

## SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT (the “Amendment”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **COLORADO POVERTY LAW PROJECT**, a Colorado nonprofit corporation, whose address is 1801 California Street, Suite 3000, Denver, Colorado 80202 (the “Contractor”), collectively the “Parties” and each individually a “Party.”

### RECITALS:

**A.** The Parties entered into an Agreement dated August 27, 2021, and a First Amendatory Agreement dated June 21, 2022 (collectively, the “Agreement”), for the Contractor to provide legal advice and representation to low- and moderate-income residents in the City and County of Denver at risk of eviction, housing navigation, young adult outreach, and referrals and self-help eviction prevention services; and

**B.** The Parties desire to amend the Agreement as set forth below.

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

**1.** Exhibit A-1 of the Agreement shall be replaced with Exhibit A-2, attached to this Amendment and incorporated herein by this reference. The updated Scope of Work marked as Exhibit A-2 shall replace and supersede Exhibit A-1.

**2.** Section 3 entitled “**TERM**” is amended to read as follows:

“The Agreement will commence on July 1, 2021, and will expire, unless sooner terminated, on December 31, 2024 (the ‘Term’). Subject to the Director’s prior written authorization, Contractor shall complete any work in progress as of the expiration date and the Terms of the Agreement will extend until the work is completed or earlier termination by the Director.”

**3.** Subsection 4.4.1. of the Agreement entitled “**Maximum Contract Amount**” is amended to read as follows:

“Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWO MILLION THREE HUNDRED FIFTY-FIVE THOUSAND ONE**

**HUNDRED FIFTY-TWO DOLLARS and NO/100 (\$2,355,152.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A-2**. Any services performed beyond those in **Exhibit A-2** are performed at Contractor’s risk and without authorization under the Agreement.”

4. Section 20 of the Agreement entitled “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**” is amended to read as follows:

“20. **INTENTIONALLY OMITTED.**”

5. Subsection 33 of the Agreement entitled “**PROTECTED INFORMATION AND DATE PROTECTION LAWS**” is amended to read as follows:

“33. **PROTECTED INFORMATION AND DATA PROTECTION.**

33.1. **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.

33.2. **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.

33.3. **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.

33.4. **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.

33.5. **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.

33.6. **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.

33.7. **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.

33.8. **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.

33.9. **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.

33.10. **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."



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

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

**[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]**

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

HOST-202370757-02/HOST-202159468-02  
COLORADO POVERTY LAW PROJECT

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

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

HOST-202370757-02/HOST-202159468-02  
COLORADO POVERTY LAW PROJECT

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

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

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

ATTEST: [if required]

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

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

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

**SCOPE OF WORK**

**DEPARTMENT OF HOUSING STABILITY**

**Colorado Poverty Law Project**

**HOST-202370757-02**

**I. INTRODUCTION**

**Period of Performance Start and End Dates:** July 1, 2021 – December 31, 2024

**Project Description:**

The purpose of this agreement is to provide an award from the Department of Housing Stability (HOST) amendment to add funding in the amount of \$1,000,000.00 for a total contract amount of \$2,355,152.00. These funds will be provided to the Colorado Poverty Law Project to be utilized in exchange for eviction prevention and defense services under the Denver Just Housing Program.

Colorado Poverty Law Project will provide eviction prevention legal advice and representation, housing navigation, young adult outreach, and referrals and self-help eviction prevention services for approximately 6625 households at risk of eviction residents in the City and County of Denver under all programs collectively.

<b>Funding Source:</b>	Affordable Housing Incentive Fee Funds
<b>Project Name:</b>	Denver Just Housing Program
<b>Budget Type:</b>	Focused Cost Reimbursement
<b>Contractor Address:</b>	66 S Logan Street Denver, CO 80209
<b>Organization Type:</b>	Non- Profit

**II. SERVICES DESCRIPTION**

**A. List of Services to be provided by contractor**

1. Under the Direct Legal Advice and Representation Subprogram, Colorado Poverty Law Project will conduct intakes, provide technical assistance, provide eviction prevention services referrals, and legal advice and representation for eligible (at or below 80% AMI) residents in the City and County of Denver at risk of eviction.
2. Under the Self-Help Housing Subprogram, Colorado Poverty Law Project will provide educational materials and Know-Your-Rights clinics regarding tenant/landlord laws for residents in the City and County of Denver.
3. Under the Young Adult Outreach Subprogram, Colorado Poverty Law Project will target young adults and provide tenant/landlord educational materials, self-advocacy support, direct representation and/or technical assistance.

4. Under the Housing Navigation Subprogram, Colorado Poverty Law Project housing navigators will educate attorneys on federally subsidized housing policies and restriction externalities to help strategize legal action plans and provide housing navigation for tenants at risk of eviction who opt to relocate within the City of Denver.
5. These activities are designed to decrease the number of evictions and keep Denver residents safely housed in the residence the client lives in at the time of intake or to a new safe residence if the clients choose to relocate.
6. Colorado Poverty Law Project will offer services to any Denver tenant at risk of eviction except as may be limited by applicable attorney ethical rules (e.g., where tenant instructions conflict with ethical limitations).
7. Colorado Poverty Law Project will prioritize residents who have been issued a Summons and Complaint.
8. Colorado Poverty Law Project shall use Salesforce to share data collected for data reporting.
9. All services arising under this contract will be at no charge to the clients.

B. Defined Terms and Phrases - As used in this Agreement, the following terms and phrases shall have the following meanings:

1. At Risk of Eviction – Regardless if before or after Complaint and Summons, the Denver resident is in foreseeable danger of eviction.
2. Eligible – Residents at or below 80% Area Median Income (AMI) based on 2021 City and County of Denver AMI. This eligibility definition shall only be applied to limited and full legal services provided under this contract.
3. Eviction – The removal of a resident from their residence against the resident’s will using legal processes.
4. Eviction Prevention – Any activity that reduces the odds of a resident’s forced removal from their residence and the resident receiving an eviction on that resident’s record.
5. Intake/s – To be used synonymous with application/s. Gathering of all necessary information and documentation to completely and thoroughly assess the clients’ cases and needs.
6. Referrals – Recommendations for services and programs offered by either Colorado Poverty Law or another entity after application review.
7. Young Adult – A person 18 to 27 years of age.

Definitions to Full and Limited legal representation are intentionally not included in this contract and instead will be made available to each contractor in the Supplemental Reporting Template

### **III. ROLES AND RESPONSIBILITIES FOR BOTH PARTIES**

A. Contractor will:

1. Work with the 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](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.
- 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](#).

**IV. EQUITY ACCESS AND OUTCOMES**

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

**V. FUNDS WILL BE USED TO**

- A. Lawyers, housing navigators, and other staff to provide free educational tenant/landlord rights materials, legal assistance, legal advice, legal representation, and housing referrals, in the City and County of Denver. Colorado Poverty Law Project is not eligible for Program Income. Only personnel costs are being funded through this contract.

Denver Just Housing Program	Special Revenue 7/1/2021-6/30/2022	American Rescue Act 7/1/2022-12/31/2023	Affordable Housing Incentive 11/1/2023 – 12/31/2024
	\$455,152.00	\$900,000.00	\$1,000,000.00
<b>Total Contract Amount</b>	<b>\$2,355,152.00</b>		

## VI. OBJECTIVE AND OUTCOMES

**Objective I:** Prevent evictions by providing rental assistance program referrals, eviction process and tenant rights information, legal advice and limited or full legal representation to residents facing eviction in the City and County of Denver for approximately 1050 unduplicated households for program year 2024.

## VII. REPORTING

- A. Contractors will be required to use HOST Programs Community to submit all program narrative and qualitative data reports. These reports are due the 15<sup>th</sup> 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.
- B. HOST Programs Community will provide Contractor with an online forum to submit report for each reporting period. Supplemental reporting may be required when 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.
- C. 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.
- D. 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.
- E. 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 – 6625  
Year 1 July 1, 2021 – June 31, 2022: 1525  
Year 2 June 1, 2022 – December 31, 2023: 3000  
Year 3 January 1, 2024 – December 31, 2024:1050

- 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.
3. 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.
4. Financial Data
  - a. Funding sources and amount included
  - b. Total Contract spend to date, by budget category
5. Specific to this Scope of Work
  1. HOST Required – The following information is reported in aggregate in HOST PROGRAMS Community Portal:
    - a. For all activities and subprograms covered in this contract
      - i. Qualitative narrative report on program successes and challenges
      - ii. Participant success stories
      - iii. Money Leveraged (Funds by source)
      - iv. Number of Female Headed Households
      - v. Number of Households with Someone Age 62+
      - vi. Number of Households with Someone with a Disability
      - vii. Number of Households Coming from Subsidized Housing
  2. Specific to this Scope of Work – The following information is to be reported by household in the Supplemental Data Eviction Defense template:
    - I. Aggregate Reporting Tab (reported monthly)
      - a. Number of unduplicated households provided full legal representation services in a pending eviction action
      - b. Number of unduplicated households provided brief service and legal advice in a pending eviction case
      - c. Number of households served on site at the City and County Building (1437 Bannock St Denver, CO 80202)
      - d. Number of households provided legal representation in a mediation prior to an eviction filing
      - e. Number of Female Headed Households
      - f. Number of Households with Someone Age 62+



- g. Number of Households with Someone with a Disability
- h. Number of Households Coming from Subsidized Housing

For Households receiving full legal representation or limited legal services (a. and b.), all unduplicated households shall be reported for each Reporting Period in the Household Detail Worksheet.

II. Quarterly Reporting Tab

- a. Identification Information
  - a. Organization
  - b. Program Name
  - c. Report Period Start and End Date
  - d. Service recipient name or unique identifier (Unique Identifiers need to match from monthly tab)
- b. Demographic Information
  - a. Address of household served
  - b. Zip code
  - c. Income Range (AMI)
  - d. Race and ethnicity of head household
- c. Intervention Section
  - a. Nature of Assistance (full representation or limited legal services)
  - b. Type of Alleged Lease Violation
  - c. Amount of Rent in Dispute
  - d. Whether household was denied full representation
  - e. If denied, then reason for denial
- d. Outcome Section
  - a. Case disposition/Outcome
  - b. Additional Outcomes
  - c. Prevented Eviction Judgment

1. Reporting Schedule

Report Due Date	Reports Due	
January 15th	Monthly aggregate report due	
February 15th	Monthly aggregate report due	Annual report due from prior year
March 15th	Monthly aggregate report due	Quarterly hh level report due
April 15th	Monthly aggregate report due	
May 15th	Monthly aggregate report due	
June 15th	Monthly aggregate report due	Quarterly hh level report due
July 15th	Monthly aggregate report due	
August 15th	Monthly aggregate report due	
September 15th	Monthly aggregate report due	Quarterly hh level report due
October 15th	Monthly aggregate report due	
November 15th	Monthly aggregate report due	

## IX FINANCIAL ADMINISTRATION

### A. Compensation and Methods of Payment

1. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
2. The method of payment to the Contractor by HOST shall be in accordance with established HOST procedures for 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.
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 15<sup>th</sup> 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. 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> or by US Mail to:  
Attn: Department of Housing Stability  
Financial Services Team  
201 W. Colfax Ave.  
Denver CO 80202

### C. Invoicing Requirements

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

6. 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.
7. The standardized HOST “Expense Certification Form” should be included with each payment request to provide the summary and authorization required for reimbursement.

#### **D. Payroll**

1. A 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.

#### **E. 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.

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

#### **G. 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.

#### **H. 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.

#### **I. 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 OMB Omni Circular cost principles, agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
6. Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
7. For contracts subject to Federal Agreements, the Contractor shall maintain separate accountability for HOST funds as referenced in 24 C.F.R. 85.20 and the OMB Omni Circular.
8. The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
9. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
10. The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to (1) Budgeting and Cost Allocation Plans; (2) Invoicing Process.
11. The Contractor will be responsible for all Disallowed Costs.
12. The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

#### **J. 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.

#### **K. 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.

#### **L. 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.

#### **M. 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.

**N. Collection of Amounts Due**

1. Any funds paid to a Contractor in excess of the amount to which the Contractor is determined to be entitled under the terms of the award constitute a debt to the 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.

**X. Budget**

**Contract Program Budget Summary**

<b>Contractor Name:</b>	<b>Colorado Proerty Law Project</b>				
<b>Project :</b>	<b>Denver Just Housing</b>	<b>City Contract #:</b>	<b>HOST- 202370757</b>		
<b>Budget Term:</b>	<b>11/1/2023 - 12/31/2024</b>				
<b>Program/Fiscal Year:</b>	<b>2023</b>				
<b>Budget Category</b>	<b>Affordable Housing Incentive Fee HOST Funding 2023</b>	<b>Total Costs requested from HOST</b>	<b>Agency Total</b>		<b>Budget Narrative</b>
<b>Personnel: Job Title</b>	<b>Amount</b>	<b>HOST Total</b>	<b>Amount</b>	<b>%</b>	
Housing Attorneys (Full Time Salary)	\$434,771	\$434,771	\$434,771	100.00%	Full-time/Salary wages 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. Short Description of position(s). Personnel in support of Subprogram 1: Direct Legal Advice and Representation
Intake Specialists (Full Time Salary)	\$158,000	\$158,000	\$158,000	100.00%	Full-time/ Salary wages 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. Short Description of position(s). Personnel in support of Subprogram 1: Direct Legal Advice and Representation
Housing Navigators (Full Time Hourly)	\$129,500	\$129,500	\$129,500	100.00%	Full-time/ Hourly wages 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. Short Description of position(s). Personnel in support of Subprogram 4: Housing Navigator
<b>Total Salary:</b>	<b>\$722,271</b>	<b>\$722,271</b>	<b>\$722,271</b>	<b>100.00%</b>	
<b>Fringe Benefits</b>	<b>\$100,000</b>	<b>\$100,000</b>	<b>\$100,000</b>	<b>100.00%</b>	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.
<b>Total Salary and Fringe Benefits:</b>	<b>\$822,271</b>	<b>\$822,271</b>	<b>\$822,271</b>	<b>100.00%</b>	
<b>Other Direct Costs</b>	<b>Amount</b>	<b>Subtotal</b>	<b>Amount</b>	<b>%</b>	



Client Support	\$5,000	\$5,000	\$5,000	100.00%	Items provided to clients. Must be allowable and related to the scope of work. These costs must be necessary to perform project's scope of work and must be identifiable to a high degree. CPLP pays for court costs and filings for its clients. In addition, CPLP incurs ad hoc expenses for its clients including transportation to court or CPLP location and occasional direct assistance with housing repairs or landlord fees (Subprogram 1)
Facilities	\$52,479	\$52,479	\$52,479	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.
Educational Material -Customers	\$2,250	\$2,250	\$2,250	100.00%	These costs must be necessary to perform project's scope of work and must be identifiable to a high degree. Production of educational materials under Self-Help Housing (Subprogram 2) and Direct Legal Advice and Representation (Subprogram 1)
Training	\$2,000	\$2,000	\$2,000	100.00%	Directly program-related training materials and registration fees. Transportation costs will be reimbursable for approved off-site training.
Professional Services	\$15,000	\$15,000	\$15,000	100.00%	Program-related expenses for services that require specialized or advanced knowledge or experience such as consulting, evaluations, specialized software or build outs, report preparation, security, pest control, etc. This is not for general IT expenses. Professional Services must be applicable to the scope of work.
Local Travel/Mileage	\$1,000	\$1,000	\$1,000	100.00%	Mileage reimbursement is equal to the current IRS allowable rate. CPLP employees travel to client sites. This includes parking and toll costs associated with program-related travel. Parking costs associated with operations at main job site is not allowable.
<b>Total Other Direct Costs</b>	<b>\$77,729</b>	<b>\$77,729</b>	<b>\$77,729</b>	<b>100.00%</b>	
<b>Total Salaries, Fringe and Other Direct Costs</b>	<b>\$900,000</b>	<b>\$ 900,000</b>	<b>900,000</b>	<b>100.00%</b>	
<b>Indirect Costs</b>					
<b>Indirect Costs</b>	\$100,000.00	\$100,000	\$100,000	100.00%	Indirect calculated 10% of Salaries, Fringe and Other Direct Costs
<b>Grand Total</b>	<b>1,000,000.00</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>100.00%</b>	