

## AMENDATORY AGREEMENT

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

### WITNESSETH:

**WHEREAS**, the Parties entered into an Agreement dated November 29, 2023 (the “Agreement”) to provide all required management and oversight of emergency shelter at 4040 Quebec St, Denver CO 80216, for people experiencing homelessness. This includes the ability to serve all diverse populations including but not limited to men, women, young adults aged 18 years-old through 24 years-old, and individuals who identify, express, and present as transgender, non-binary, and/or gender nonconforming; and

**WHEREAS**, the Parties now wish to amend the Agreement to extend the Term, decrease the Maximum Contract Amount and to make such other amendments as are herein set forth.

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

1. All references to “...Exhibit A...” in the existing Agreement shall be amended to read: “...Exhibit A and A-1...” as applicable. **Exhibit A-1** the Scope of Work is attached and will control from and after the date of execution.

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

“**3. TERM**: This Agreement will commence on December 1, 2023 and will expire, unless sooner terminated, on March 31, 2025 (the “Term”).”

3. Section 4 of the Agreement, entitled “**COMPENSATION AND PAYMENT**”, Subsection 4.4 entitled “**Maximum Contract Amount**” paragraph 4.4.1 is amended to read as follows:

“**4.4. Maximum Contract Amount**

**4.4.1** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed NINE MILLION TWO HUNDRED EIGHTY-TWO THOUSAND NINE HUNDRED THREE DOLLARS (\$9,282,903.00) (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including services performed by the Contractor beyond that specifically described in **Exhibits A and A-1**. Any services performed

beyond those in **Exhibits A and A-1** or performed outside the Term are performed at the Contractor's risk and without authorization under this Agreement."

4. A new section 43 entitled "**COMPLIANCE WITH DENVER WAGE LAWS**", is hereby being added to the Agreement to read as follows:

**"43. 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 rules, regulations, 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 law 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."

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

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

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Contract Control Number:** HOST-202476261-01/HOST 202369627-00  
**Contractor Name:** THE SALVATION ARMY

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

**SEAL** **CITY AND COUNTY OF DENVER:**

**ATTEST:** By: \_\_\_\_\_  
\_\_\_\_\_

**APPROVED AS TO FORM:** **REGISTERED AND COUNTERSIGNED:**  
Attorney for the City and County of Denver  
By: \_\_\_\_\_ By: \_\_\_\_\_

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

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

HOST-202476261-01/HOST 202369627-00  
THE SALVATION ARMY

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

Signed by:

  
B5A70D051FD7407...

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

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

ATTEST: [if required]

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

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

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

**SCOPE OF WORK**  
**DEPARTMENT OF HOUSING STABILITY**  
**THE SALVATION ARMY**  
**HOST-202476261-01**

**I. INTRODUCTION**

**Period of Performance Start and End Dates:** 12/1/2023 – 3/31/2025

**Project Description:**

This agreement is entered between the Department of Housing Stability (HOST) and The Salvation Army (TSA). The purpose is to utilize funding to provide all required management and oversight of emergency shelter at 4040 Quebec St, Denver CO 80216, for people experiencing homelessness. This includes the ability to serve all diverse populations including but not limited to men, women, young adults aged 18 years-old through 24 years-old, and individuals who identify, express, and present as transgender, non-binary, and/or gender nonconforming. The award amount for this contract is \$9,282,903.00.

<b>Funding Source:</b>	Homelessness Resolution Fund
<b>Project Name:</b>	Shelter Operations & Program
<b>Budget Type:</b>	Focused Cost Reimbursement
<b>Contractor Address:</b>	30840 Hawthorne Blvd. Rancho Palos Verdes, California, 90275
<b>Organization Type:</b>	Non-Profit

**II. SERVICES DESCRIPTION**

- A. TSA in partnership with other designated services providers will provide operations and programmatic Non-Congregate and Congregate shelter activities at this site from December 1, 2023, through March 31, 2025.
- B. TSA will serve approximately 1,000 unique households annually for areas serving as a Non-Congregate Shelter (NCS). In accordance with non-congregate shelter settings, all rooms may serve as single occupancy unless participants self-elect to share space.
- C. Designated Congregate areas such as the hotel ballrooms may be utilized as emergency and/or overflow congregate shelter for up to 300 individuals.
  - 1. Congregate shelter capacity may be revised based to meet Denver Fire and Community Planning and Development, and/or public health requirements.
  - 2. Congregate areas may be operated by TSA and/or with other service providers.

3. HOST may request TSA to activate congregate shelter and TSA will discuss the congregate shelter request with HOST. If TSA does not want to operate the congregate shelter, HOST may select a different partner to operate the congregate shelter.
- D. The Salvation Army, 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.

#### **E. Programming Services**

1. All shelter areas will utilize a 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 a safe environment.
  - b. Referrals to Non-Congregate shelter will be provided by city outreach to those experiencing unsheltered homelessness including:
    - i. Guests that may already have an identified housing exit for supportive housing, vouchers, or other housing assistance,
    - ii. Additional referral sources for the NCS program will be considered together with, and require the approval of, the City of Denver
  - c. Orientation and intake, including HMIS intake assessments, will be completed for each new guest including provision of a Guest handbook/expectations document.
  - d. Non-compulsory case management meetings will be offered, at a minimum weekly, for guests including at a minimum:
    - i. Direct, on-site provision of and/or partnerships and referral pathways to wraparound, housing-focused supportive services, inclusive of:
      - a. Mental health support,
      - b. Substance misuse treatment,
      - c. Workforce training,
      - d. Income acquisition
    - ii. Engagement with guests at least once a week to identify housing barriers and solutions and to provide financial assistance as needed.
    - iii. Housing Navigation will engage, recruit, maintain landlords, supports lease-ups, provides mediation, and coaches tenancy skills.
    - iv. Partner with organizations providing housing options leveraged through regional navigation campus, including supportive housing pipeline, vouchers through the Denver Housing Authority, the State Division of Housing, and other rehousing assistance as determined.
    - v. Shelter services staff will follow a Modified Critical Time Intervention Model and all services staff will be trained in this model of care.

- vi. All housing exits and housing focused case management efforts will be coordinated by HOST's Housing Command Center.
- e. Staff will be trained in de-escalation and safety procedures, as well as provide safe, equitable, and trauma informed services, including:
  - i. Training for all staff will include Non-Violent Crisis Prevention and Intervention (CPI) and Cardiopulmonary Resuscitation (CPR).
  - ii. Use a trauma-informed and client-centered approach to engage vulnerable populations.
  - iii. Support and provide resources for Limited English Proficient (LEP) individuals to ensure all guests have access to services in their language of choice.
  - iv. Provide resources and connections in the community for guests needing assistance with Activities of Daily Living (ADL).
- f. Full operating capacity is subject to TSA's ability to maintain the standard level of care in maintaining a safe work and shelter environment.

#### **F. NCS Operations**

1. Shelter Operations investments facilitate environments that are safe, hygienic, accessible, equitable, inclusive, and hospitable to all eligible shelter guests. Funding for shelter operations at this site include support of the day-to-day hospitable functions of NCS shelter areas, including the following.
  - a. Linen laundry services that shall provide laundered linens at minimum every seven (7) consecutive days of guests' stay (or as needed)
  - b. Basic maintenance support
  - c. Room amenities such as on-site parking (and parking management), internet, television, and telephone
  - d. Meals
  - e. Coordinating with security provider to ensure a secure point of entry and exit and screening to ensure registered guests only are accessing the Non-Congregate Shelter facilities.
  - f. Custodial support including sanitization of common areas.
  - g. Pest control
  - h. Storage
  - i. Vaccinated and non-aggressive pets will be allowed at the facility.
  - j. Transportation/transfers of guests
2. TSA and HOST will adhere to the Responsibility Matrix of Facility Related Services in Appendix A.
3. TSA will provide meals for guests that align with public health guidelines and nutritional quality. 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 such as trash removal from premises to exterior dumpsters and exterior litter removal, pest control, snow removal from sidewalks and entries, changing light bulbs, minor repairs to plugged toilets and leaky faucets.
5. 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.
6. 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.

**G. Congregate Shelter Operations**

1. HOST will work with TSA and any third-party operator to delineate shared expectations, roles, and responsibilities for congregate sheltering upon activations of congregate shelter operations.
2. The shelter 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.

**III. 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](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. Obtain consumer input at least quarterly. Gathering and utilizing consumer input ensures that the services provided effectively address the needs and preferences of the individuals/households served by this contractor. Feedback will collect information to ensure equity in access and outcomes. The City reserves the right to issue specific guidelines on the methods for collecting and integrating consumer feedback which may include use of a third-party evaluator. Details will be outlined in Program Standards documents.



5. 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 Program 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](#).

**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. OBJECTIVE AND OUTCOMES

Resources	Activities	Outputs	Metric	Outcomes	Metric	Impacts
Staff (1:40 ratio at all times, including managers  189 units at The Aspen  Support Services  Case Management  Service Plan for each guest  Homeless Management Information System (HMIS) use  Staff training  Program Policies  HOST funding	<ul style="list-style-type: none"> <li>24/7 shelter</li> <li>Bed &amp; bedding</li> <li>Shower access</li> <li>Laundry</li> <li>Hygiene supplies</li> <li>Meals</li> <li>Resource Navigation</li> <li>Reunification</li> <li>Vital document acquisition</li> <li>Relationship building</li> <li>OneHome Access</li> <li>Housing Search</li> <li>Referrals to health-related services</li> <li>Weekly Case Management meeting</li> <li>HMIS enrollments, annual assessments, case management notes, and exit assessments.</li> <li>HOST required trainings</li> <li>Implementation of best practices</li> <li>Timely submission of invoices</li> <li>Participant feedback</li> </ul>	Households served annually (inflow)	285	Average Length of Stay for Active	270 days	Reduce unsheltered homelessness  Improve Shelter System toward rehousing
		Households engaged in housing-focused case management	60%	Average Length of Stay for Leavers	120 days	
		Households receiving financial assistance	75%	Exits to permanent or stable housing	40%	
		Households obtain/maintain vital documents	75%			
		Households with completed OneHome Assessments	60%			
		Outflow (total exits) by destination	80%			
		Attendance of required HOST meetings	90%			

### 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.

## VI. 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 15<sup>th</sup> day of the month following each reporting period. Each narrative report will content information on program success, challenges, and funding leverage during the reporting period.

Report Type	Due Date
Quarterly Report for Dec 1, 2023 – March 31	April 15
Quarterly Report for April 1 – June 30	July 15
Quarterly Report for July1 – Sept 30	Oct15
Quarterly Report for Oct1 – Dec 31	Jan 15

- 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. 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 each calendar year 1000  
Year 1 (2023): 250  
Year 2 (2024): 750
  - 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.

## **VII. 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

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

**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 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 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.
3. 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.

## **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 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. 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 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.
10. The Contractor will be responsible for all Disallowed Costs.

11. 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.

**VIII. FUNDS WILL BE USED TO**

Funds in the amount of \$10,090,903.00 will be reduced by \$808,000.00 for a new total contract amount of \$9,282,903.00. Funds to TSA are to be utilized for the operation and programming at the Double Tree as a round-the-clock, non-congregate shelter to serve PEH experiencing unsheltered homelessness. This organization does not receive income from operations and non-personnel.

Contract	Amount
Base	\$10,090,903.00
1 <sup>st</sup> Amendment	\$9,282,903.00

**IX. Budget**

Contract Program Budget Summary					
Contractor Name:  Project :  Budget Term:  Program/Fiscal Year:	The Salvation Army				
	Double Tree (The Aspen)	City Contract #:	HOST 202476261		
	12/1/2023-03/31/2025				
	2023-2024				
Budget Category	Homelessness Resolution HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Personnel: Job Title	Amount	HOST Total	Amount	%	
Administrative Leadership	\$114,519	\$114,519	\$114,519	100.00%	Up to 6 positions where a 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 10 hours a week from start of project. Portion of pay for Assistant Director DMSS (ending August 2024), DMSS Director, Non-Congregate shelter director (ending August 204), Monitoring evaluation manager, Employment Pathways Manager, Family Housing Resolutions Director (Connection Center Coordination), Grants and Contracts Accountant.
DMSS Assistant Director	\$30,000	\$30,000	\$30,000	100.00%	(September 2024 through March 2025). 1 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.
Aspen Assistant Director	\$95,856	\$95,856	\$95,856	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.
Staff Trainer (Staff Enrichment Facilitator)	\$21,125	\$21,125	\$21,125	100.00%	1 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. Description: Provides training and onboarding to staff for programs directly related to the scope of work of this contract. Ensures contract compliance for training. December through March 2025.

Budget Category	Homelessness Resolution HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Safety and Wellness Coordinator	\$20,800	\$20,800	\$20,800	100.00%	<b>1 Full-time salary</b> 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: Risk management, provides crisis response, crisis debriefing, emergency response coordination, incident reports, manages securitas partnership.
Program Manager	\$90,000	\$90,000	\$90,000	100.00%	<b>1 Full-time salary</b> 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: Program manager that supports the leadership team and provides direct supervision to the shift supervisors and program assistants.
Shift Supervisors	\$278,380	\$278,380	\$278,380	100.00%	<b>Up to 4 Full-time salaries</b> 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: Shift supervisors will provide leadership and direct supervision to program assistants.
Maintenance Technician	\$405,475	\$405,475	\$405,475	100.00%	<b>Up to 7 Full-time salaries</b> 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 assistants	\$1,303,082	\$1,303,082	\$1,303,082	100.00%	<b>Up to 17 Full-time salaries</b> 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: Program assistants will provide direct micro-unit shelter services to program participants and temporary seasonal program assistant staff for winter weather.
Facilities Director	\$82,000	\$82,000	\$82,000	100.00%	<b>1 Full-time salary</b> 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	Homelessness Resolution HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Lead Housing Stabilization Case Manager (Post Shelter)	\$18,452	\$18,452	\$18,452	100.00%	<b>1 Full-time salary</b> 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: Lead Housingn Stabilization Case Manager to provide leadership and direct supervision to the Housing Stabilization Case Manager Team.
Housing Stabilization Case Manager (Post Shelter)	\$89,024	\$89,024	\$89,024	100.00%	<b>Up to 5 Full-time salaries</b> 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: Case managers provide housing stabilization services to newly housed participants to ensure housing success.
Lead Housing Case Manager	\$107,014	\$107,014	\$107,014	100.00%	<b>Up to 2 Full-time salaries</b> 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: Lead Housing Case Managers to provide leadership and direct supervision to the Housing Case Management Teams (focused on serving participants while in shelter).
Housing Case managers	\$622,305	\$622,305	\$622,305	100.00%	<b>Up to 12 Full-time salaries</b> 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: Housing focused case management staff to provide housing readiness tasks and direct housing navigation with the long-term goal of permanent housing.
Employment coaches	\$126,830	\$126,830	\$126,830	100.00%	<b>Up to 3 Full-time salaries</b> 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: Employment coaches to provide support to program participants in obtaining income and workforce training/development.

Budget Category	Homelessness Resolution HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Lead Resource Case Manager	\$71,904	\$71,904	\$71,904	100.00%	<b>1 Full-time salary</b> 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: Lead resource navigator to provide leadership and direct supervision to resourc navigation in developing drop-in resource navigation and support in linkage to existing resources in the community, intake into housing command center and Hotel Shelters.
Resource Case Manager (Intake/navigation center)	\$156,160	\$156,160	\$156,160	100.00%	<b>Up to 6 Full-time salaries</b> 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: Resource navigators to provide drop-in resource navigation and support in linkage to existing resources in the community, intake into housing command center, Hotel Shelters..
Quality assurance specialist	\$79,059	\$79,059	\$79,059	100.00%	<b>1 Full-time salary</b> 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: Quality assurance specialist to support in HMIS/Wellsky data collection and data quality.
Program Administrative Assistant	\$26,000	\$26,000	\$26,000	100.00%	<b>1 Full-time salary</b> 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: Provides direct support to the Double Tree program and manages procurement, on site training tracking, scheduling, and other associated tasks that are specific to the Double Tree program. This position is charged as a direct cost to the program and may not also be recovered as part of the Salvation Army's Indirect Costs. This position will be effective November through March 2025. <b>EXCLUDED FROM INDIRECT RATE CALCULATION</b>
<b>Total Salary:</b>	<b>\$3,737,985</b>	<b>\$3,737,985</b>	<b>\$3,711,985</b>	<b>100.70%</b>	

Budget Category	Homelessness Resolution HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Fringe Benefits	\$1,300,860	\$1,300,860	\$1,300,860	100.00%	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please refer to the scope of work section Financial Administration-Fringe Benefits.
<b>Total Salary and Fringe Benefits:</b>	<b>\$5,038,845</b>	<b>\$5,038,845</b>	<b>\$5,012,845</b>	100.52%	
<b>Other Direct Costs</b>	Amount	Subtotal	Amount	%	
Program Expenses & Supplies	\$400,000	\$400,000	\$400,000	100.00%	Program/Project-related supplies not given directly to a client and/or directly related to program function. May include repairs or replacement of infrastructure items in client units such as clients bed, mattress, dresser and microwave. Other items include client linens, client hygiene, toilet paper, janitorial supplies and shelter supplies. Please, refer to the Responsibility Matrix in Appendix A for other program expenses and supplies.
Guest Meals	\$2,000,273	\$2,000,273	\$2,017,728	99.13%	Meals for up to 360 guests per day. Includes all utensils and serving supplies.
Direct client assistance	\$70,025	\$70,025	\$70,025	100.00%	Items provided to clients including direct housing readiness assistance and direct assistance for ID, SS card, and bus passes and reunification transportation.
Facilities	\$200,671	\$200,671	\$200,671	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	\$663,734	\$663,734	\$663,734	100.00%	Professional Services includes bio cleanup, pest control, interpretation services, dryer cleaning, laundry services, custodial and temporary services. Please, refer to the Responsibility Matrix in Appendix A for other professional services expenses.
Staff Program/Project Training	\$16,000	\$16,000	\$16,000	100.00%	Program-related training materials and registration fees related this contract scope of work.
Minor Equipment	\$57,000	\$57,000	\$57,000	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. Includes printer lease costs, camera for package room and carpet cleaning machine. <b>EXCLUDED FROM INDIRECT RATE CALCULATION</b>
<b>Total Other Direct Costs</b>	<b>\$3,407,703</b>	<b>\$3,407,703</b>	<b>\$3,425,158</b>	99.49%	

Exhibit A-1

HOST 202476261-01 (Parent HOST 202369627-00)

Budget Category	Homelessness Resolution HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Total Salaries, Fringe and Other Direct Costs	\$ 8,446,548.00	\$ 8,446,548.00	8,438,003	100.10%	
Indirect Costs					
Indirect Costs	\$836,355.00	\$836,355	\$836,628	99.97%	Indirect calculated 10% of Allowable Salaries, Fringe and Other Direct Costs
Grand Total	9,282,903.00	9,282,903.00	9,274,631	100.09%	

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

<u>Services</u>	<u>Responsible Party</u>
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 parking lot, exterior common areas and all pet relief areas/pet waste)	TSA
Common Areas Maintenance- Ballroom	TSA
Common Areas Maintenance – Kitchen and Dining Area	TSA
Common Areas Maintenance – Smoking and Dog Run Areas	TSA
Common Areas Maintenance – Parking	City
Fire System (sprinklers, inspections)	City *
Fire Alarm Monitoring & Fire Phone Line	City
Security System hardware other than cameras /software	TSA
Security System Monitoring	TSA
Security System Phone Line	Not Applicable
Security Cameras	City
Security Patrol	City
Stationary Security Guard	TSA, If applicable
Telecom- Land Lines	City
Telecom- Cable TV	TSA
Telecom – Wi-Fi	TSA (self-owned network); City – main Wi-Fi
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, repairs without specialized tools or personnel	TSA – minor R&M without specialized tools i.e., plunging toilets, leaky faucets, change floor level light bulbs
PTAC Units	City *
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 *
Windows and doors	City *
Structural and roof	City *
Gutters and downspouts	City *
Damages caused by TSA's invitees	TSA
Other services not delineated in lease	TSA

\*Unless damage is caused by TSA or its invitees (including any pets, if any), in which case TSA pays for repair.