

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made 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, Colorado 80205 (the “Contractor” or Subrecipient”), jointly (“the Parties”).

WHEREAS, the Parties entered into an Agreement dated June 10, 2021, a First Amendatory Agreement dated October 13, 2021, to provide day-time integrated health services, including mental health, primary care, substance abuse, and case management providers in congregate shelter settings to prevent the spread of COVID-19 for people experiencing homelessness (collectively, the “Agreement”); and

WHEREAS, the Parties wish to modify the Agreement as set forth below.

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

1. Effective upon execution, all references to Exhibit A, and A-1 in the existing Agreement shall be amended to read Exhibits A, A-1 and A-2, as applicable. Exhibit A-2 is attached and will control from and after the date of execution.

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

“3. **TERM:** The term of the Agreement (“Term”) shall commence on January 1, 2021, and expire, unless sooner terminated, on September 30, 2023. Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the then current expiration date and the Term will extend until the work is completed or earlier terminated.”

3. Section 23 of the Agreement entitled **NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT** is hereby deleted in its entirety and replaced with:

“23. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

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

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform

work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

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

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

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

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

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

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

4. Section 26 of the Agreement entitled **NO DISCRIMINATION IN EMPLOYMENT** is hereby deleted in its entirety and replaced with:

“26. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or

discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

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

6. This Second 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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Contract Control Number: HOST-202264809-02/HOST-202157443-02
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-202264809- 02/HOST-202157443-02
THE COLORADO COALITION FOR THE HOMELESS

By:  _____
DocuSigned by:
John Parvensky
CB0DB8BE0E684A5...

Name: John Parvensky
(please print)

Title: President and 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-202264809-02

I. INTRODUCTION

Period of Performance Start and End Dates: 1/1/2021 – 9/30/2023

Project Description:

The purpose of this contract agreement is to amend and extend the term between the Department of Housing Stability (HOST) and The Colorado Coalition for the Homeless (“CCH”) for a total subaward of \$932,358.00. These funds will be provided to CCH to be utilized for the Emergency Solutions Grant-Corona Virus, Emergency Shelter program to provide emergency shelter activities at 4600 East 48th Avenue including outpatient and mental health care and case management. These ESG-CV activities are awarded by HOST to prevent the spread of COVID-19 among people experiencing homelessness.

This subaward is not for Research and Development.

Funding Source:	ESG-CV
Project Name:	ESG-CV Emergency Shelter
Activity Name:	Essential Services
Federal Award ID (FAIN) #:	E-20-MW-08-0005
Federal Award Date:	8/28/2020
Federal Awarding Agency:	U.S. Housing and Urban Development (HUD)
Pass-Through Entity	City and County of Denver
Awarding Official:	U.S. Housing and Urban Development (HUD) Community Planning and Development Region VIII 1670 Broadway Street Denver CO 80202-4801
UEI #:	QZP9FEB7U672
CFDA#:	14.231
SAM.gov Expiration Date:	12/1/2022
Contractor Address:	2111 Champa Street Denver, CO 80205
Organization Type:	Non-profit

II. SERVICES DESCRIPTION

A. Overview

1. CCH will provide HUD, ESG-CV Emergency Shelter Activities to 1300 unduplicated clients. CCH will provide day-time integrated health services located within an emergency shelter at 4600 E 48th Ave Denver, CO 80216 to people experiencing homelessness. This ESG-CV award supports integrated health staffing, including mental health, primary care, substance abuse and case management providers. These services work to prevent the spread of COVID-19 for people experiencing homelessness by providing health services on site in congregate shelter settings.
2. These activities are designed to increase the quantity and quality of temporary shelters provided to homeless people, through the renovation of existing shelters or conversion of buildings to shelters, paying for the operating costs of shelters, and providing essential services.
3. Essential Services funded through this contract include:
 - a. Outpatient Health Services—primary care services and referrals to create better short- and long-term health outcomes for people experiencing homelessness including
 - b. Mental Health Services—mental health treatment and referrals, including crisis management and treatment for people with a persistent and severe mental health disorder, for people experiencing homelessness
 - c. Substance Abuse Treatment Services—substance use treatment services and referrals, including harm reduction approaches and MAT-referrals, for people experiencing homelessness
 - d. Case Management Services—case management to address and resolve barriers to health, and to assist clients in obtaining safe and permanent housing, for people experiencing homelessness
4. CCH is responsible to ensure that staff are appropriate qualified and credentialed
5. The main location for services will be provided at the Emergency Shelter located at 4600 E. 48th. The recipient or subrecipient does not need to limit these services or shelter to a particular site or structure, so long as the site or structure serves the same type of persons originally served with the assistance (*e.g.*, families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or serves homeless persons in the same area where the recipient or subrecipient originally provided the services or shelter.
6. CCH will provide prescription support services to shelter residents through partnering with the Stout Street Health Center (SSHC) outpatient pharmacy, located within another CCH health center site.

B. Definitions and Terms

1. ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless

assistance and homelessness prevention activities to mitigate the impacts of COVID-19.

2. CARES Act Provisions
 - a. Up to 10 percent of funds may be used for administrative costs, as opposed to 7.5 percent as provided by 24 CFR 576.108(a)
 - b. The funds are exempt from the ESG match requirements, including 24 CFR 576.201.
 - c. While we encourage you to offer treatment and supportive services when necessary to assist vulnerable homeless populations, individuals and families experiencing homelessness must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used, notwithstanding 24 CFR 576.401(e)
3. Emergency shelter means any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements. Any project funded as an emergency shelter under a Fiscal Year 2010 Emergency [Shelter] grant may continue to be funded under ESG.
4. According to this criterion, if the day shelter's primary purpose is to provide temporary shelter for the homeless in general or specific subpopulations of the homeless, and the day shelter does not require occupants to sign leases or occupancy agreements, then the day shelter meets the emergency shelter definition and may be funded as an emergency shelter under ESG. Also, the primary purpose must be evident in the shelter's features; at a minimum, homeless people must be able to stay in the facility for as many hours as it is open
5. In addition, for a day shelter to use ESG funds to serve people as an emergency shelter, the facility must follow the requirements that apply to ESG recipients and subrecipients with respect to those funds and activities. For example:
 - a. Each client must be homeless and must be evaluated for eligibility and assistance needed. This evaluation must be conducted in accordance with 24 CFR § 576.401(a).
 - b. Each client's eligibility and homeless status must be documented in accordance with the requirements in 24 CFR § 576.500(b).
 - c. Client and activity data must be entered into the local HMIS. This must be completed in accordance with the requirements in 24 CFR § 576.400(f); and
 - d. The shelter must follow the written standards (required under 24 CFR § 576.400(e)) related to emergency shelters and essential services, including:
 - i. Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, e.g., victims of

- domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest; and
- ii. Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter.
6. **Note:** If a shelter serves both eligible and ineligible clients under ESG, then the shelter's eligible costs must be allocated in proportion to "the relative benefits received," as set forth in the OMB Cost Principles. For more information about this, please see OMB Circular A-122:
http://www.whitehouse.gov/omb/circulars_a122_2004
7. Eligible costs for Emergency Shelter:
- a. Renovation, including major rehabilitation or conversion, of a building to serve as an emergency shelter. The emergency shelter must be owned by a government entity or private nonprofit organization. The shelter must serve homeless persons for at least 3 or 10 years, depending on the type of renovation and the value of the building. Note: Property acquisition and new construction are ineligible ESG activities. There are exemptions for ESG-CV funding.
 - b. Essential Services, including case management, childcare, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, transportation, and services for special populations.
 - i. Program participant means an individual or family who is assisted under ESG-CV program.
 - ii. Case management. The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant is eligible. Component services and activities consist of: using the centralized or coordinated assessment system as required under § 576.400(d); conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility; counseling; developing, securing, and coordinating services and obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and developing an individualized housing and service plan, including planning a path to permanent housing stability.
 - iii. Outpatient health services. Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals. Emergency Solutions Grant (ESG) funds may be used only for these services to the extent that other appropriate health

- services are unavailable within the community. Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants to understand their health needs; providing directly or assisting program participants to obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services; providing medication and follow-up services; and providing preventive and non-cosmetic dental care.
- iv. Mental health services. Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions. ESG funds may only be used for these services to the extent that other appropriate mental health services are unavailable or inaccessible within the community. Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management. Eligible treatment consists of crisis interventions; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.
 - v. Substance abuse treatment services. Eligible substance abuse treatment services are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals. ESG funds may only be used for these services to the extent that other appropriate substance abuse treatment services are unavailable or inaccessible within the community. Eligible treatment consists of client intake and assessment, and outpatient treatment for up to 30 days. Group and individual counseling and drug testing are eligible costs. Inpatient detoxification and other inpatient drug or alcohol treatment are not eligible costs.
 - c. Shelter Operations, including maintenance, rent, repair, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.
 - d. See 24 CFR 576.103. for more information
 8. The following DO NOT qualify as eligible emergency shelters for ESG:
 - a. A doctor's office or other facility where a person can only stay for the time of his/her appointment.
 - b. Multi-purpose service centers serving all people in need; or

- c. Stand-alone food pantries/soup kitchens/cafeterias.
9. Communities should fund activities in day shelters that are targeted to people who are sleeping on the streets or in emergency shelter.
10. Note also that the costs of services such as case management and mental health services provided to homeless persons in the shelter would be eligible under essential services, as long as the costs comply with the rule (see 24 CFR § 576.100(d) and § 576.102, especially). The costs of providing laundry facilities or meals in the shelter would be eligible under shelter operations, as long as the costs comply with the rule (see 24 CFR § 576.100(d) and 576.102, especially).
11. For emergency shelter, beneficiaries must meet the “homeless” definition in 24 CFR 576.2. For essential services related to emergency shelter, beneficiaries must be “homeless” and staying in an emergency shelter (which could include a day shelter).
 - a. See HUD Homeless Definitions:
https://files.hudexchange.info/resources/documents/HomelessDefinition_RecordingKeepingRequirementsandCriteria.pdf

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.

B. The City will:

1. Provide signage that includes information about the City and County of Denver’s Anti-Discrimination Office.

IV. EQUITY ACCESS AND OUTCOMES

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

reviewing data, and will discuss your program's progress or challenges towards racially equitable services and outcomes at site visits and monitoring.

V. FUNDS WILL BE USED TO

A. CCH will use the ESG/ESG-CV funds in this contract for ESG-CV Emergency Shelter Activities:

1. Essential Services, including case management, outpatient health services, life skills training, mental health services, substance abuse treatment services, transportation, and services for special populations.
2. Shelter Operations, including maintenance, rent, repair, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.
3. Administration Up to 7.5 percent, 10% of CARES funding, of a recipient's allocation can be used for Administrative activities. These include general management, oversight, and coordination; reporting on the program; the costs of providing training on ESG requirements and attending HUD-sponsored ESG trainings; the costs of preparing and amending the ESG and homelessness-related sections of the Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER); and the costs of carrying out environmental review responsibilities.

Total Contract Amount	\$ 932,358.00
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VI. OBJECTIVE AND OUTCOMES

A. Household Characteristics

1. Number of households that exited the program within the reporting period and contract period to date
 - a. Data Source: HMIS
2. Number and percentage of heads of household by race, ethnicity, gender, age, and income at entry (if reported in HMIS for program type) and household size
 - a. Data Source: HMIS

B. Data quality

1. In order to determine the accuracy and comprehensiveness of the reporting on the performance measures, Contractor will submit an HMIS Data Quality Report on the program for each reporting period.
 - a. Data source: HMIS

C. Shelter Clinic Services

1. Process Measure: Number of unique individuals served in clinic services each day
 - a. Data Source: HMIS
2. Process Measure: Referrals to specialty medical services
 - a. Data source: HMIS
 - b. Measure: Number of households with at least one primary medical treatment referral in reporting period and contract period to date; Total number of referrals to primary medical treatment made during the reporting period

3. Process Measure: Mental health treatment provided directly
 - a. Data source: HMIS
 - b. Measure: Number of unique individuals directly provided mental health treatment in reporting period and contract period to date; Total number of mental health treatment services directly provided during reporting period.
4. Process Measure: Substance use treatment provided directly
 - a. Data source: HMIS
 - b. Measure: Number of unique individuals directly provided substance use treatment in reporting period and contract period to date; Total number of substances use treatment services directly provided during reporting period.
5. Process Measure: Primary medical treatment provided directly
 - a. Data source: HMIS
 - b. Measure: Number of unique individuals directly provided primary medical treatment in reporting period and contract period to date; Total number of primary medical treatment services directly provided during reporting period.
6. Process Measure: Number and percentage of unique individuals directly provided case management in reporting period and contract period to date.
 - a. Source: HMIS
 - b. Benchmark: At least 50% of all guests served within the reporting period
7. Outcome Measure: Number and percentage of all households who exit to a stable or permanent housing solution
 - a. Source: HMIS
 - b. Benchmark: At least 37.5% of households who exit the shelter program
 - c. Note: This will be measured from the destination at exit field in HMIS, categories will be grouped into permanent housing, stable housing, and other destinations.

VII. Reporting

- A. Data collection is required and must be completed demonstrating eligibility and progress toward meeting the indicators contained in this Scope of Work. Disbursement of funds is contingent based on the ability to collect the required information.
- B. Contractor will submit reports via the online portal provided to the contractor (unless otherwise specified). Reports will be due on the 15th day of the month following the end of the reporting period unless otherwise specified.
- C. The portal provides the Contractor with an online form in which to enter data for the reporting period. Supplemental forms and information may be required by HOST. The online portal and any supplemental requirements provide HOST with the quantitative and qualitative information necessary to determine Contractor's progress towards meeting the indicators contained in this Scope of Work. Submitted forms will be reviewed by the designated Program Officer for completeness, clarity, and accuracy.
- D. Upon execution of this contract, HOST will provide a user guide for using the portal along with the required login information. Prior to the due date for the first required report, HOST shall provide training as needed or requested by the Contractor to support the online portal.
- E. Contractor may be required to submit a Contract Summary Report at the end of the contract period within 30 days after the Term End Date of this contract agreement.

F. INDICATORS**1. HOST Required**

- a. Qualitative narrative report on program successes and challenges
- b. Participant success stories
- c. Money Leveraged (Funds by source)
- d. Number of Households served:
 - i. Households proposed to be served over contract term: 1300
 - ii. Total households served this report period
 - iii. Unduplicated households served this report period
 - iv. Unduplicated households served contract period to date
- e. Number of households served who are experiencing homelessness
- f. Number of households by race and ethnicity of head of household:
- g. Number of households that include someone age 62 and older
- h. Number of households that include a person with a disability
- i. Income Levels of people/family: *optional for Homelessness Resolution program types that do not require income collection (e.g., shelter)

B. Specific to this Scope of Work

- a. Match Reports – Match not required for ESG-CV Funds
- b. Match Certification – Match not required for ESG-CV Funds
- c. Contractor must complete and upload Consolidated Annual Performance and Evaluation Report (CAPER) to the appropriate HUD system within 30 days of program completion. A link will be provided by the Program Officer

VIII. HUD Grantee Program Requirements**A. The Federal Funding Accountability and Transparency Act (FFATA)**

- 1. In the business or organization's preceding completed fiscal year, the business or organization The Colorado Coalition for the Homeless did not receive: (1) 80 percent or more of annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements:

B. Integrated Disbursement and Information System Reporting

A nationwide database, Integrated Disbursement and Information System (IDIS) is utilized to capture HUD information for reporting and to monitor grantees progress.

HOST will provide the format of the performance report to the Contractor. The information reported must include progress on the indicators outlined in this Scope of Work. The report includes current and cumulative (year-to-date) indicator information. Information on the overall progress of the program and/or project should be reported in the narrative section of the report. An explanation must be included in the narrative section of the report, if the project is not being performed in a timely manner.

IX. Homeless Management Information System (HMIS)

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

The contractor, in addition to the HUD requirements, shall conform to the HMIS policies and procedures established and adopted by the Metro Denver Homeless Initiative (MDHI) Continuum of Care (CoC). These are outlined in the COHMIS Policies and Procedures², and the COHMIS Security, Privacy and Data Quality Plan³.

Metro Denver Homeless Initiative (MDHI) is the implementing organization for the (HMIS). The HMIS software is called Clarity.

Contractor's aggregate HMIS performance data for projects may be shared with the funder and the community to improve system performance and assist with monitoring. MDHI will monitor contractor compliance and performance on an annual basis through a site visit.

Technical assistance and training resources for HMIS are available to the Contractor via the COHMIS Helpdesk.⁴

X. FINANCIAL ADMINISTRATION

A. Compensation and Methods of Payment

1. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
2. The method of payment to the Contractor by HOST shall be in accordance with established HOST procedures for line-item reimbursements. Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Vouchers should be submitted within thirty (30) days of the actual service, expenditure or payment of expense.
3. The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget

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

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

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

⁴ <https://cohmis.zendesk.com>

4. Invoices and reports shall be completed and submitted on or before the 15th of each month following the month services were rendered 100% of the time. Contractor shall use HOST's preferred invoice template, if requested. HOST Financial Services may require a Cost Allocation Plan and budget narrative for detailed estimated description and allocation of funds. This is dependent upon funding source and program requirements.
5. Invoices shall be submitted to HOST at hostap@denvergov.org or by US Mail to:
Attn: Department of Housing Stability
Financial Services Team
201 W. Colfax Ave.
Denver CO 80202

B. Budget Modification Requests

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

C. Vouchering Requirements

1. In order to meet Government requirements for current, auditable books at all times, it is required that all vouchers be submitted monthly to HOST in order to

be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.

2. No more than four (4) vouchers may be submitted per contract per month, without prior approval from HOST.
3. All vouchers for all Agreements must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout.
4. City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.
5. For contracts subject to Federal Agreements, only allowable costs determined in accordance with 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (the “OMB Omni Circular”) applicable to the organization incurring the cost will be reimbursed.
6. The reimbursement request, or draw request, for personnel and non-personnel expenses should be submitted to the City on a monthly basis, no later than the 15th day of the following month for expenses incurred in the prior month. The request for reimbursement should include:
 - a. Amount of the request in total and by line item;
 - b. Period of services for current reimbursement;
 - c. Budget balance in total and by line item;
 - d. Authorization for reimbursement by the contract signatory (i.e., executive director or assistant director).
7. If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to HOST prior to the draw request.
8. The standardized HOST “Expense Certification Form” should be included with each payment request to provide the summary and authorization required for reimbursement.

D. Payroll

1. A summary sheet should be included to detail the gross salary of the employee, amount of the salary to be reimbursed, the name of the employee, and the position of the employee. If the employee is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be shown on the timesheet as described below. Two items are needed for verification of payroll: (1) the amount of time worked by the employee for this pay period; and (2) the amount of salary paid to the employee, including information on payroll deductions.
2. The amount of time worked will be verified with timesheets. The timesheets must include the actual hours worked under the terms of this contract, and the

actual amount of time worked under other programs. The total hours worked during the period must reflect all actual hours worked under all programs including leave time. The employee's name, position, and signature, as well as a signature by an appropriate supervisor, or executive director, must be included on the timesheets. If an electronic time system is used, signatures are not required. If the timesheet submitted indicates that the employee provided services payable under this contract for a portion of the total time worked, then the amount of reimbursement requested must be calculated and documented in the monthly reimbursement request.

3. A payroll registers or payroll ledger from the accounting system will verify the amount of salary. Copies of paychecks are acceptable if they include the gross pay and deductions.

E. Fringe Benefits

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

F. General Reimbursement Requirements

1. Invoices: All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Contractor and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.

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

G. Program Income

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

H. Financial Management Systems

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

1. Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal and/or city financial reporting requirements.

2. Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
3. Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property and it must be assured that it is used solely for authorized purposes.
4. Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
5. For contracts subject to Federal Agreements, applicable OMB Omni Circular cost principles, agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
6. Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
7. For contracts subject to Federal Agreements, the Contractor shall maintain separate accountability for HOST funds as referenced in 2 C.F.R. 200.
8. The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
9. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
10. The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to Budgeting and Cost Allocation Plans, and Vouchering Process.

I. Audit Requirements

1. For Federal Agreements subject to 2 C.F.R. 200, a copy of the final audit report must be submitted to the HOST Financial Manager within the earliest of thirty

(30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the period audited.

2. A management letter, if issued, shall be submitted to HOST along with the reporting package prepared in accordance with 2 C.F. R. 200. If the management letter is not received by the subrecipient at the same time as the Reporting Package, the Management Letter is also due to HOST within thirty (30) days after receipt of the Management Letter, or nine (9) months after the end of the audit period, whichever is earlier. If the Management Letter has matters related to HOST funding, the Contactor shall prepare and submit a Corrective Action Plan to HOST in accordance with 2 C.F.R. 200 for each applicable management letter matter.
3. All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **HOST Financial Services Team**.
4. The Contractor will be responsible for all Questioned and Disallowed Costs.
5. The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

J. Procurement

1. The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services (including insurance) supplies, or other property that costs more than ten thousand dollars (\$10,000) in the aggregate.
2. The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
3. For contracts subject to federal agreements, if there is a residual inventory of unused supplies exceeding five thousand dollars (\$5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other federally sponsored programs or projects the Contractor will compensate the awarding agency for its share.

K. Bonding

1. If applicable, for contracts subject to federal agreements, HOST may require adequate fidelity bond coverage, in accordance with 2 C.F.R. 200, where the subrecipient lacks sufficient coverage to protect the Federal Government's interest.

L. Records Retention

1. In addition to the records requirements contained in the Agreement, the Contractor (or subrecipient) must also retain for seven (7) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
2. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.

M. Contract Close-Out

1. All Contractors are responsible for completing required HOST contract close-out forms and submitting these forms to their appropriate HOST Contract Specialist within sixty (60) days after the Agreement end date, or sooner if required by HOST in writing.
2. Contract close out forms will be provided to the Contractor by HOST within thirty (30) days prior to end of contract.
3. HOST will close out the award when it determines that all applicable administrative actions and all required work of the contract have been completed. If Contractor fails to perform in accordance with this Agreement, HOST reserves the right to unilaterally close out a contract, “unilaterally close” means that no additional money may be expended against the contract.

N. Collection of Amounts Due

1. Any funds paid to a Contractor in excess of the amount to which the Contractor is determined to be entitled under the terms of the award constitute a debt to the Federal Government and the City, if not paid within a reasonable period after demand HOST may:
 - a. make an administrative offset against other requests for reimbursements;
 - b. withhold advance payments otherwise due to the Contractor; or
 - c. other action permitted by law.
2. The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to Budgeting and Cost Allocation Plans, and Vouchering Process.

XI. Budget

Contract Program Budget Summary						
Contractor Name:	Colorado Coalition for the Homeless		City Contract #:	HOST-202264809-02		
Project :	ESG-CV Emergency Shelter - Essential Services					
Contract Term:	From:	1/1/2021	To:	9/30/2023		
Program/Fiscal Year:	2022					
Budget Category	Agency Total (All Funding Sources for Agency)	ESG-CV HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Essential Services	Total	Amount	Subtotal	Amount	%	
PRIMARY CARE MEDICAL PROVIDER	\$74,038	\$74,038	\$74,038	\$74,038	100.00%	Salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: the Primary Care Medical Provider, a physician, nurse practitioner, or physician assistant, provides comprehensive, integrated primary care services for both acute and chronic health conditions.
BEHAVIOR HEALTH PROVIDER	\$0	\$0	\$0	\$0		Salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: the Behavioral Health Provider provides direct clinical behavioral health care to clients experiencing acute and chronic behavioral health conditions.
PSYCHIATRIC PROVIDER	\$0	\$0	\$0	\$0		Salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: the Psychiatric Provider, a physician or psychiatric nurse practitioner, provides direct clinical psychiatric care, including management of psychiatric medications.
REGISTERED NURSE	\$35,745	\$35,745	\$35,745	\$35,745	100.00%	Salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: the Registered Nurse provides clinical support and direct clinical services including wound care and patient education.
MEDICAL ASSISTANT	\$25,505	\$25,505	\$25,505	\$25,505	100.00%	Salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: the Medical Assistant provides clinical support to the integrated health care team.
MEDICAL ASSISTANT SUPERVISOR	\$101,113	\$101,113	\$101,113	\$101,113	100.00%	Salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: The Medical Assistant Supervisor provides clinical support and site leadership to the integrated health care team and supervises the Medical Assistant.

Exhibit A-2

HOST 202264809-02 (Parent # HOST 202157443-02)

Budget Category	Agency Total (All Funding Sources for Agency)	ESG-CV HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
CASE MANAGER	\$1,000	\$1,000	\$1,000	\$1,000	100.00%	Salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: the Case Managers assists patients in recognizing and defining their service needs. Case managers build relationships with patients with the goal of housing, benefits and other resources needed to resolve the individual's homelessness and also regularly consult with client's healthcare team to update treatment plans or modify interventions, as needed.
CLIENT ACCESS REPRESENTATIVE	\$56,041	\$56,041	\$56,041	\$56,041	100.00%	Salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: the Client Access Representative provides operational support to the integrated health care team and functions as the site receptionist, greeting patients and assisting them with appointments and other non-clinical needs.
CLIENT ACCESS COORDINATOR / SITE LEAD	\$72,118	\$72,118	\$72,118	\$72,118	100.00%	Salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: The Client Access Coordinator / Site Lead provides operational support to the integrated health care team and functions as the site's administrative lead.
SAFETY ASSOCIATE	\$0	\$0	\$0	\$0		Salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits.
MAINTENANCE TECHNICIAN	\$508	\$508	\$508	\$508	100.00%	Salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits.
PROGRAM MANAGER/DIRECTOR	\$1,639	\$1,639	\$1,639	\$1,639	100.00%	Salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits.
Total Salary	\$367,708	\$367,708	\$367,708	\$367,708	100.00%	
Fringe Benefits	\$84,570	\$84,570	\$84,570	\$84,570	100.00%	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please see section Financial Administration E. Fringe Benefits.
Total Personnel	\$452,277	\$452,278	\$452,278	\$452,278	100.00%	
Client Support (no indirects for CCH)	\$ 4,756.84	\$4,757	\$4,757	\$4,757	100.00%	Items given directly to clients/patients that may include food, transportation, vouchers, gas cards, toiletries/hygiene items, pre-paid phones or data plans, clothing and other items to support the patient's health.

Budget Category	Agency Total (All Funding Sources for Agency)	ESG-CV HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Program Expenses & Supplies (no indirects for CCH)	\$ 143,067.60	\$143,068	\$143,068	\$143,068	100.00%	Includes costs related to clinic startup and ongoing operations including medical equipment (exam tables and furniture, diagnostic equipment, lab refrigerator), medical supplies including pharmaceuticals needed for clinic based services, general office supplies, and any other supplies and equipment needed to ensure operationalization of clinic site.
Total Essential Services	\$600,102	\$600,102	\$600,102	\$600,102	100.00%	
Shelter Operations	Total	Amount	Subtotal	Amount	%	
Maintenance (no indirects for CCH)	\$ 158,306.35	\$158,306	\$158,306	\$158,306	100.00%	Expenses can include maintenance & repair costs for Shelter Operations
Security (no indirects for CCH)	\$ 101,964.64	\$101,965	\$101,965	\$101,965	100.00%	Security contractor costs to maintain security presence at the Shelter Clinic located at 4600 East 48th Avenue
Total Shelter Operations	\$260,271	\$260,271	\$260,271	\$260,271	100.00%	
HMIS	Total	Amount	Subtotal	Amount	%	
Total HMIS	\$0	\$0	\$0	\$0		
Renatal Assistance (No Indirects)	Total	Amount	Subtotal	Amount	%	
Total Rental Assistance	\$ -	\$0	\$0	\$0		
Financial Assistance (no Indirects)	Total	Amount	Subtotal	Amount	%	
Total Financial Assistance	\$ -	\$0	\$0	\$0		
Assistance required under URA 1970 (no Indirects)	Total	Amount	Subtotal	Amount	%	
Total Assistance under URA 1970	\$ -	\$0	\$0	\$0		
Renovation (no Indirects)	Total	Amount	Subtotal	Amount	%	
Total Renovation	\$ -	\$0	\$0	\$0		
Total All Components	\$ 860,372.79	\$ 860,373.18	\$ 860,373.18	\$ 860,373.18	100.00%	
Indirect Costs						
Total All Items Eligible for Indirects (Salary & Fringe Only)	452,277	452,278	452,278	452,278	100.00%	
Indirect Costs	\$71,985	\$71,985	\$71,985	\$71,985	100.00%	15.916%
Grand Total	\$932,358	\$932,358	\$932,358	\$932,358	100.00%	