

AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **THE SALVATION ARMY**, a California nonprofit corporation authorized to do business in Colorado, whose address is 30840 Hawthorne Blvd., Rancho Palos Verdes, California 90275 (the “Contractor”), individually a “Party” and jointly the “Parties.”

RECITALS

WHEREAS, the City awarded this Agreement to the Contractor as the result of a competitive selection to provide emergency shelter operations support and staffing (this “Agreement”).

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

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under this Agreement with the Executive Director (“Director”) of the Department of Housing Stability (“Agency” or “HOST”) or the Director’s designee.
2. **SERVICES TO BE PERFORMED**: As the City directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A**, Scope of Work, to the City’s satisfaction. The Contractor is ready, willing, and able to provide the services required by this Agreement. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in this Agreement and in accordance with the terms of this Agreement.
3. **UNDERLYING SUBLEASE AGREEMENT**: The Parties acknowledge that Contractor has access to the site at which activity performed under this Agreement will occur through a separate Sublease Agreement.
4. **TERM**: This Agreement will commence on **January 1, 2025**, and will expire, unless sooner terminated, on **December 31, 2025** (the “Term”). Subject to the City’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the City.
5. **COMPENSATION AND PAYMENT**
 - 5.1. **Budget**: The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred and paid under this Agreement payment not to exceed the line budget amounts set forth in **Exhibit A**.
 - 5.2. **Reimbursable Expenses**: There are no reimbursable expenses allowed under this Agreement. All the Contractor’s expenses are contained in the budget in **Exhibit A**. The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing services under this Agreement including but not limited to personnel, benefits, contract

labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.

- 5.3. Invoicing:** The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought as well as other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

5.4. Maximum Contract Amount

5.4.1. Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed **FOUR MILLION TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$4,200,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** or performed outside the Term are performed at the Contractor's risk and without authorization under this Agreement.

5.4.2. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5.4.3. If, as a result of any audit or program review relating to the performance of the Contractor under this Agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. In any event, the Contractor shall be responsible to indemnify and save harmless the City, its officers, agents, and employees, from and against all disallowed costs.

- 5.5. Budget Modifications:** Budget line items may only be modified in accordance with Budget Modification Policy No. 1703-495, as amended. Notwithstanding the preceding sentence, each modification to **Exhibit A** shall not take effect until approved in writing in accordance with Budget Modification Policy No. 1703-495, and any modification to **Exhibit A** that requires an increase in the Maximum Contract Amount shall be evidenced by a written amendment prepared and executed by both Parties in the same manner as this Agreement.

6. **REPORTS AND PERFORMANCE MONITORING:** The Contractor shall provide the City with the reports described in the Exhibits, if any, in such a format as may be designated by the City. The Contractor shall also comply with all contract closeout procedures directed by the City to be performed under this Agreement for final reimbursement, including but not limited to final review of payments, invoices, referrals, and required reporting documents, including close-out signature. The Contractor shall permit the City to monitor and review the Contractor's performance under this Agreement, provided that such monitoring and inspection shall be performed in a manner that will not unduly interfere with the Contractor's operations and the services to be provided under this Agreement.
7. **STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.
8. **TERMINATION**
 - 8.1. The City has the right to terminate this Agreement with cause upon written notice effective immediately, and without cause upon ten (10) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the City.
 - 8.2. Notwithstanding the preceding paragraph, the City may terminate this Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.
 - 8.3. Upon termination of this Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in this Agreement.
 - 8.4. If this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools, and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under this Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."
9. **EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this

Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. § 20-276.

10. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of this Agreement constitutes a waiver of any other breach.

11. INSURANCE

11.1. General Conditions: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of this Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices Section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices Section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- 11.2. Proof of Insurance:** The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- 11.3. Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.
- 11.4. Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability if required, the Contractor's insurer shall waive subrogation rights against the City.
- 11.5. Subcontractors and Subconsultants:** The Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 11.6. Workers' Compensation and Employer's Liability Insurance:** The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- 11.7. Commercial General Liability:** The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation, or misconduct.
- 11.8. Automobile Liability:** The Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.
- 11.9. Professional Liability (Errors & Omissions):** Contractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

12. DEFENSE AND INDEMNIFICATION

12.1. The Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

12.2. The Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. The Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

12.3. The Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City’s exclusive remedy.

12.4. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

12.5. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

13. COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to this Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

14. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City’s prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts, and obligations it incurs performing the services under this Agreement and shall not allow any lien, mortgage, judgment, or execution to be filed against City property.

15. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations,

under this Agreement without obtaining the City's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The City has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate this Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor, or assign.

- 16. INUREMENT:** The rights and obligations of the Parties to this Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of this Agreement.
- 17. NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.
- 18. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.
- 19. SEVERABILITY:** Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected if the intent of the Parties can be fulfilled.
- 20. CONFLICT OF INTEREST:** No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq.*, or the Charter §§ 1.2.8, 1.2.9, and 1.2.12. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.
- 21. NOTICES:** All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via

United States mail, postage prepaid, if to the Contractor at the address aforementioned and to the City at the addresses below:

Executive Director, Department of Housing Stability
201 W. Colfax Ave., 6th Floor
Denver, CO 80202.

With copy to:
Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

- 22. DISPUTES:** All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by § 56-106(b)-(f), D.R.M.C. For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.
- 23. GOVERNING LAW; VENUE:** This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).
- 24. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.
- 25. NO DISCRIMINATION IN PROGRAM ASSISTANCE:** In connection with the performance of work under this Agreement, the Contractor may not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of race, color, religion, national origin, ancestry, gender, age, military status, sexual

orientation, gender identity or gender expression, protective hairstyle, marital or domestic partner status, political beliefs or affiliation, familial or parental status—including pregnancy, medical condition, military service, genetic information, disability. The Contractor shall insert the foregoing provision in all subcontracts.

26. **FAITH BASED ORGANIZATIONS AND SECTARIAN ACTIVITIES:** The Contractor shall not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this Agreement.
27. **COMPLIANCE WITH ALL LAWS:** The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver. These laws, regulations, and other authorities are incorporated by reference herein to the extent that they are applicable and required by law to be so incorporated.
28. **COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.
29. **STATUTES, REGULATIONS, AND OTHER AUTHORITY:** Reference to any statute, rule, regulation, policy, executive order, or other authority means such authority as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effect, including rules and regulations promulgated thereunder, and reference to any section or other provision of any authority means that provision of such authority in effect and constituting the substantive amendment, modification, codification, replacement, or reenactment of such section or other provision, in each case except to the extent that this would increase or alter the Parties respective liabilities under this Agreement. It shall be the Contractor's responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement and to maintain its compliance therewith.
30. **LEGAL AUTHORITY:** The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of this Agreement. The City

shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing this Agreement to enter into this Agreement.

- 31. LICENSES, PERMITS, AND OTHER AUTHORIZATIONS:** The Contractor shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.
- 32. PROHIBITED TERMS:** Any term or condition that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; requires the City to obtain certain insurance coverage; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be *void ab initio*. Any agreement containing a prohibited term shall otherwise be enforceable as if it did not contain such term or condition, and all agreements entered into by the City, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.
- 33. DEBARMENT AND SUSPENSION:** The Contractor acknowledges that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Colorado. The Contractor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.
- 34. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any Party merely because any provisions of this Agreement were prepared by a particular Party.
- 35. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement controls.
- 36. INTELLECTUAL PROPERTY RIGHTS:** The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to

the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The Parties agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of the Contractor made available, directly or indirectly, by the Contractor to the City as part of the Scope of Services (collectively, “Contractor Materials”), are the exclusive property of the Contractor or the third parties from whom the Contractor has secured the rights to use such product. Contractor Materials, processes, methods, and services shall at all times remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual, and irrevocable license to use Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.

37. SURVIVAL OF CERTAIN PROVISIONS: The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

38. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of the Contractor’s advertising or public relations materials without first obtaining the written approval of the City. Any oral presentation or written materials related to services performed under this Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the City in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

39. CONFIDENTIAL INFORMATION:

39.1. “Confidential Information” means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a “Disclosing Party”) or permit the other Party (the “Receiving Party”) access to the Disclosing Party’s Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford

at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

39.2. The Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information (“Regulated Data”) in accordance with all applicable laws, rules, policies, publications, and guidelines. If the Contractor receives Regulated Data outside the scope of this Agreement, it shall promptly notify the City.

39.3. Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

39.4. Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to the City for disclosure of confidential materials, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor’s intervention to protect and assert its claim of privilege against disclosure under this Article, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

40. PROTECTED INFORMATION AND DATA PROTECTION:

- 40.1. Compliance with Data Protection Laws:** The Contractor shall comply with all applicable laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder and, when applicable, the most recent iterations of § 24-73-101, *et seq.*, C.R.S.; § 24-85-103 (2.5), C.R.S.; IRS Publication 1075; the Health Information Portability and Accountability Act (HIPAA); the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all Criminal Justice Information; the Colorado Consumer Protection Act; and the Payment Card Industry Data Security Standard (PCI-DSS), (collectively, "Data Protection Laws"). If the Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City.
- 40.2. Personal Information:** "PII" means personally identifiable information including, without limitation, any information maintained by the City about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§ 24-73-101, C.R.S. "PII" shall also mean "personal information" as set forth at § 24-73-103(1)(g), C.R.S. If receiving PII under this Agreement, the Contractor shall provide for the security of such PII, in a manner and form acceptable to the City, including, without limitation, City non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, and security audits. In addition, as set forth in § 28-251, D.R.M.C., the Contractor, including, but not limited to, the Contractor's employees, agents, and subcontractors, shall not collect or disseminate individually identifiable information about the national origin, immigration, or citizenship status of any person, over and above the extent to which the City is required, under this Agreement, to collect or disseminate such information in accordance with any federal, state, or local law.
- 40.3. Safeguarding Protected Information:** "Protected Information" means data, regardless of form, that has been designated as private, proprietary, protected, or confidential by law, policy, or the City. Protected Information includes, but is not limited to, employment records, protected health information, student records, education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and PII. Protected Information shall not include public records that by law must be made available to the public pursuant to the Colorado Open Records Act § 24-72-201, *et seq.*, C.R.S. To the extent there is any uncertainty as to whether data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the City or an

appropriate legal authority. Unless the City provides security protection for the information it discloses to the Contractor, the Contractor shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. Disclosure of Protected Information does not include disclosure to a third party under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Contractor has been contracted to maintain, store, or process personal information on the City's behalf, the Contractor is a "Third-Party Service Provider" as defined by § 24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101, *et seq.*, C.R.S.

40.4. Data Access and Integrity: The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards, guidelines, and Data Protection Laws applicable to the Contractor's performance hereunder to ensure the security and confidentiality of all data. The Contractor shall protect against threats or hazards to the security or integrity of data; protect against unauthorized disclosure, access to, or use of any data; restrict access to data as necessary; and ensure the proper use of data. The Contractor shall not engage in "data mining" except as specifically and expressly required by law or authorized in writing by the City. All data and Protected Information shall be maintained and securely transferred in accordance with industry standards. Unless otherwise required by law, the City has exclusive ownership of all data it discloses under this Agreement, and the Contractor shall have no right, title, or interest in data obtained in connection with the services provided herein.

40.5. Data Retention, Transfer, Litigation Holds, and Destruction: Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of this Agreement, the Contractor shall securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City; however, this requirement shall not apply to the extent the Contractor is required by law to retain data, including Protected Information. Upon the City's request, the Contractor shall confirm the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Contractor's exclusive custody, the City may request that the Contractor preserve such data outside of its usual record retention policies. The City will promptly coordinate with

the Contractor regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Contractor shall continue to preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Contractor shall destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable.

40.6. Software and Computing Systems: At its reasonable discretion, the City may prohibit the Contractor from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, store, or generate data and information, with Protected Information, received as a result of the Contractor's services under this Agreement. The Contractor shall comply with all requirements, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Contractor shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions. The Contractor shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, enhancements, or updates consistent with evolving industry standards, and periodic penetration testing.

40.7. Background Checks: The Contractor will ensure that, prior to being granted access to Protected Information, the Contractor's agents, employees, subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary criminal background screenings, have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and Data Protection Laws, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data.

40.8. Subcontractors and Employees: If the Contractor engages a subcontractor under this Agreement, the Contractor shall impose data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the services provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its subcontractor's compliance with the obligations of this Agreement and for any of its subcontractors acts or omissions that cause the Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the Contractor shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentiality of any disclosed data shall apply equally to

both the Contractor and any of its subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies.

40.9. Security Breach: If the Contractor becomes aware of an unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of Protected Information or data maintained or provided by the City (“Security Breach”), the Contractor shall notify the City in the most expedient time and without unreasonable delay. The Contractor shall fully cooperate with the City regarding recovery, lawful notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and Data Protection Laws. The Contractor shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Contractor shall not be obligated to disclose confidential business information or trade secrets. The Contractor shall indemnify, defend, and hold harmless the City for any and all claims, including reasonable attorneys’ fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City in connection with a Security Breach or lawful notices.

40.10. Request for Additional Protections and Survival: In addition to the terms contained herein, the City may reasonably request that the Contractor protect the confidentiality of certain Protected Information or other data in specific ways to ensure compliance with Data Protection Laws and any changes thereto. Unless a request for additional protections is mandated by a change in law, the Contractor may reasonably decline the City’s request to provide additional protections. If such a request requires the Contractor to take steps beyond those contained herein, the Contractor shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Contractor to comply with the request at the City’s expense; provided, however, that any increase in costs that would increase the Maximum Contract Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentiality of any disclosed data shall survive termination of this Agreement, and the Contractor shall continue to safeguard all data for so long as the data remains confidential or protected and in the Contractor’s possession or control.

41. TIME IS OF THE ESSENCE: The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

42. PARAGRAPH HEADINGS: The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.

43. CITY EXECUTION OF AGREEMENT: This 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.

44. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: This Agreement is the complete integration of all understandings between the Parties as to the subject matter of

this Agreement. No prior, contemporaneous, or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.

- 45. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.
- 46. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
- 47. ATTACHED EXHIBITS INCORPORATED:** The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work; **Exhibit B**, Certificate of Insurance.

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Contract Control Number:
Contractor Name:

HOST-202477421-00
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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

HOST-202477421-00
THE SALVATION ARMY

By: _____

Signed by:



B5A70D051FD7467...

Name: _____

kelly Pontsler

(please print)

Title: _____

Treasurer

(please print)

ATTEST: [if required]

By: _____

Name: _____

(please print)

Title: _____

(please print)

SCOPE OF WORK
DEPARTMENT OF HOUSING STABILITY
THE SALVATION ARMY
HOST-202477421

I. I. INTRODUCTION

Current Period of Performance: January 1, 2025 – December 31, 2025

Project Description:
This agreement is entered between the Department of Housing Stability (HOST) and The Salvation Army (TSA) for the purpose of Non-Congregate Shelter (NCS) operations and supportive services at location 4595 Quebec Street, Denver, CO 80216 for persons experiencing homelessness. This includes the ability to serve all diverse populations including but not limited to men, women, young adults 18-years-old through 24-years-old, individuals who identify, express, and present as transgender, non-binary or gender non-conforming. The award amount for this contract is \$4,200,000.00.

Funding Source:	General Funds
Project Name:	Shelter Operations & Program
Budget Type:	Focused Cost Reimbursement
Contractor Address:	30840 Hawthorne Blvd., Rancho Palos Verdes, CA 90275
Organization Type:	Non-Profit

II. SERVICES DESCRIPTION

- A. TSA will adhere to the 2025 Shelter Standards document that HOST will provide.
- B. TSA will provide full operations and programming at 4595 Quebec Street, Denver, Colorado 80216 for approximately 450 unique households.
- C. Programming Services
 - 1. TSA will utilize low barrier, Housing First Model designed to encourage shelter entry through progressive engagement and maximize exits into permanent and stable housing.
 - a. Guest Services will be available 24 hours, seven days a week. Three to four guest services staff will be scheduled per shift to provide hospitality support, facilitate on-site food service, enforce program expectations, conduct room checks and ensure safe environment.
 - b. Orientation and intake will be completed for each new guest including provision of a Guest handbook/expectations document that must be approved by HOST.
 - i. Non-compulsory case management meetings will be scheduled at least weekly to ensure all households are connected to the Housing Central

Command and have their needs met while in shelter, inclusive of vital document acquisition, necessary program enrollments and connections to resources, such as: mental, physical and behavioral health supports, benefit and financial assistance, employment resources etc.

- c. Case Management includes assessing needs of guests, client-centered provision of supportive service through effective and efficient use of resources to reduce the risk of homelessness and help guests achieve housing stability.
 - d. Training for all staff will include Non-Violent Crisis Prevention and Intervention (CPI) and Cardiopulmonary Resuscitation (CPR).
 - e. In accordance with non-congregate shelter settings, all rooms are single occupancy unless participants self-elect to share space.
 - f. TSA will participate in severe weather advisory emergency shelter in accordance with historical occupancy and activation standards. Project budget may be subject to modification to accommodate severe weather needs.
 - g. TSA may utilize available congregate spaces to provide time-limited, severe weather shelter for up to 50 guests at a time. Budget impacts on severe weather shelter operations impacting food, staffing and supplies needed may result in budget modification.
 - h. Full operating capacity is subject TSA's ability to maintain the standard level of care in maintaining a safe work and shelter environment.
2. TSA will use a trauma-informed and client-centered approach to engage vulnerable populations. TSA will participate in the coordination of referrals from the community including other shelters and/or outreach teams. This will include prioritization criteria, approved by HOST, to fill vacant NCS units.
 3. TSA will support and provide resources for Limited English Proficient (LEP) individuals to ensure all guests have access to services in their language of choice.
 4. TSA will provide linkage to resources and connections in the community for guests needing assistance with Activities of Daily Living (ADL).

D. NCS Operations

1. TSA, in consultation with and approval by HOST, has full discretion and approval for on-site operations, shelter programming, community partners involved, facility use, and services provided by outside agencies including advocacy groups, organizers, and vendors.
2. Shelter Operations will facilitate environments that are safe, hygienic, accessible, equitable, inclusive, and hospitable to all eligible shelter guests. Funding for shelter operations at 4595 Quebec Street, Denver, Colorado 80216 include support of the day-to-day hospitable functions including the following:
 - a. Linen laundry services that shall provide laundered linens at minimum every seven (7) consecutive days of guests' stay,
 - b. Basic maintenance support
 - c. Room amenities such as on-site parking and parking management, internet, television, and telephone
 - d. Security
 - e. Custodial support including sanitization of common areas

- f. Storage
 - g. Vaccinated and non-aggressive pets will be allowed at the facility.
- 3. TSA will provide three meals a day for guests. Meal preparations services include:
 - a. All meals are prepared to meet adult daily nutritional needs and are prepared in accordance with ServeSafe guidelines and all Public Health requirements for food safety.
 - b. Provide all utensils and serving supplies.
- 4. NCS sites will have a full-time on-site maintenance technician Monday through Friday, during daily business hours. The maintenance technician will be responsible for providing regularly and emergency scheduled general building repair and maintenance services.
- 5. TSA and HOST will adhere to the Responsibility Matrix of Facility Related Services in Appendix A.
- 6. TSA will provide and oversee biohazard, janitorial and laundry services to ensure quality and timeliness to promote a safe and comfortable environment for all guests and staff.
- 7. TSA will communicate regularly with HOST if they are unable to meet the expectation of rooms being turned over within a week of client discharge.
- 8. NCS Sites will have security measures available onsite and include installation and maintenance of a video surveillance system to maximize staff visibility of the facility. Additional security measures may be added if deemed necessary in consultation with and approval by HOST.

III. STAFFING STRUCTURE

- A. Provider will support Housing Central Command (HCC) Staffing structures by filling the following positions:
 - 1. **Intake Specialist Position**
 - a. Work at shelter site to be the face of service connection for clients.
 - b. Conduct site orientation, complete site-based intake forms, and Homeless Management Information System (HMIS) upon arrival and program entry.
 - c. Assess clients for rapid resolution within 14 days of program entry and discuss at the beginning of every client encounter.
 - d. Work with clients to complete housing assessments i.e., coordinated entry assessment within 30 days of program entry.
 - e. Work with clients to acquire vital documents in preparation for housing and upload into HMIS.
 - f. Connect clients to physical health, dental health, behavioral health, harm reduction, substance use disorder, and employment services available across the All In Mile High system.
 - g. Meet with guests weekly and promote guest engagement in services and other site-based offerings.
 - 2. **Navigator Position**
 - a. Work in multiple locations as assigned by HCC to meet with clients in the site where they are based.
 - b. Attend two daily meetings led by HCC administration team.

- c. Enroll clients into HMIS and follow data standards including case notes and client documentation.
 - d. Conduct Pre-Housing navigation over a 30-day time period with individuals assigned to the Navigator through HCC.
 - e. Work with clients to complete housing applications at units identified by Unit Team.
 - f. Transport clients as needed for pre-move in and move in tasks such as vital document acquisition, unit tours, landlord meetings, and physically moving client belongings.
 - g. Work with HCC Administration Team and clients to schedule move in and furniture deliveries.
 - h. Complete hand-offs to stabilizer for client's 12-month housing stabilization period.
3. **Stabilizer**
- a. Complete training and utilize a Critical Time Intervention (CTI) approach to case management as described in HOST's CTI Manual.
 - b. Stabilizers will receive and support clients referred through HCC.
 - c. Stabilizers will conduct an HCC Housing Stability Plan assessment with the client prior to placement in their permanent housing unit.
 - d. Attend bi-weekly case conference with other HCC housing providers.
 - e. Submit complex client cases to the Denver complex case review.
 - f. Transport clients in personal or company vehicle as necessary.
 - g. Enroll clients into HMIS and follow data standards including case notes and client documentation.
 - h. Meet with supervisor once a week to discuss CTI stabilization for each household.
Collaborate and communicate effectively with landlord partners and Housing Connector.

IV. ROLES AND RESPONSIBILITIES FOR BOTH PARTIES

A. Contractor will:

- 1. Work with City to host any city-designated sensitivity training on an annual basis.
- 2. Provide any online modular sensitivity training developed and provided by the City to all new direct-service staff within 15 days of hire date. Ensure direct-service staff complete training refresher on a biennial basis.
 - a. Sensitivity Training is available at https://denvergov.org/media/denvergov/housingstability/context_of_homelessness/story.html
 - b. The Executive Director or their delegate are required to complete and sign the "Statement of Completion of Required Training: Informed, Compassionate, and Positive Interactions with Persons Experiencing Homelessness" form biennially and submit to HOST.
- 3. Post the City and County of Denver's Anti-Discrimination Office signage in an area where information is available to staff and program participants.

4. Ensure staff are trained according to HOST's 2025 Shelter Standards and that all staff are competent in trauma-informed care, first aid, CPR, customer service, multicultural services, and intentional LGBTQ+ inclusivity. HOST will require regular reporting on staff training that will be outlined in the 2025 Shelter Standards.
5. Contractor will obtain customer feedback at least quarterly to ensure equity in access and outcomes. The City reserves the right to issue specific guidelines on the methods for collecting and integrating customer feedback which may include use of a third-party evaluator. Details will be outlined in 2025 Shelter Standards documents.
6. Provide grievance policy and procedure to HOST within the first 90 days of this contract and annually or as updates are made thereafter. Grievance policies and procedures must be approved by HOST.
7. Complete a security assessment and provide a security plan for each shelter site that must be reviewed and approved by HOST within the first 90 days of this contract and annually or as updates are made thereafter. Security plan requirements will be detailed in HOST 2025 Shelter Standards document.

B. The City will:

1. Provide signage that includes information about the City and County of Denver's Anti-Discrimination Office in both [Spanish and English](#).
2. Provide the 2025 Shelter Standards document and communicate any changes or updates made to the document as needed.

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 monitoring 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. OBJECTIVE AND OUTCOMES

Resources	Activities	Outputs	Metric	Outcomes	Metric	Impacts
44 Staff including Supervisorial and Operational positions 192 beds/units in shelter + up to 90 more for cold weather sheltering. Support Services Homeless Management Information System (HMIS) use Staff training Program Policies HOST funding	<ul style="list-style-type: none"> • 24/7 • Bed & bedding • Shower access • Laundry • Hygiene supplies • Meals • Resource Navigation • Reunification • Vital document acquisition • Relationship building • OneHome Access • Housing Search • Referrals to health-related services • Weekly Case Management meeting • Enrollments, annual assessments, case management notes, and exit assessments • HOST required trainings • Participant feedback 	Households served annually	450	Households are provided a safe place to sleep and access to services to help them exit homelessness	100%	Address Unsheltered Homelessness Complete shelter system transformation toward rehousing Use customer feedback to improve shelter operations
		Households engaged in housing-focused case management	80%	Households that receive assistance exit to permanent or stable housing, and institutions	50%	
		Household receiving assistance with increasing their income through benefits and/or employment	40%	Households receiving assistance that have an increase in income through benefits or employment	70%	
		Households receiving assistance obtaining/maintaining vital documents	40%	Households that receive assistance obtain/maintain vital documents	75%	
		Households without OneHome assessments offered housing assessments	80%	Households offered assistance receive housing assessments	40%	
		Households offered the opportunity to provide feedback on services received	100%	Households that complete a survey report being satisfied or better	70%	

Assumptions: Unless otherwise indicated, data will be pulled from the Homeless Management Information System (HMIS). Contractor will upload a HMIS Data Quality report in Salesforce with each quarterly report. Data quality must be in alignment with expectations and standards outlined by COHMIS (<https://cohmis.zendesk.com/hc/en-us>). All Metrics will be reviewed quarterly and annually.

VII. REPORTING

- A. Contractor is required to use Homeless Management Information System (HMIS) for program data collection. Contractor's use of HMIS must adhere to COHMIS [Policy](#) and [Data Quality](#) standards to demonstrate clients' eligibility, and meet indicators in this scope of work. Disbursement of funds is contingent upon the ability to collect program data using HMIS.
- B. Contractors will be required to use HOST Programs Community to submit all program narrative and qualitative data reports. These reports are due the 15th day of the month following each reporting period. Each narrative report will contain information on program success, challenges, and funding leverage during the reporting period.

<u>Quarterly Report</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>
<u>Due Date</u>	April 15th	July 15th	October 15th	January 15th

- C. HOST Programs Community will provide Contractor with an online forum to submit report for each reporting period. Supplemental reporting may be required when HMIS data and narrative reports are insufficient to demonstrate program impact. Submitted reports 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 HOST Programs Community portal along with the required login information. Prior to the due date for the first required report, HOST will provide resources and support as needed or as requested by the Contractor to support the use of HOST Programs Community.
- 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. Additional details on reporting may be provided in the 2025 Shelter Standards document.
- F. Data Monitoring
A description of the scope of data that will be monitored by HOST throughout the lifecycle of the contract. This includes the mechanism for reporting, the primary goal for households to be served, desired program outcomes, and any program-specific reporting requirements.
1. Program data
 - a. Data sources
 1. Homeless service providers: All program data reports will be sourced from client-level data entered in HMIS unless otherwise specified. Qualitative program narratives, data quality reports, and any requested supplemental reports can be submitted through the HOST Programs Community.

2. All other programs: Summary reports on clients served will use the HOST Programs Community to report narrative, and households served information. Additional data may be required in the reporting form and/or a supplemental data template provided by HOST.
 - i. Number of unique Households served (universal for all HOST-funded programs) and progress toward the households served goal: Households proposed to be served over the contract term– 450
Year 2025: 450
 - ii. Demographics of households served:
Demographic data of households served are monitored to ensure fair and equitable access to services. The scope of demographic data collected are specific to the needs of the program or any related funding sources. Demographic data can include but is not limited to race and ethnicity, income level, participant age/ age-group/ number of age-qualifying participants, disability status, mental health condition, or gender identity.
The measures and benchmarks specified in the objectives and outcomes section.
2. Qualitative narratives: This includes reports on program successes and challenges, programmatic updates, and supplemental reports. These reports can be submitted through the Salesforce programs community.
3. Financial Data
 - a. Funding sources and amount included.
 - b. Total Contract spend to date, by budget category.
4. Specific to this Scope of Work
 - a. **Daily Census Reporting** The contractor is responsible for daily communication with HOST to ensure complete, timely, and accurate information.
 - i. Total number of rooms available for non-congregate shelter
 - a. Measure:
 1. Number occupied by location
 2. Number vacant and open for referral by location
 3. Number of ADA accessible rooms (number occupied and number vacant)
 4. Daily maintenance of program and exit data
 - ii. Contractor will be responsible for updating the Homeless Management Information system (HMIS) daily with household program enrollments and program exits.
 - iii. Programs Enrollment data entry should include at minimum the questions on the Emergency Shelter, Safe Haven, or Street Outreach Intake form.
 - iv. Program exit data should include destination at exit, exit date, and departure reason.
 - v. Daily program in-take and stay/duration information.
 - a. Provide and maintain a spreadsheet including client name, clarity ID (if available), if clarity ID absent, DOB and last 4 of SSN.

- b. Provide and maintain spreadsheet including client name, clarity ID (if available), if clarity ID absent, DOB and last 4 of SSN.
 - vi. Tracking of services provided during length of stay.
- 5. HMIS Data Quality reports (Required for all program reporting in HMIS - Homelessness resolution programs only): Data quality reports are a tool to assist with tracking data quality progress for client data entered into HMIS.
 - a. Data quality standards: The [COHMIS Data Quality Standards](#) determine expected data quality standards by project type. Timeliness is the primary data quality component assessed at HOST to support policies around voluntary client reporting. Table A below summarizes minimum data quality timeliness standards for each project.

Table A		
HMIS Data Entry Time Frame		
Program Type	Minimum Data Elements	Time Frame for Entry
Emergency Shelters	Housing Check-In/Check Out, Services	Same Day
Transitional Housing Programs	Program Entry/Exit, Services	7 Calendar Days
Permanent Supportive Housing Programs	Program Entry/Exit, Services	7 Calendar Days
Rapid Re-Housing Programs	Program Entry/Exit, Services	7 Calendar Days After Enrollment/Eligibility is Established
Homelessness Prevention Programs	Program Entry/Exit, Services	7 Calendar Days After Enrollment/Eligibility is Established
Outreach Programs	Services	2 Working Days

VIII. FINANCIAL ADMINISTRATION

A. 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 this Agreement line-item reimbursements. Invoice requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Invoices should be submitted within thirty (30) days of the actual service, expenditure, or payment of expense. Invoices submitted more than 90 days beyond the billing period of the actual service, expenditure, or payment expense, may not be reimbursed without prior written approval from HOST.
3. The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget.

4. Invoice request shall be completed and submitted on or before the 15th of each month following the month services were rendered. 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. No more than four (4) Invoices may be submitted per contract per month, without prior approval from HOST.
6. All Invoices must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout of the contract.
7. All invoices are paid on a "Net 30" payment timeline, presuming invoices are free from errors, and do not require additional documentation or calculation revisions.
8. Invoices shall be submitted to the HOST contractor online portal at <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Department-of-Housing-Stability/Partner-Resources/Contractor-Payment-Requests>

B. Invoicing Requirements

1. To meet Government requirements for current, auditable books at all times, it is required that all Invoices be submitted monthly to HOST to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.
2. City and County of Denver Forms shall be used in back-up documents whenever required in the Invoice Processing Policy.
3. 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.
4. The standardized HOST "Expense Certification Form" should be included with each payment request to provide the summary and authorization required for reimbursement. HOST reserves the right to cancel an invoice if there are material errors that must be corrected and will require the invoice to be resubmitted.

C. Payroll

1. A payroll register or payroll ledger from the official accounting system will verify the amount of salary. Payroll registers must detail the pay period, gross pay, and deductions.
2. If the employee(s) is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be deducted from the requested reimbursement amount and documented on each reimbursement summary sheet or payroll register.
3. HOST reserves the right to request submittal of additional documentation including timesheets or additional accounting system reports to substantiate payroll reimbursement requests.

D. Fringe Benefits

1. Fringe benefits paid by the employer can be requested as substantiated by the payroll registers or accounting records submitted for the appropriate period.

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, 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 will not reimburse payments for unused leave when an employee separates from employment.

E. General Reimbursement Requirements

1. Invoices: All non-personnel expenses should be documented on a summary sheet for the period indicated on the reimbursement request to include:
 - a. Vendor Name
 - b. Amount
 - c. Purpose
 - d. Payment Method (Check #, ACH Date & Amount, Wire Number, Date & Amount, Credit Card Date & Amount)
 - e. All invoices and supporting documentation must be kept on file for audit purposes for three (3) years. For Audit purposes all invoices must be 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. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead require 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.

F. Budget Modification Requests

1. HOST may, at its option, restrict the transfer of funds among cost categories, programs, functions, or activities at its discretion as deemed appropriate by program staff, HOST executive management or its designee.
2. Budget Modifications may be required for changes related to increase or decrease of individual budget line items within an approved budget, to add budget line items, or to make changes to a budget narrative. A budget modification can adjust the award amount available for purposes outlined within the executed contract but cannot increase or decrease the total contract amount or assign resources to a purpose not already included in the original contract agreement.
3. Budget modifications will require submittal of written justification and new budget documents by the Contractor. These budget documents will require approval by HOST program, contracting and financial staff.

4. The Contractor understands that any budget modification requests under this Agreement must be submitted to HOST after the 30 days the contract agreement start date and before the last Quarter of the fiscal period, unless waived in writing by the HOST Deputy Director or their designee.
5. 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 Deputy Director or their designee.

G. Contract Amendments

1. All contract modifications that increase or decrease award amount, alter the contract term date and/or change the scope of work will require an amendment to this Agreement executed in the same manner as the original Agreement.

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. All HOST contracts will be subject to applicable Uniform Guidance (2 C.F.R. Part 200), 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. 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.
8. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
9. The Contractor will be responsible for all Disallowed Costs.

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

I. Procurements

1. The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services supplies, or other property that costs more than ten thousand dollars (\$10,000) in the aggregate.
2. The Contractor will ensure selected vendor or proposer has required insurance once the Contractor identifies a successful vendor or proposer.
3. 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.
4. For contracts subject to federal agreements, if there is a residual inventory of unused supplies exceeding five thousand dollars (\$5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other federally sponsored programs or projects the Contractor will compensate the awarding agency for its share.

J. Monitoring Requirements

1. Monitoring may be performed by the program area, contract administration and financial services throughout the term of the agreement. Contractor will be notified in writing 30 days prior to facilitation of contract monitoring.
2. Program or Managerial Monitoring: The quality of the services being provided and the effectiveness of those services addressing the needs of the program. This may include reviewing the current spending and outcomes 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 conduct performance monitoring and reporting reviews. This includes reviewing the current spending and outcomes to date for the contract. City staff will address any performance issues and require a corrective action plan to resolve concerns.
4. Compliance Monitoring: Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards, and policies.

K. Records Retention

1. The Contractor must retain for three (3) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
2. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable

notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, to make audits, examinations, excerpts, and transcripts.

L. Contract Close-Out

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

M. Collection of Amounts Due

1. Any funds paid to a Contractor in excess of the amount to which the Contractor is determined to be entitled under the terms of the award constitute a debt to the City and County of Denver, if not paid within a reasonable period after demand HOST may:
 - a. 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.

IX. FUNDS WILL BE USED TO

- A. Funds in the amount of \$4,200,000.00 for the purpose of providing management and oversight of NCS operations and programming for persons experiencing homelessness.

Contract	Amount
Base	\$4,200,000.00

X. Budget

Contract Program Budget Summary					
Contractor Name: Project : Budget Term: Program/Fiscal Year:	The Salvation Army				
	TSA NCS @ Stone Creek	City Contract #:	HOST 202477421		
	1/1/2025-12/31/2025				
	2025				
Budget Category	General Fund HOST Funding	Total Costs requested from HOST General Fund	Agency Total		Budget Narrative
Personnel: Job Title	Amount	HOST Total	Amount	%	
DMSS Leadership	\$35,000	\$35,000	\$233,333	15.00%	Up to 7 portion of 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 refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: Up to 15 hours a week from start of project. DMSS Director, Monitoring and Evaluation Manager, Staff Trainer, Employment Pathways Manager, Quality Assurance Specialist, Grants and Contracts Accountant and Bookkeeper. (EXCLUDED FROM INDIRECT RATE CALCULATION)
DMSS Assistant Director	\$25,000	\$25,000	\$120,000	20.83%	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 refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Stone Creek Assistant Director	\$58,063	\$58,063	\$73,063	79.47%	1 Full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Lead Case Manager	\$60,070	\$60,070	\$60,070	100.00%	1 Full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Case Manager (Intake Specialist)	\$219,026	\$219,026	\$279,026	78.50%	Up to 5 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 refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.

Budget Category	General Fund HOST Funding	Total Costs requested from HOST General Fund	Agency Total		Budget Narrative
Case Manager (Stabilizer)	\$95,000	\$95,000	\$111,682	85.06%	Up to 2 Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Case Manager (Navigator)	\$89,000	\$89,000	\$111,682	79.69%	Up to 2 Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Facilities/ Program Manager	\$69,500	\$69,500	\$69,500	100.00%	1 Full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Maintenance and Custodial Technician	\$145,150	\$145,150	\$180,150	80.57%	Up to 4 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 refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Shift Supervisor	\$202,392	\$202,392	\$202,392	100.00%	Up to 4 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 refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Program Assistant	\$603,528	\$603,528	\$719,162	83.92%	Up to 15 Full-time salaries and 1 part-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Total Salary:	\$1,601,729	\$1,601,729	\$2,160,060	74.15%	
Fringe Benefits	\$570,332	\$570,332	\$665,320	85.72%	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 refer to the scope of work section Financial Administration-Fringe Benefits.
Total Salary and Fringe Benefits:	\$2,172,061	\$2,172,061	\$2,825,380	76.88%	
Other Direct Costs	Amount	Subtotal	Amount	%	

Budget Category	General Fund HOST Funding	Total Costs requested from HOST General Fund	Agency Total		Budget Narrative
Program Expenses & Supplies	\$180,000	\$230,000	\$230,000	100.00%	Program/Project-related supplies not given directly to a client and/or directly related to program function. May include clients' items such as bed and mattress, linens, client hygiene, toilet paper, janitorial supplies, shelter supplies, first aid and AED. Please, refer to the Responsibility Matrix in Appendix A for other program expenses and supplies.
Guest Meals	\$966,403	\$966,403	\$1,140,570	84.73%	Meals for guests
Client Assistance	\$49,579	\$50,000	\$50,000	100.00%	Client bus tickets, vital documents and CBI, essential furniture for move in, clothing for employment.
Staff Program/Project Training	\$5,000	\$5,000	\$5,000	100.00%	Local directly program-related training materials and registration fees.
Facilities	\$40,000	\$40,000	\$40,000	100.00%	Specific office space dedicated for use for the program only and not a shared space. Associated expenses can be allocated proportionately based on actual size or percentage of the building space. Associated expenses can include rent, lease, utilities, and maintenance & repair costs. Shared space costs should be part of Indirect Costs.
Professional Services	\$240,000	\$240,000	\$240,000	100.00%	Professional Services include pest control and bioHazard services, cleaning services, security camera installation and monitoring, interpretation, snow removal.
Mileage	\$5,000	\$5,000	\$5,000	100.00%	Reimbursement of personal vehicle mileage (not to exceed the standard IRS rate at the time of travel), public transportation and ride share services for work purposes not commuting to/from work. Parking costs associated with operations at main job site is not allowable. Transportation must be associated with the scope of work. Mileage must be tracked in a mileage log approved by employee's supervisor that is subject to monitoring.
Minor Equipment	\$10,000	\$10,000	\$10,000	100.00%	Minor office equipment should directly relate to the service provided in the contract and be readily identifiable. Equipment must be used exclusively for program/project. Minor office equipment should be less than \$500.00 per item with a maximum expense to be determined by the program requirements. Leased copiers can be charged directly. (EXCLUDED FROM INDIRECT RATE CALCULATION)
Total Other Direct Costs	\$1,485,982	\$1,536,403	\$1,710,570	89.82%	
Total Salaries, Fringe and Other Direct Costs	\$ 3,658,043.00	\$ 3,708,464.00	4,535,950	81.76%	
Indirect Costs					
Indirect Costs	\$541,957	\$541,957.00	\$643,893	84.17%	Indirect calculated 15% of Salaries, Fringe and Other Direct Costs
Grand Total	4,200,000.00	4,250,421.00	5,179,843.00	82.06%	

Appendix A
 Responsibility Matrix of Facility Related Services
 The City and County of Denver (“City”), Contractor is The Salvation Army (“TSA”)

	<i>Responsible Party*</i>
Xcel Electric/Gas/Steam	City
Denver Water	City
Wastewater/Storm Sewer	City
Janitorial (incl. Janitorial Supplies/Placing Trash in Dumpsters)	TSA
Exterior litter pickup (including all animal relief, if any)	TSA
Common Areas Maintenance/Cleaning – Ballroom**	TSA
Common Areas Maintenance/Cleaning – Kitchen and Dining Area**	TSA
Common Areas Maintenance/Cleaning – Smoking and Dog Run Areas	TSA
Common Areas Maintenance/Cleaning– Parking**	TSA
Fire System (sprinklers, inspections)	City
Fire Alarm Monitoring & Fire Phone Line	City
Smoke detectors / CO detectors	Contractor; Contractor to let City know if these need replacement.
Fire Extinguishers (inspections)	City; Contractor to let City know if these have been used and need replacement.
Security System hardware other than cameras /software	City
Security System Monitoring	TSA
Security System Phone Line	TSA
Security Cameras	TSA
Security Patrol, if applicable	TSA
Stationary Security Guard, if applicable	TSA
Telecom- Land Lines	City
Telecom- Cable TV	TSA
Telecom – Wi-Fi	City*; TSA for any self-owned network, if applicable
Mechanical (HVAC) Maintenance	City
Electrical Maintenance incl. generator if any	City
Plumbing/Sewer (Fixtures, Drains)	City
Elevators	City
Minor maintenance (i.e., plugged toilets, leaky faucets, change light bulbs/ballasts not needing ladder or lift,	TSA – minor R&M without specialized tools i.e., plunging toilets, leaky faucets, change floor level light bulbs

repairs without specialized tools or personnel	
Cleaning	TSA
PTAC Units	City; TSA will regularly inspect units to ensure units are working.
Interior Lighting (bulbs/ballasts) requiring specialized equipment, ladders or lifts	City
Interior Lighting – all other bulb replacements	TSA
Pest Control and Bed Bug Treatments	TSA
Appliance Service and Repairs	TSA will not replace or replace appliances such as: fridges, microwaves, coffee makers, TVs, or hotplates. HOST may replace these items based on availability of funding. TSA will maintain their own appliances owned, if any. City will maintain common area appliances.
Trash Hauling from Dumpsters (regular ongoing, not excess)	City
Snow Removal-parking lot	TSA
Snow Removal-sidewalks & entries	TSA
Landscaping & Irrigation	City
Parking Lot R&M	City
Sidewalk concrete R&M	City
Exterior lighting	City
Exterior Fences	City
Interior and exterior signage	City
Locks and Keys	City will provide Access for TSA; All lock / key requests for City owned property must involve City Facilities
Extra or Replacement Keys	City
Windows, screens and doors	City
Structural and roof	City
Gutters and downspouts	City
Dryer Vents	TSA will regularly clean the dryers vents
Major/Minor repairs***	TSA
Damages caused by TSA's invitees	TSA
Other services not delineated in lease	TSA

*If any damage is caused by Contractor or its invitees (including any animal that belongs to an invitee and/or service animals, if any) Contractor pays for repair.

**Maintenance and Cleaning of common areas during activation of cold weather stays onsite will transfer to the service provider engaged onsite during that period of time.

***Major Repair language: TSA shall be responsible for all repairs and maintenance to the Facility except for any major maintenance and repairs that are not caused by Contractor or its agents, employees, contractors, or invitees. TSA pay for and ensure proper performance of all but major maintenance and repairs. For purposes of this Agreement, “major” maintenance and repair is defined as all individual maintenance requirements or repair occurrences that cost over \$2,000 each. Notification of any major occurrence should be reported to the City immediately.

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
12/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@wtwco.com		FAX (A/C No): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED The Salvation Army - Division 7 30840 Hawthorne Blvd., Bldg D Rancho Palos Verdes, CA 90275	INSURER A: Greenwich Insurance Company		22322
	INSURER B: XL Specialty Insurance Company		37885
	INSURER C: Lexington Insurance Company		19437
	INSURER D: XL Insurance America Inc		24554
	INSURER E: Fortegra Specialty Insurance Company		16823
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** W36474148**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	RGE3001798-01	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Self Insured Retention: \$1,000,000						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY	Y	Y	RAD5000219-14	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	RWD5000217-14	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Healthcare Professional Liab.			6791603	12/01/2024	12/01/2025	Limit: See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 12/04/2024 WITH ID: W36464918.

Division : 07-001

Workers Compensation Policy No.RWD5000217-14 provides coverage in the states of FL, GA, HI, ID, LA, MT, NM, NV, TN, SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

The City and County of Denver Department of Housing Stability 201 W Colfax Ave Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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SR ID: 26867367

BATCH: 3729693



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED The Salvation Army - Division 7 30840 Hawthorne Blvd., Bldg D Rancho Palos Verdes, CA 90275	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

UT.

Healthcare Professional Liability (Primary) - Claims Made
Carrier: Lexington In Co Policy No. 6791603
Term: 12/01/2024 to 12/01/2025
Aggregate Limit: \$6,000,000
Each Medical Incident:- \$1,000,000
Self-Insured Retention: \$100,000 Each medical incident

Excess Healthcare Professional Liability - Claims Made
Carrier: Lexington Ins Co Policy No. 6798274
Term: 12/01/2024 to 12/01/2025
Aggregate Limit: \$4,000,000
Each Medical Incident: \$4,000,000
Policy Aggregate Limit: \$4,000,000

The City and County of Denver, it's elected and appointed officials, employees and volunteers are included as Additional Insureds as respects to General Liability and Auto Liability as required by written contract or agreement.

Waiver of Subrogation applies in favor of the Additional Insureds with respects to General Liability, Auto Liability as required by written contract or agreement and Workers Compensation as permitted by law.

INSURER AFFORDING COVERAGE: XL Specialty Insurance Company NAIC#: 37885
POLICY NUMBER: RWR3000944-09 EFF DATE: 10/01/2024 EXP DATE: 10/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation &	E.L. Each Accident	\$1,000,000
Employers Liability - AK	E.L. Disease Pol Lim	\$1,000,000
WC - Per Statute	E.L. Disease - Ea Emp	\$1,000,000

ADDITIONAL REMARKS:
Workers Compensation Policy No. RWR3000944-09 provides coverage in the state of AK.

INSURER AFFORDING COVERAGE: XL Specialty Insurance Company NAIC#: 37885
POLICY NUMBER: RWE5000216-14 EFF DATE: 10/01/2024 EXP DATE: 10/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Work Comp-	EL Each Accident	\$1,000,000
AZ/CO/OR	EL Each Disease	\$1,000,000
	Retention	\$750,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED The Salvation Army - Division 7 30840 Hawthorne Blvd., Bldg D Rancho Palos Verdes, CA 90275	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: XL Insurance America Inc

NAIC#: 24554

POLICY NUMBER: US00064229LI24A EFF DATE: 10/01/2024 EXP DATE: 10/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Umbrella Incl. - Abuse or Molestation	A/M Each Claim / Agg	\$10,000,000
Retention-Abuse/Molestation	Per Claimant	\$5,000,000
A/M Claims-Made and Reported		

INSURER AFFORDING COVERAGE: Fortegra Specialty Insurance Company

NAIC#: 16823

POLICY NUMBER: C-4MFH238738CYBER-2024-04 EFF DATE: 06/30/2024 EXP DATE: 06/30/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Cyber Liability	Each Claim/Policy Agg	\$1,000,000
	Retention	\$150,000