Meal Service Drivers Salaries | \$42,320.00 | 2 Full-time drivers' wages will be reimbursed at cost for work on this contract. May reduce to part time based on need. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. |
| Meal Service Drivers' Fringe Benefits | \$13,965.00 | Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost. |
| Total Salaries & Fringe Benefits | \$1,262,043.00 | |
| OTHER DIRECT COSTS | | |
| Meal Service for Clients | \$373,737.00 | \$18.50 per day per person with an option of an extra 10 slots (B, L, D) above occupancy per site as needed/requested. Total daily number budgeted: 111. 1 HOTEL: Park Avenue/LaQuinta. |
| Program Supplies | \$36,000.00 | Program/Project-related supplies and/or directly related to program function. Includes client snacks, client furnishings and sanitation/janitorial supplies. |
| Staff training | \$2,000.00 | CPI and/or First Aid staff training |
| Total Other Direct | \$411,737.00 | |
| Total All Direct Costs | \$1,673,780.00 | Includes Salaries, Fringe Benefits and Other Direct All Sites. |
| Indirect Costs | \$426,814.00 | 25.5% Federally Approved Indirect Cost Rate |
| Total All Costs | \$2,100,594.00 | |