

FIRST AMENDATORY AGREEMENT

THIS FIRST AMENDATORY AGREEMENT 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 **THE COLORADO COALITION FOR THE HOMELESS**, a Colorado nonprofit corporation, whose address is 2111 Champa Street, Denver, CO 80205 (the “Contractor”), individually a “Party” and collectively the “Parties.”

RECITALS:

A. The Parties entered into an agreement dated March 7, 2023 (the “Original Agreement”) to provide housing and services for persons experiencing homelessness related to the City’s Supportive Housing Pay for Performance program, as further described in the Original Agreement; and

B. Rather than enter into a new contract, the Parties desire to revise the terms and conditions of the Original Agreement as they previously existed and further desire: 1) extend the Term, as that term is defined in Section 3 of the Original Agreement; 2) increase the Maximum Contract Amount, as that term is defined in Section 4.5.1 of the Original Agreement, payable to the Contractor; 3) supplement **Exhibit A** of the Original Agreement with the attached **Exhibit A-1**; 4) replace **Exhibit B** of the Original Agreement with the attached **Exhibit B-1**; and 5) to update Section 24 of the Original Agreement to bring it into conformance with current Denver Revised Municipal Code requirements, all for the purpose of business continuity and as further described herein.

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

1. Section 3 of the Original Agreement entitled “**TERM**” is hereby deleted and replaced in its entirety with the following:

“**3. TERM:** The Agreement will commence on January 1, 2023, and will expire, unless sooner terminated, on December 31, 2024 (the “Term”). Subject to the Director’s prior written authorization, the Contractor

shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.”

2. Section 4.5.1 of the Original Agreement is hereby deleted and replaced in its entirety with the following:

“**4.5.1.** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **Six Million, Seven Hundred and Fifty-Four Thousand Dollars and Zero Cents (\$6,754,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed by the Contractor beyond those in **Exhibit A** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

3. **Exhibit A** of the Original Agreement shall be supplemented by **Exhibit A-1**, which is attached hereto and incorporated herein by reference. **Exhibit A** and **Exhibit A-1** shall be collectively referred to in the Original Agreement as “**Exhibit A**,” and all references to **Exhibit A** in the Original Agreement shall be amended to also refer to **Exhibit A-1**.

4. **Exhibit B** of the Original Agreement shall be replaced in its entirety by **Exhibit B-1**, which is attached hereto and incorporated herein by reference. All references to **Exhibit B** in the Original Agreement shall be amended to refer to **Exhibit B-1** instead.

5. Section 24 of the Original Agreement entitled “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**” is hereby deleted and replaced in its entirety with the following:

“**24. [Reserved].**”

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

7. This First 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.

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[SIGNATURE AND EXHIBIT PAGES TO FOLLOW]

Contract Control Number: HOST-202371409-01/HOST 202265783-00
Contractor Name: THE COLORADO COALITION FOR THE HOMELESS

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

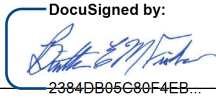
By:

By:

By:

Contract Control Number:
Contractor Name:

HOST-202371409-01/HOST 202265783-00
THE COLORADO COALITION FOR THE HOMELESS

By:  _____
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Name: Britta Fisher
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

SCOPE OF WORK

DEPARTMENT OF HOUSING STABILITY

THE COLORADO COALITION FOR THE HOMELESS

HOST-202371409-01

I. INTRODUCTION

Period of Performance Start and End Dates: 1/1/2024 – 12/31/2024

Project Description:

The purpose of this contract agreement is to provide a Department of Housing Stability (HOST) award for \$3,377,000.00. These funds will be provided to The Colorado Coalition for the Homeless (CCH) to be utilized for the Supportive Housing Pay for Performance (SHP4P) program.

Funding Source:	Special Revenue Fund
Project Name:	Supportive Housing Pay for Performance (SHP4P)
Budget Type:	Performance Based
Contractor Address:	2111 CHAMPA DENVER, Colorado, 80205
Organization Type:	Non-Profit

II. SERVICES DESCRIPTION

A. Overview

Provider will use an appropriate level of care based on clinical assessment, integrated with a flexible array of housing options delivered through an evidence-based Housing First approach to provide housing and supportive services for the costliest members of the “Super Utilizers” population (“SU”) as described below.

B. Enrollment

After an individual has been deemed eligible for the Project by passing the felony screen, the individual may be served by the Project. The Provider will process the referrals in accordance with the following Client pathway:

1. Pre-Engagement Period. Upon receipt of a Referral, Provider will attempt to engage the referred individual to participate in the Project as a Client. The City will assist Provider in locating and contacting individuals who are the subject of a Referral as follows: (a) the Offender Behavioral Health Services (OBHS) referral coordinator will link the unique research IDs back to the individual identifiers such as names and as much information as is available from the intake points on the master eligibility list.

2. Screening. Providers will engage participants for a minimum of three months, as described in the Evaluation Plan before stepping down the engagement and requesting a new referral. After being located, individuals must also pass the housing screen tool as described in the Evaluation Plan (the “Housing Screen”) to confirm homelessness and continue engagement toward housing placement. While the Housing Screen will only screen out any individuals who are not considered homeless according to the Housing Screen requirements, it will also screen for chronic homelessness which will help determine the most appropriate housing subsidy for the individual.
3. Assignment to Case Management Treatment Team and Clinicians. Within no later than 60 days of initial contact with the Client, Provider will assign the Client to a case management team. A full mental health assessment will be completed, a Treatment Plan (as defined below) for the Client will be established and implemented and other pressing needs will be identified.
4. Provider will directly provide Services for at least two hundred and forty-five (245) Clients during the contract period of January 1, 2024, through December 31, 2024.
5. Provider will enroll all individuals engaged in any steps two-four in HMIS using standard United States Department of Housing and Urban Development (HUD) enrollment.

C. Housing Services

1. From initial contact with the Client, Provider will assess the Client’s appropriate housing needs, establish a housing stability plan, and work with the Client to access and maintain appropriate housing.
2. Provider's housing placement and support services will include.
 - a. housing search and location
 - b. landlord outreach
 - c. lease negotiation
 - d. conflict mediation
 - e. subsidy administration and other key functions.
3. Provider will enter housing move-in dates and housing exits into HMIS monthly.
4. Provider will administer the housing subsidies from the Project Budget to allow Clients to lease scattered site housing in the community.
5. Provider will ensure that all Clients served have access to housing units that are affordable on an ongoing basis. This is defined as meaning that the tenant household ideally pays no more than 30% of its household income toward rent and utilities, and never pays more than 50% of income toward such housing expenses.

D. Supportive Services

All services will be voluntary and driven by individual choice. Recognizing that individuals may initially refuse assistance or services, Provider will assertively and creatively engage tenants, including engaging Clients multiple times and in multiple settings, to maximize participation in services. The delivery of all services will be guided by the principles of cultural competence, trauma informed care, recovery, and resiliency with an emphasis on building enrollee strengths and resources in the community, with family, and with their peer/social network.

1. Provider will offer and provide Clients with a variety of services as deemed clinically appropriate based on assessed needs. Services provided will be designed to help Clients
 - a. address barriers to housing stability,
 - b. manage mental illness and other disabling conditions,
 - c. reduce interaction with the criminal justice system (number of jail days), and
 - d. improve health outcomes.
2. At the outset of each Client's engagement in the Project, Provider will work collaboratively with the Client to develop a Treatment Plan.
3. Provider's Services will include, as appropriate for and desired by each Client's level of care needs, intensive case management, crisis intervention, substance use counseling, mental health treatment, peer support, skills building, connection to primary care, and various other services identified as necessary in each Client's Treatment Plan.
4. In addition, Provider will assertively engage and offer services to tenants to maximize their tenure in housing including assistance with maintaining their household and finances, independently performing activities of daily living, developing community living skills, maximizing tenant safety and security, guarding against predatory guests and illegal activity in their unit, and generally upholding the terms of their lease. Providers will actively communicate with landlords and property managers to advocate on behalf of tenants, prevent avoidable evictions, and intervene and mitigate crisis situations.
5. Provider will assess Client status at minimum quarterly, and track Client benefit acquisition and income changes, and update HMIS quarterly using Update Assessments.
6. A treatment plan ("Treatment Plan") will be developed consistent with the principles of Client choice, wellness, and recovery.
 - a. Provider will work with the Client to develop individualized goals in relation to housing such as housing stability and teaching housing skills. Other goals may be related to health maintenance, medication management, peer relations, social activities, relapse prevention and/or other individualized needs based on clinical necessity.
 - b. The Client will be primarily responsible for establishing the specific goals that define his/her desired quality of life.
 - c. The Treatment Plan will specify clinical interventions that will be used to assist Client in meeting identified goals.

- d. The Treatment Plan will define the roles and responsibilities of all parties involved in the development of the treatment plan.
 - e. The Treatment Plan may be used to help Clients identify, cultivate, and sustain relationships with peers, family members, neighbors, and others as clinically appropriate to create a network of support that will build the well-being of enrollees.
7. Commitment to Quality: The Contractor is required to commit to the provision of high-quality Supportive Housing, as described in the Corporation for Supportive Housing (“CSH”) Dimensions of Quality Supportive Housing Guidebook. The CSH Dimensions of Quality establish five key indicators of quality for Supportive Housing projects.
- a. All successful Supportive Housing projects include the following dimensions and are:
 - i. Tenant-centered: Tenants play an active role in planning the Supportive Housing project, and all partners share a common commitment to helping tenants thrive
 - ii. Accessible: Housing is affordable, in a location that meets tenants’ needs, and accommodates persons with special needs
 - iii. Coordinated: Roles, responsibilities and communication strategies are clearly established among the Supportive Housing partners, codified in written agreements, and revisited regularly
 - iv. Integrated: The project meets or exceeds community standards, and the partners actively engage in community dialogue
 - v. Sustainable: The project has funding that is adequate for its ongoing operations and allows it to target its intended tenants

E. Case Management & Treatment Team

- 1. Individuals will likely come from culturally and linguistically diverse backgrounds, requiring that Case Management & Treatment staff practice "cultural competence" which emphasizes the acquisition of cultural knowledge and the proper application of that knowledge when working with individuals from a variety of cultures. This requires that Case Management & Treatment staff understand and implement the following practices:
 - a. "Cultural humility" emphasizes adopting the perspective that individuals and families are the best source of information concerning cultural issues that impact their care.
 - b. "Cultural sensitivity" encourages providers to begin with the assumption that cultural differences exist even when none are apparent and continuously apply themselves to understanding as much as possible about the cultural lens through which each individual and family views and experiences the outside world.
- 2. Clients will have access to the Case Management & Treatment Team or mobile crisis support 24 hours a day, seven (7) days per week as needed based on level of care needs.

3. Housing Counseling Services. Each Client will have access to Housing Counseling services, it being understood that the Housing Counseling services may be provided by a designated Housing Specialist or by a case manager or other staff person with housing expertise.
4. The Case Management & Treatment Team shall operate substantially in accordance with the Corporation for Supportive Housing's (CSH'S), Dimensions of Quality Supportive Housing as provided here: https://www.csh.org/wp-content/uploads/2013/07/CSH_Dimensions_of_Quality_Supportive_Housing_guidebook.pdf
5. The Case Management & Treatment Team shall assist Clients in obtaining and maintaining permanent housing utilizing resources that are available through noncontract funded resources as applicable.
6. The Case Management & Treatment Team shall use clinical interventions such as motivational interviewing to assist the Client in engaging and linking with integrated health services, as deemed clinically appropriate.
7. The Case Management & Treatment Team shall assist each Client in obtaining supplemental income, health insurance and other federal, state, or local benefits for which he or she is eligible if Client is willing.
8. The Case Management & Treatment Team has final accountability for assuring that all services identified in the treatment plan are offered to all Clients, acknowledging that Client's ultimately have self-determination in regard to whether or not they engage in offered services.
9. The Case Management & Treatment Team shall deliver or collaborate with other community agencies to provide for the delivery of all services identified in the Treatment Plan.
10. Case management services will "meet Clients where they are" physically and figuratively. As a general rule, most case management services shall be provided in the field where Clients conduct their lives, in the Clients' home or in other community locations, allowing individuals to learn and practice skills in the actual environment where they will be using them, rather than in clinic or office settings.
11. The Case Management & Treatment Team, when appropriate and where in alignment with Client treatment plan, shall link enrollees with education services such as general education programs, technical/ trade schools and develop action steps in the Treatment Plan related to educational opportunities that will contribute to successful workforce participation.
12. The Case Management & Treatment Team shall take a Housing First approach to housing.
13. The Case Management & Treatment team shall work with enrollees to identify and access other medical and dental services.
14. The Case Management & Treatment Team shall provide or link Client with appropriate health promotion education.

15. If the Case Management & Treatment Team determines that an enrollee requires psychiatric inpatient care or other residential treatment, those services shall be provided through current agency processes. However, the Case Management & Treatment Team will provide continued contact with the enrollee and appropriate treatment staff.

F. Target Population: “Super Utilizers”

As described in the Evaluation Plan, the target population are adults who meet all of the following criteria (the “Super Utilizers” or “SU”):

1. Unsheltered homeless indicated by recent outreach contact with the Denver Street Outreach Collaborative (DSOC) or Strategic Outreach to Large Encampment (SOLE) programs at the time of referral: identified as transient having no address or providing the address of a shelter.
2. Determined to be eligible based on the administered Housing Screen.
3. High utilizers of City criminal justice and/or jail services, indicated by at least eight (8) arrests over a period of three years.
4. High utilizers for purposes of this Project includes preventable, inappropriate, or recurring use of high-cost County services such as:
 - a. Frequent arrests and/or jail days.
 - b. Frequent emergency department visits.
 - c. Frequent use of ambulance services.
 - d. Frequent use of Emergency Psychiatric Services.
 - e. Frequent medical hospitalization at Denver Health and Hospital.
 - f. Frequent use of Emergency Detoxification Services.
5. Require case management, primary medical care, behavioral health services, and/or dental services, and will likely need specialized substance abuse, mental health, and medical services; and
6. Likely have one or more of the following characteristics:
 - a. A history of poor adherence to medication regimens, and/or difficulties participating in structured activities to the extent that it impairs the ability to live independently without supportive services.
 - b. Be eligible for Medicaid and/or Supplemental Security Income ("SSI").
 - c. Be currently uninsured.
 - d. Have either no income or annual total income of less than \$15,000; and
 - e. Lack family or other support networks.
 - f. One or more disabilities.

G. Staffing Requirement

Staffing will be determined based on assessment of level of care needed. If appropriate, due to treatment needs the Client will receive modified ACT services and available funding resources. Provider will maintain a target staff to Client ratio of 1 staff to every 10 clients and no less than one staff person to every 12 clients when appropriate for a modified ACT Team assignment will be based on assessed level of need.

H. Operating Committee and Semi-Annual Meetings

1. Provider shall cause the Team Leader or a qualified designee to attend, in person or by phone, monthly Operational Meetings and to deliver all data and program metrics to the City as required under the Contract, including all required Reports.
2. Provider shall cause the Team Leader to attend, in person or by phone, any semiannual meetings requested by the City at least three business days prior to the meeting, provided that notice may be provided on one business days' notice if an urgent matter is on the agenda.

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
 - 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. PROGRAM BUDGET AND SUCCESS PAYMENTS

A. 2024 Budget

Payments are to be made in advance of each quarter by the Provider submitting a quarterly invoice to the City. Any “reimbursements” due to the City may be taken out of future payments if future payments exist at that time or will be remitted to the City if no future payments are due. The 2024 budget shall be: \$3,377,000.00.

2024				
Quarter	1 (Jan-Mar)	2 (Apr- Jun)	3 (Jul - Sept)	4 (Oct-Dec)
Invoice Deadline	April 30 th	July 31 st	October 31 st	January 31 st
Amount	\$844,250	\$844,250	\$844,250	\$844,250

B. Enrollment Adjustments

If Provider fails to enroll or maintain the target enrollment number for each quarter as outlined in the enrollment table below, Provider will reimburse the City ten thousand dollars (\$10,000) for every number of participants the Provider is below the target enrollment amount.

2024			
Q1	Q2	Q3	Q4
245	245	245	245

1. For purposes of this section, “enrollment” will be defined for each quarter as
 - a (1) being newly physically engaged by a Provider staff member, and receiving services as defined under this contract, *or*
 - b (2) currently housed.
2. If the inability to meet enrollment targets is solely due to the unavailability of housing vouchers or an inability to refer enough individuals for the program, the Provider may ask the City for a one-month extension in meeting that quarter’s targets.
 - a. If enrollment targets are still not met after the one-month extension, ongoing funding for services and for success payment will be proportionally reduced by the number of individuals the program was unable to enroll, and the Provider will reimburse the City \$5,000 for every individual that the program was below the original quarter’s target enrollment.

C. Third Year Housing Stability Success Payments/Reimbursement Calculation and Payment

1. “Third Year Housing Stability Success Payments/Reimbursement” means the payments, if any, that will be made by the City to Provider, or reimbursements, if any, made by the Provider to the City in accordance with this Section (as defined below).

2. **“Stable Participants”** Counted in **“Third Year Housing Stability Rate”** means each Participant that is housed on January 1, 2022, and either (i) achieves a minimum of one thousand ninety-five (1095) Days in Stable Housing (as defined below), or (ii) experiences an Early Exit Event (as defined below) by December 31, 2024. For purposes of clarity, such one thousand ninety-five (1095) day period is not required to occur within one calendar year.
3. **“All Eligible Participants** Counted in **“Third Year Housing Stability Rate”** means each Participant that is housed on January 1, 2022. To the extent a Participant is absent from their housing for more than one hundred and twenty (120) consecutive days after January 1, 2022, for any reason except an Early Exit Event, and they subsequently re-enter housing, their housing will not be eligible to be counted toward the Third Year Housing Stability Rate and they will be counted as one participant.
4. **“Days in Stable Housing”** means, with respect to each Participant, the total number of days that such Participant maintains a lease, sublease, or occupancy agreement in such Participant’s name; provided, however, that if such Participant is absent from such premises for a period of more than one hundred and twenty (120) consecutive days after January 1, 2022 for any reason except an Early Exit Event, the Days in Stable Housing shall be reset to zero for such Participant. Only the participant’s housing stay that is ongoing on January 1, 2022, will be considered towards the Days in Stable Housing for the Third Year Housing Stability Rate.
5. An **“Early Exit Event”** means, with respect to each Participant, the occurrence of any of the following events, before they achieve a minimum of one thousand ninety five (1095) Days in Stable Housing and before December 31, 2024, as certified by the City and County of Denver staff evaluator: (i) a Participant ceases to receive Services and has relocated to other permanent housing where such Participant is named on a lease, sublease, or occupancy agreement or obtains a letter from the leaseholder or owner of a premises that such Participant may reside in such premises on a permanent basis; (ii) a Participant enters a residential treatment program for a period not exceeding one hundred twenty (120) days to address a physical or behavioral health issue; (iii) a Participant is incarcerated for actions entirely occurring prior to becoming a Participant; and (iv) the death of a Participant.
6. **“Third Year Housing Stability Percentage”** will be calculated by the City and County of Denver staff evaluator by:
 - a (1) subtracting **“Early Exit Events”** from **“Stable Participants”** and from **“All Eligible Participants”**; and
 - b (2) dividing the total number of **“Stable Participants”** by the total number of **“All Eligible Participants”** in the given time period (as defined below) and multiplying such number by one hundred (100). The percentage will then be rounded to the nearest whole number using standard rounding rules. Decimal places going out to 0.5 and higher will be rounded up, and those ending in less than 0.5 will be rounded down.

Housing Stability Outcomes Observed Through	City & County of Denver Staff Evaluator Report Deadline	City Payment Deadline
12/31/2024	04/30/2025	06/15/2025

7. “Third Year Housing Stability Success Payments/Reimbursement” shall be calculated in accordance with the following table:

Three Year Housing Stability Percentage Payment/Reimbursement	
85% or greater*	City pays the equivalent of a 2.5% bonus on the entire contract amount or an amount not to exceed \$84,425
75% to 84%*	No payment adjustments made
70% to 74%*	Provider reimburses the City \$3,500 for every number of Participants the result is below the number of participants at the equivalent of a 75% Three Year Housing Stability Percentage, Fractions can be used to calculate number of Participants. Formula: $[(.75 \times \text{“All Eligible Participants”}) - \text{“Stable Participants”}] \times \$3,500$
Below 70%*	Provider reimburses the City \$5,000 for every number of Participants the result is below the number of participants at the equivalent of a 70% Three Year Housing Stability Percentage, or an amount not to exceed \$150,000.00 Fractions can be used to calculate number of Participants. Formula: $[(.70 \times \text{“All Eligible Participants”}) - \text{“Stable Participants”}] \times \$5,000$

*Standard rounding rules will be used in calculations. Example 84.5 or above = 85; 84.49 or lower = 84.

D. Data Quality

Data Quality (timeliness)	Payment/Reimbursement
85% or greater*	City pays the equivalent of a 2.5% bonus on the entire contract amount or an amount not to exceed \$84,425
70% to 84%*	No payment adjustments made
Below 70%*	Provider reimburses the City 1% of the contract amount up to 33,770

1. **Data Quality (timeliness)**” means at a minimum, Program Entry/Exit fields are to be entered within seven (7) calendar days (HMIS Data Quality report found in HMIS Canned Reports under HUD Reports tabs – item Q6 of the report). Annual assessments are due within Thirty-Seven (37) calendar days plus or minus of the client’s project start date each year. Quarterly Status Update assessments are used to determine which clients are still actively enrolled and are due in HMIS immediately upon learning about a client’s updated housing situation. Quarterly status updates are due once a quarter (or more often if there is a change) unless it falls during a quarter where the Annual Assessment has already been completed. Data timeliness will be measured at the end of the year for the performance period of January 2024 – December 2024 and will be based on Enrollment, Annual, and Exit Assessments. The assessments will be weighed evenly to determine overall timeliness.

Note: Standards on data timeliness are set according to the [COHMIS Data Privacy, Security, & Data Quality Plan](#). The HMIS Data quality report does not record timeliness for annual assessments. This will be evaluated manually by HOST using HMIS data.

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 15th day of the month following each reporting period. Each narrative report will contain information on program success, challenges, and funding leverage during the reporting period.

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

- C. HOST Programs Community will provide Contractor with an online forum to submit report for each reporting period. Supplemental reporting may be required when HMIS data and narrative reports are insufficient to demonstrate program impact. Submitted reports will be reviewed by the designated Program Officer for completeness, clarity, and accuracy.
- D. Upon execution of this contract, HOST will provide a user guide for using HOST Programs Community portal along with the required login information. Prior to the due date for the first required report, HOST will provide resources and support as needed or as requested by the Contractor to support the use of HOST Programs Community.
- E. Contractor may be required to submit a Contract Summary Report at the end of the contract period within 30 days after the Term End Date of this contract agreement.
- F. 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 – 245
Year 2024: 245
 - ii. Demographics of households served:
Demographic data of households served are monitored to ensure fair and equitable access to services. The scope of demographic data collected are specific to the needs of the program or any related funding sources. Demographic data can include but is not limited to race and ethnicity, income level, participant age/ age-group/ number of age-qualifying participants, disability status, mental health

condition, or gender identity.

The measures and benchmarks specified in the objectives and outcomes section.

2. Qualitative narratives: This includes reports on program successes and challenges, programmatic updates, and supplemental reports. These reports can be submitted through the Salesforce programs community.
3. Financial Data
 - a. Funding sources and amount included

4. Specific to this Scope of Work

a. Medicaid billing

At least twice annually, the Provider will analyze and report to the City, the total amount of services provided to Project participants that has been successfully billed to Medicaid and reimbursed to Provider. Target reporting dates are July 31, 2024, and January 30, 2025. The Provider will also report on ongoing conversations with the State's Medicaid agency and the local affiliates related to the Provider's ability to bill Medicaid for program related services.

1. With regard to services that are eligible for Medicaid reimbursement, the City of Denver is the payer of last resort. The Provider will make a good faith effort to maximize the number of services they are able to bill Medicaid under this contract.
2. To the extent Medicaid reimbursement increases by less than 30%, City funds shall be reallocated to current and future housing expenses. To the extent Medicaid reimbursement increases by 30% or more, the City and Provider shall renegotiate the project budget.
3. To the extent Medicaid reimbursement significantly decreases by fifteen percent or more, the City and Provider shall renegotiate the project budget related to services.

b. Housing Subsidy

Twice annually, Provider will analyze and report to the City the total amount of City funding that has been allocated to participant housing subsidies. Target reporting dates are July 31, 2024, and January 30, 2025.

c. SHP4P Housing Subsidy Assumptions

1. The Project Budget includes assumptions that participants will need the subsidy for the total number of months that they are enrolled, and that they will be making rental payments equivalent to 30% of their monthly adjusted income, budgeted based on average SSI benefit income.
2. In the interest of participants obtaining and maintaining permanent housing, it is beneficial for Provider to work with participants to increase their income, as well as to connect participants with an ongoing housing subsidy beyond the term of the Contract.
3. Housing subsidy savings created through connecting Clients with tenant-based vouchers or increases in Client income will be retained by Provider to house additional Participants or other Housing First Clients.

5. HMIS Data Quality reports (Required for all program reporting in HMIS - Homelessness resolution programs only): Data quality reports are a tool to assist with tracking data quality progress for client data entered into HMIS.
 - a. Data quality standards: The [COHMIS Data Quality Standards](#) determine expected data quality standards by project type. Timeliness is the primary data quality component assessed at HOST to support policies around voluntary client reporting. Table A below summarizes minimum data quality timeliness standards for each project.

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

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. Invoice requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies.
3. 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.
4. 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 quarterly 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.

C. 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.

D. 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.

E. 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.

F. Procurements

2. 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.
3. The Contractor will ensure selected vendor or proposer has required insurance once the Contractor identifies a successful vendor or proposer.
4. 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.
5. 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.

G. Monitoring Requirements

1. Monitoring may be performed by the program area, contract administration and financial services throughout the term of the agreement. Contractor will be notified in writing 30 days prior to facilitation of contract monitoring.
2. Program or Managerial Monitoring: The quality of the services being provided and the effectiveness of those services addressing the needs of the program. This may 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.

H. 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.

I. 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.

J. 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/13/2023

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

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

PRODUCER Edgewood Partners Insurance Center 404-781-1700 New York NY NY 10004	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Certificate Unit</td> </tr> <tr> <td>PHONE (A/C No. Ext): (404) 439-8000</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: certificate@epicbrokers.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A : Pinnacol Assurance</td> <td style="text-align: right;">NAIC # 41190</td> </tr> <tr> <td>INSURER B : Houston Specialty Insurance Company</td> <td style="text-align: right;">12936</td> </tr> <tr> <td>INSURER C : Philadelphia Indemnity Insurance Co</td> <td style="text-align: right;">18058</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	CONTACT NAME: Certificate Unit		PHONE (A/C No. Ext): (404) 439-8000	FAX (A/C, No):	E-MAIL ADDRESS: certificate@epicbrokers.com		INSURER(S) AFFORDING COVERAGE		INSURER A : Pinnacol Assurance	NAIC # 41190	INSURER B : Houston Specialty Insurance Company	12936	INSURER C : Philadelphia Indemnity Insurance Co	18058	INSURER D :		INSURER E :		INSURER F :	
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INSURED Colorado Coalition for the Homeless 2111 Champa Street Denver CO 80205	COLOCOA-01																				

COVERAGES **CERTIFICATE NUMBER: 1928221094** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2554569	5/23/2023	5/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2554569	5/23/2023	5/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB864027	5/23/2023	5/23/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			4054944	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C B C	Crime Cyber Liability Professional Liability			PHSD1716113 H23NGP208221-02 PHPK2554569	5/23/2023 5/23/2023 5/23/2023	5/23/2024 5/23/2024 5/23/2024	Limit 1,000,000 Limit 5,000,000 Limit \$1M/\$3M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Sexual Abuse and Molestation Policy #: PHPK2554569 Effective Dates: 5/23/2023-5/23/2024 Limit: \$1M/\$2M

Certificate holder is an additional insured with respect to liability where required by written contract. Coverage is primary and non contributory and a waiver of subrogation applies in favor of the certificate holder. Defense costs are outside the limits for General Liability. There is no exclusion for severability of interest. 30 days notice of cancellation is provided to the certificate holder.

CERTIFICATE HOLDER Department of Housing Stability City and County of Denver 201 W. Colfax Ave, Dept 615 Denver CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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