

FIRST AMENDATORY AGREEMENT

THIS FIRST AMENDATORY AGREEMENT (the “Amendment”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **VIVENT HEALTH, INC.**, a Wisconsin nonstock corporation, with an address of 648 N Plankinton Ave, Milwaukee, Wisconsin 53203 (the “Contractor”), collectively the “Parties” and each individually a “Party.”

RECITALS:

A. The Parties entered into an Agreement on March 2, 2021 for the City to provide funding to the Contractor for the Contractor to provide Short Term Rent, Mortgage, and Utility Assistance and Supportive Services to low-income families affected by HIV/AIDS (the “Agreement”); and

B. The Agreement expired on by its terms on December 31, 2021, and rather than enter into a new agreement, the Parties desire to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

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

1. Effective upon execution, all references to “Exhibit A” in the Agreement shall be amended to read “Exhibit A or A-1, as applicable.” Exhibit A-1 is attached to this Amendment and will control from and after January 1, 2022.

2. Section 2 of the Agreement entitled “**TIME OF PERFORMANCE**” is amended to read as follows:

“The Agreement shall begin on January 1, 2021 and end on December 31, 2022, unless such time extended by written agreement of the Parties, execute in the same manner as this Agreement.”

3. Subsection 3.E.(1) of the Agreement entitled “**Maximum Contract Amount**” is amended to read as follows:

“Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Eight Hundred

Nineteen Thousand Seven Hundred Fifty-Nine Dollars and NO/100 (\$819,759.00) (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 Contractor beyond that specifically described in **Exhibit A or A-1**, as applicable. Any services performed beyond those in **Exhibit A or A-1**, as applicable, are performed at Contractor’s risk and without authorization under the Agreement.”

4. Section 5, entitled “**NO DISCRIMINATION IN EMPLOYMENT**”, is amended to read as follows:

“In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

5. The heading for Section 26 is amended to read “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**.” Section 26 is amended to read as follows:

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

B. The Contractor certifies that:

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

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

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

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing

its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

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

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

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

6. Except as herein amended, the Agreement continues in effect, and is affirmed and ratified in each and every particular.

7. This Amendment 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.

[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

Contract Control Number: HOST-202161599-01/HOST 202157518-01
Contractor Name: Vivent Health, Inc.

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

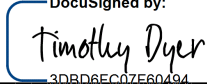
By:

By:

By:

Contract Control Number:
Contractor Name:

HOST-202161599-01/HOST 202157518-01
Vivent Health, Inc.

By:  _____
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Name: Timothy Dyer
(please print)

Title: Executive VP & CFO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

SCOPE OF WORK

DEPARTMENT OF HOUSING STABILITY

Vivent Health, Inc.

HOST-202161599-01

I. INTRODUCTION

Period of Performance Start and End Dates: January 1, 2022- December 31, 2022

Project Description:

The purpose of this contract agreement is to provide a Department of Housing Stability (HOST) subaward for \$468,303.00. These funds will be provided to Vivent Health, Inc. (Vivent) to be utilized for salaries, operating and direct program expenses to provide Short Term Rent Mortgage Utility Assistance (STRMU) and Supportive Services including housing navigation. This subaward is not for Research and Development.

Funding Source:	HOPWA
Project Name:	Vivent Health, Inc., HOPWA
Activity Name:	HOPWA Supportive Services and STRMU
Federal Award ID (FAIN) #:	COH21-F001
Federal Award Date:	July 2021
Federal Awarding Agency:	U.S. Housing and Urban Development (HUD)
Pass-Through Entity	City and County of Denver
Awarding Official:	U.S. Housing and Urban Development (HUD) Community Planning and Development Region VIII 1670 Broadway Street Denver CO 80202-4801
DUNS#:	170017396
CFDA#:	14.241 HOPWA
Contractor Address:	648 North Plankinton Avenue, Milwaukee, WI 53203
Organization Type:	Nonprofit

II. SERVICES DESCRIPTION

- A. Description of Activity:** The participant population to be served consists of low-income people living with HIV/AIDS who need assistance with maintaining long-term, stable, permanent housing. Assistance may be provided after review of the participant's eligibility and other requirements according to the Program Requirements and Responsibilities outlined below.
- B. Short Term Rent Mortgage Utility Assistance (STRMU):** The STRMU Program will provide housing assistance to eligible households for up to \$2,000 or 21 weeks (continuous or non-continuous) of assistance, whichever is higher, in a 52-week period. This program is designed to prevent homelessness by assisting to retain long-term, stable, permanent housing options for households that might otherwise lose their housing. The 52-week period for this program aligns with the calendar year. This program provides STRMU in the form of eviction/foreclosure prevention. STRMU assistance is designed to prevent homelessness of individuals and families by helping them remain in their own dwellings and increasing their access to supportive services. VIVENT will coordinate with any other agencies providing HOPWA STRMU in Metro Denver by using patients' Unique Record Number (URN) to mitigate "double-dipping".
- C. Supportive Services:** Collaboration with other case management services will be offered through Vivent Health and our partners such as housing navigation, referrals to healthcare, support around adherence to healthcare and treatment, referrals to mental health and substance abuse counseling, referrals to support groups and psycho-educational workshops, housing resources and referrals, and vocational assistance. Support services at Vivent Health will be conducted by our Housing Specialist along with our integrated team of medical case managers and nursing personnel providing care and case management to clients.
- B. Program Requirements and Responsibilities (2 CFR 200.331(a)(2) and Verification of Eligibility (as defined in 24 CFR 574.3):**
Empowerment will provide supportive services including housing case management to eligible individuals and their families. Empowerment housing case managers and housing staff are responsible for determining participant eligibility (as defined in 24 CFR 574.3) and will maintain participant supportive services records in participant files that contain all the information needed to determine eligibility, income, housing referrals and supportive service activities, including information on the following:
1. **Verification of HIV/AIDS:** Case managers will obtain and keep in the client file written documentation of a verifiable diagnosis of AIDS (Acquired Immune Deficiency Syndrome) or a test that is seropositive for HIV (Human Immunodeficiency Virus) signed by a physician, certified health care worker, or HIV testing site representative; a Social Security Administration record indicating the nature of a disability determination; or other relevant federal program records verifying HIV status.

2. Verification of Need: HOPWA is a “needs based” program; therefore, participants must demonstrate the level of benefits needed through verifiable documentation. Case managers will complete a budget with the participant or update an existing budget as necessary. Budgets should not be more than one-year old. Any change in income will require recalculation of participant assistance.
3. Verification of Income: Total household income must be at or below 80% of the Area Median Income (AMI), as defined at 24 CFR 574.3. Annual income shall be determined as defined in 24 CFR 5.609, commonly known as “Part 5 Annual Income”. Case managers shall obtain third party verification or documentation of expected income, assets, unusual medical expenses, and any other pertinent information. Case managers will keep in the client file written documentation regarding household size, income, and calculations used to determine income eligibility. The participant household income is determined to include persons living with one or more eligible persons who are determined to be important to their care or well-being. The current HUD annual median income limits, adjusted by household size, can be found here: <http://www.huduser.org/portal/datasets/il.html>
4. Verification of Tenancy: For all participants assisted with successful housing placement/retention, case managers will obtain verification of tenancy. Satisfactory evidence of tenancy includes the lease that identifies the participant/family as the named tenant under the lease. Satisfactory evidence of ownership of a home includes, a) a deed accompanied by a mortgage or deed of trust; b) a mortgage or deed of trust default/late payment notice which identifies the participant/family as the property owner/debtor; and c) a title insurance policy identifying the participant/family as the property owner/debtor.
5. Supportive Services: Case managers will ensure supportive services are documented in participant files and may include helping to provide and/or advocating for access to needed services and providing emotional support and counseling to the participant, and to each participant’s extended support network. Files must document performance toward Specific Indicators outlined in Section VII.F. Indicators of this Exhibit A-1.
6. Confidentiality and Termination of Assistance
 - a. VIVENT shall establish written procedures and undertake staff training efforts to ensure confidentiality and physical security of information regarding individuals receiving HOPWA assistance, including names and addresses [per 24 CFR 574.440].
 - b. VIVENT shall only release or provide access to information on a client’s HIV/AIDS status or other related client eligibility documentation to qualified individuals who determine eligibility or provide support, or who oversee the provision of HOPWA assistance, in accordance with CPD Notice 06-07 [per 24 CFR 574.440].
 - c. VIVENT shall have a written policy for termination of assistance that meets the minimum due process requirements in 24 CFR 574.310(e)(2)(ii).

- C. **FAMILY MEMBERS:** Vivent Health will have a policy in place for surviving family members, in the event of the death of a HOPWA-eligible person. A reasonable grace period of continued assistance to surviving family members, not to exceed one year, measured from the date of death of the participant, must be established.
- D. **OUTCOME BASED FUNDING:** Vivent Health will use a tracking program which will track the extent to which program participants experience the benefits or changes intended.
- E. **CASE MANAGEMENT**
1. All participants must be case managed as evidenced by referrals and case manager summaries in the client files.
 2. Vivent Health case managers are responsible for determining that the individual meets eligibility criteria and will maintain participant financial assistance records.
 3. Case managers will determine eligibility of participants admitted to the program by obtaining signed applications that contain all the information needed to determine eligibility, income, and tenancy.
 4. It is the responsibility of all case managers to verify that the request for assistance is a legitimate emergency and that the participant meets the program criteria.
 5. Proof of hardship must be obtained for each request.
- F. **PAYMENT PROCESS**
1. Receive, review, and approve signed requests that contain all the information needed to determine eligibility and determine that the amount requested is allowed under established guidelines as noted in the participant eligibility above.
 2. Once approved, checks will be issued to the vendor and sent out (mailed/delivered) within three (3) business days after receiving the request. No checks are to be made out to the participant. Checks will be made out to individuals (vs. companies/utilities) only after the referring agency has verified that the individual is the owner of the property where the participant lives.
 3. Maintain financial emergency assistance records and notify the case managers if the request does not fit the established guidelines.
 4. Upon request, provide Vivent Health case managers and other case management agencies with monthly financial data summarizing the financial assistance provided to each participant to avoid disallowed assistance. (E.g., Permanent housing assistance offered to recipients of STRMU assistance within 30 days.)
 5. In all cases, rental assistance will be paid directly to the vendor providing the housing.
- G. **HOUSING OPTIONS:** All participants are encouraged and supported to be on appropriate housing wait lists and/or other subsidy lists as determined by a case manager or housing navigator.
- H. **CONFIDENTIALITY:** Vivent Health will agree to ensure the confidentiality of the name and any other information regarding individuals assisted under this grant. Information on the HIV/AIDS status of a participant is confidential and must be maintained in a manner that guarantees confidentiality, as required by law.

I. SHORT TERM RENT MORTGAGE UTILITY ASSISTANCE (STRMU):

1. The participant must provide evidence of tenancy. The participant must be a tenant on a valid lease for a property or be an owner of a mortgaged home in which they reside.
2. The STRMU Program will provide equal access of funds to rental and mortgage assistance to all participants regardless of where the participant receives primary case management or other support services.
3. The participant must demonstrate need in the form an eviction or foreclosure notice.
4. Assistance will not exceed 21 weeks within a 52-week period. Vivent Health will distribute funds in accordance to internal policy and in accordance with HUD policy as stated in CPD Notice 06-07.
5. Participants in subsidized housing are not eligible.
6. STRMU assistance is not intended to provide continuous or perpetual assistance. Assistance is intended to benefit participants who are not able to meet their monthly housing expenses due to unexpected situations. Alternative permanent housing must be considered if the present housing situation continues to be unstable.
7. The participant must be provided the opportunity for case management services from the appropriate social service agencies, if eligible [24 CFR 574.330].

J. Metropolitan Area: Vivent Health may provide assistance to individuals living within the Denver Eligible Metropolitan Statistical Area (EMSA), which includes, and is exclusive to Adams, Arapahoe, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Jefferson, and Park counties.

III. ROLES AND RESPOSIBILITIES 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

Funds will be used to provide HOPWA program services to eligible individuals and/or households within the Denver EMSA. Organization does not receive income from HOPWA services. Non-personnel costs are being funded.

VI. OBJECTIVE AND OUTCOMES

A. Process Measure:

1. **Accomplishment Code:** Unduplicated Households
2. **Benchmark:** Proposed Number of annual outcomes is **200** unique households of persons living with HIV/AIDS
 - a. Income Levels of people/family – At or below 80% Area Median Income
 - b. Race and Ethnicity
3. **Benchmark: STRMU:** 100 unique households receive eviction/foreclosure prevention assistance
4. **Benchmark: Housing Navigation and other Supportive Services:** 100 unique households will
 - a. 85% of participants will be engaged in medical care as demonstrated by a suppressed viral load.
 - b. 65% of participants will enroll in Section 8 lotteries and/or other affordable housing waiting lists.

VII. Reporting

A. Data collection is required and must be completed quarterly 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 30th day of the month following the end of the reporting period unless otherwise specified. Reports will contain information about the reporting period as selected below for this contract.
- C. The portal provides the Contractor with an online form in which to enter data for the reporting period. Supplemental forms and information may be required by HOST. The online portal and any supplemental requirements provide HOST with the quantitative and qualitative information necessary to determine Contractor's progress towards meeting the indicators contained in this Scope of Work. Submitted forms will be reviewed by the designated Program Officer for completeness, clarity and accuracy.
- D. Upon execution of this contract, HOST will provide a user guide for using the portal along with the required login information. Prior to the due date for the first required report, HOST shall provide training as needed or requested by the Contractor to support the online portal.
- E. Contractor may be required to submit a Contract Summary Report at the end of the contract period within 30 days after the Term End Date of this contract agreement.

F. INDICATORS

1. HOST Required

- a. Qualitative narrative report on program successes and challenges
- b. Participant success stories
- c. Money Leveraged (Funds by source)
- d. Number of Households served:
 - i. Households proposed to be served over contract term: 200
 - 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. Contractor must also complete the Consolidated Plan Annual Performance Report (CAPER).

VIII. Homeless Management Information System (HMIS)

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 Homeless Management Information System (HMIS)¹. HUD requires recipients and sub-recipients of McKinney-Vento Act funds to collect electronic data on their homeless clients through HMIS. Programs that receive funding through McKinney-Vento that produce an Annual Progress Report (APR) must also collect program level data elements. These programs include funding from HUD Continuum of Care (CoC), SHP (a.k.a. S+C), Section 8 Mod Rehab, Emergency Solutions Grant (ESG), and Housing Opportunities for Persons With AIDS (HOPWA), Projects for Assistance in Transition from Homelessness (PATH), Runaway Homeless Youth (RHY) and Veteran's Administration (VA).

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 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

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

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

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

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

⁴ <https://cohmis.zendesk.com>

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 modifications to the services provided by the Contractor or changes to each line item budget equal to or less than a ten percent (10%) threshold, which do not increase the total funding to the Contractor, will require notification to HOST program staff and upon approval may be submitted with the next monthly draw. Minor modifications to the services provided by Contractor, or changes to each line item budget in excess of the ten percent (10%) threshold, which do not increase the total funding to Contractor, may be made only with prior written approval by HOST program staff. Such budget and service modifications will require submittal by Contractor of written justification and new budget documents. All other contract modifications will require an amendment to this Agreement executed in the same manner as the original Agreement.
3. The Contractor understands that any budget modification requests under this Agreement must be submitted to HOST no sooner than 30 days of contract agreement start date and prior to the last Quarter of the Contract Period, unless waived in writing by the HOST Director.
4. Budget modification requests are limited to two per each fiscal year of a contract agreement term budget modifications may be submitted per contract year. Exceptions to this limit may be made by the HOST Executive Director or their designee.

C. Vouchering Requirements

1. In order to meet Government requirements for current, auditable books at all times, it is required that all vouchers be submitted monthly to HOST in order to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.

2. No more than four (4) vouchers may be submitted per contract per month, without prior approval from HOST.
3. All vouchers for all Agreements must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout.
4. City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.
5. For contracts subject to Federal Agreements, only allowable costs determined in accordance with 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (the “OMB Omni Circular”) applicable to the organization incurring the cost will be reimbursed.
6. The reimbursement request, or draw request, for personnel and non-personnel expenses should be submitted to the City on a monthly basis, no later than the 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 registers or payroll ledger from the accounting system will verify the amount of salary. Copies of paychecks are acceptable if they include the gross pay and deductions.

E. Fringe Benefits

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

F. General Reimbursement Requirements

1. Invoices: All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Contractor and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
2. Mileage: A detailed mileage log with destinations and starting and ending mileage must accompany mileage reimbursement. The total miles reimbursed and per mile rate must be stated. Documentation of mileage reimbursement to the respective employee must be included with the voucher request.

3. Cell Phone: If the monthly usage charge is exceeded in any month, an approval from the Executive Director or designee will be required.
4. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by HOST.
5. Service Period and Closeout: All reimbursed expenses must be incurred during the time period within the contract. The final payment request must be received by HOST within thirty (30) days after the end of the service period stated in the contract.

G. Program Income

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

H. Financial Management Systems

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

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

3. Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property and it must be assured that it is used solely for authorized purposes.
4. Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
5. For contracts subject to Federal Agreements, applicable OMB Omni Circular cost principles, agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
6. Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
7. For contracts subject to Federal Agreements, the Contractor shall maintain separate accountability for HOST funds as referenced in 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 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.

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.

X. Budget

Program Budget and Cost Allocation Plan Summary

Exhibit A-1

Contractor Name: Vivent Health, Inc HOST 202161599-01 (Parent 202157518-01)
 Project : HOPWA
 Contract Dates: 1/1/2022 to 12/31/2022
 Program Year: 2022

Budget Category	Agency Total (All Funding Sources for Agency)		General Fund HOST Funding 201100000		2B HOST Funding (If applicable) 201100000		Total Project Costs requested from HOST		Other Federal Funding		Other Non-Federal Funding		Agency Total		Budget Narrative
	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%		
Personnel: Job Title															
Housing Specialist	\$55,000	\$55,000	100.00%		0.00%	\$55,000	100.00%		0.00%		0.00%	\$55,000	100.00%		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. Description: Provides housing services, record keeping, database coordination, and program reporting.
Director of Social Services	\$84,623	\$4,231	5.00%		0.00%	\$4,231	5.00%		0.00%	\$77,139	91.16%	\$81,370	96.16%		Portion of salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Provides housing services, record keeping, database coordination, and program reporting.
Food Pantry Assistant	\$38,938	\$3,894	10.00%		0.00%	\$3,894	10.00%		0.00%	\$19,469	50.00%	\$23,363	60.00%		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. Please see section Financial Administration D. Payroll and E. Fringe Benefits.
Community Case Manager	\$153,618	\$15,362	10.00%		0.00%	\$15,362	10.00%		0.00%	\$138,256	90.00%	\$153,618	100.00%		Up to 3 Staff, portion of salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Provides housing services including intake, services planning, distribution of STRMU and access to additional services.
Clinic Case Manager	\$365,602	\$39,108	10.70%		0.00%	\$39,108	10.70%		0.00%	\$326,494	89.30%	\$365,602	100.00%		Up to 7 Staff, portion of salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Provides housing services including intake, services planning, distribution of STRMU and access to additional services.
Case Manager Supervisor	\$64,480	\$9,672	15.00%		0.00%	\$9,672	15.00%		0.00%	\$54,808	85.00%	\$64,480	100.00%		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. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Provides housing services including intake, services planning, distribution of STRMU and access to additional services.
Nurse	\$150,397	\$11,280	11.66%		0.00%	\$11,280	7.50%		0.00%	\$139,117	92.50%	\$150,397	100.00%		Up to 2 Staff, portion of salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Provides direct patient care and works with case managers and housing specialists on care coordination and follow-up with clients.
Total Salary:	\$912,658	\$138,547	15.18%	\$0	0.00%	\$138,547	15.18%	\$0	0.00%	\$755,283	82.76%	\$893,830	97.94%		
Fringe Benefits	\$301,177	\$45,720	15.18%	\$0	0.00%	\$45,720	15.18%	\$0	0.00%	\$255,457	84.82%	\$301,177	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.
Total Salary and Fringe Benefits:	\$1,213,835	\$184,267	15.18%	\$0	0.00%	\$184,267	15.18%	\$0	0.00%	\$1,010,740	83.27%	\$1,195,007	98.45%		
Other Direct Costs	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%		
STRMU	\$253,000	\$254,000	100.40%		0.00%	\$254,000	100.40%		0.00%		0.00%	\$254,000	100.40%		Short Term Rent Mortgage Utility (STRMU) Rental Assistance for 110 HOPWA clients
Total Other Direct Costs	\$254,000	\$254,000	100.00%	\$0	0.00%	\$254,000	100.00%	-	0.00%	\$0	0.00%	\$254,000	100.00%		
Total Salaries & Fringe and Other Direct Costs	1,467,835	438,267	29.86%	0.00%	0.00%	438,267	29.86%	0	0.00%	1,010,740.1	68.86%	1,449,007	98.72%		
Indirect Costs															
Indirect calculated on Salaries, Fringe and other Direct Costs	\$30,036	\$30,036	100.00%		0.00%	\$30,036	100.00%		0%		0.00%	\$30,036	100.00%		Indirect calculated at 6.58%
Total Indirects	30,036	30,036	100.00%	0	0.00%	30,036	100.00%	0	0%	0	0.00%	30,036	100%		
Total Project Cost (Direct + Indirect)	1,497,871	\$468,303	31.26%	0	0.00%	468,303	31.26%	0	0.00%	1,010,740	67.48%	1,479,043	98.74%		
Program Income (through funded activities)												\$0	0.00%		
Non-Project:	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%		
Personnel Costs:	0	-				\$0		\$0		\$0		\$0			
Non-Personnel Costs:						\$0		\$0		\$0		\$0			
Other (Specify):						\$0		\$0		\$0		\$0			
Total Non-Project Cost	\$0	\$0		\$0		\$0		\$0		\$0		\$0			
Grand Total	\$1,497,871	\$468,303	31%	\$0	0.00%	\$468,303	31.26%	\$0	0.00%	\$1,010,740	67.48%	\$1,479,043	98.74%		