# AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "City") and URBAN PEAK DENVER, a Colorado nonprofit corporation, whose address is 1630 S. Acoma St, Denver, CO 80223 (the "Contractor"), individually a "Party" and jointly the "Parties."

**WHEREAS,** the Parties entered into an Agreement dated April 10, 2025 (the "Agreement") for the purpose of Rapid Rehousing services to 30 Youth ages 18-24 referred through OneHome; and

WHEREAS, the Parties now 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. All references to "...Exhibit A..." in the existing Agreement shall be amended to read: "...Exhibits A and A-1..." as applicable. **Exhibit A-1** the Scope of Work is attached and will control from and after the date of execution.
- 2. Section 4 of the Agreement, entitled "<u>COMPENSATION AND PAYMENT</u>", Subsection 4.4 entitled "<u>Maximum Contract Amount</u>", Subparagraph 4.4.1 is amended to read as follows:

# "4.4. Maximum Contract Amount

- **4.4.1** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **TWO MILLION SEVEN HUNDRED TWELVE THOUSAND SEVENTY-NINE DOLLARS AND ZERO CENTS (\$2,712,079.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an agreement or any amendments for any further services, including services performed by the Contractor beyond that specifically described in **Exhibits A** and **A-1**. Any services performed beyond those in **Exhibits A** and **A-1** or performed outside the Term are performed at the Contractor's risk and without authorization under the Agreement."
- 3. As herein amended, the Agreement is affirmed and ratified in each and every particular.

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

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**Contract Control Number:** 

<b>Contractor Name:</b>	URBAN PEAK DENVER
IN WITNESS WHEREOF, the par Denver, Colorado as of:	ties have set their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER:
ATTEST:	By:
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:
Attorney for the City and County of	
By:	By:
	By:

HOST-202581333-01, HOST-202578584

# Contract Control Number: Contractor Name:

# HOST-202581333-01, HOST-202578584 URBAN PEAK DENVER

By:Ca1F1E94D002464
Name:
(please print)
Title: Chief Executive Officer (please print)
(please print)
ATTEST: [if required]
By:
Name:
(please print)
Title:
(please print)

# EXHIBIT A-1 SCOPE OF WORK DEPARTMENT OF HOUSING STABILITY URBAN PEAK HOST- 202581333

#### I. INTRODUCTION

Contract Term Dates: January 1, 2025 to December 31, 2027

# **Project Description:**

This agreement is entered between the Department of Housing Stability (HOST) and the Urban Peak for the purpose of Rapid Rehousing services to 60 youth ages 18-24 referred through OneHome. The Fiscal Year 2025 and 2026 award amount for this contract is \$900,000.00 and the Fiscal Year 2027 is \$912,079.00 for a total contract amount of \$2,712,079.00

This subaward is not for Research and Development. Urban Peak is identified as a subrecipient for the purposes of this agreement and is therefore subject to all terms, conditions and regulatory requirement required of federal funding subrecipients per 2 CFR Part 200, as well as specific rules and regulations for Rapid Rehousing program.

<b>Funding Source:</b>	HOME TBRA and General Fund
Project Name:	Rapid Rehousing
<b>Budget Type:</b>	Cost Reimbursement
Federal Award ID (FAIN) #:	M24MC080204
Federal Award Date:	12/8/2024
Federal Awarding Agency:	U.S. Department of Housing and Urban
	Development
Pass-Through Entity:	City and County of Denver
Awarding Official:	HUD
Unique Entity Identifier:	LBGYZY2BN5Z5
SAM.gov Expiration Date:	11/12/2025
Catalog of Federal Domestic	14.239
Assistance (CFDA#):	
Contractor Address:	1630 S. Acoma Street, Denver CO
	80223
Organization Type:	Non-Profit

# II. SERVICES DESCRIPTION

A. Referral Source: will come directly from the OneHome coordinated entry system. Clients must meet the minimum age requirement of 18 years of age or signing a lease prior to turning 25.

- a. Assistance with obtaining vital documents required for applications and the lease.
- b. Obtaining housing
- c. understanding leases by attending a signing with the participant and landlord to answer any questions or provide clarity as needed.
- d. Explaining tenant rights
- e. Explaining tenant obligations
- f. Identifying housing opportunities that fit client needs and resources and schedule apartment tours before applying.
- g. Maintain strong landlord partnerships and create new ones.
- h. Transportation to and from any appointments.
- C. Move-in assistance and rental assistance:
  - a. financial assistance for rent, application fees, utilities, deposits and moving expenses.
  - b. Provide client with necessary move in items such as: furniture, cleaning supplies, kitchen items, and other items to outfit the apartment.
- D. Case Management: will first focus on housing stability and building connections to obtain and retain permanent housing. This can be focused on by creating a progressive budgeting model that includes graduated rent plans built with the participant. Case Management will also provide support with referrals or applications, per client choice to:
  - a. Mental health care
  - b. Physical health care
  - c. Transportation
  - d. Food bank resources
- E. Employment and Benefits acquisition:
  - a. Applying and enrolling in eligible cash and non-cash benefits
  - b. Financial literacy
  - c. Obtaining and/or increasing income from employment
  - d. Referrals to employment stills trainings.
- F. Urban Peak will be responsible for adhering to the Rapid Rehousing Program Standards document to be provided by HOST Participation in RRH Workgroup

# 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 <a href="https://denvergov.org/media/denvergov/housingstability/context\_of\_homelessness/story.html">https://denvergov.org/media/denvergov/housingstability/context\_of\_homelessness/story.html</a>
    - b. The Executive Director or their delegate are required to complete and sign the "Statement of Completion of Required Training: Informed, Compassionate, and Positive Interactions with Persons Experiencing Homelessness" form biennially and submit to HOST.

- 3. Post the City and County of Denver's Anti-Discrimination Office signage in an area where information is available to staff and program participants.
- 4. Ensure completion of requisite training as outlined by HOST Program Standards document.
- 5. Obtain consumer input at least quarterly. Gathering and utilizing consumer input ensures that the services provided effectively address the needs and preferences of the individuals/households served by this contractor. Feedback will collect information to ensure equity in access and outcomes. The City reserves the right to issue specific guidelines on the methods for collecting and integrating consumer feedback which may include use of a third-party evaluator. Details will be outlined in Program Standards documents.
- 6. Provide grievance policy and procedure to HOST within the first 90 days of this contract and annually or as updates are made thereafter. Grievance policies and procedures must be approved by HOST.

### **B.** The City will:

- 1. Provide signage that includes information about the City and County of Denver's Anti-Discrimination Office in both Spanish and English.
- 2. Provide access to the HOST Program Standards document and HOST will communicate any changes or updates made to the document.

# IV. EQUITY ACCESS AND OUTCOMES

The Department of Housing Stability, in alignment with the Mayor's Office of Social Equity and Innovation, values racial equity and inclusiveness and seeks to reflect this value in our funding practices. Our commitment to producing racially equitable housing outcomes is paramount to HOST's overall mission of Denver residents being healthy, housed and connected. HOST requires all programs it funds to report on the demographic characteristics of households served by the program throughout the duration of the contract in coordination with other required reporting. The contractor will also report on the demographics of staff working on this program throughout the duration of this contract.

Specific information outlining the required data systems to be used and data to be collected are contained within the scope of work of this contract. This information will help HOST monitor demographic trends in who is served. The underlying objective of collecting and disaggregating data and outcomes by race is to understand who is currently served by HOST funded programs. This information will help inform future evaluation on any potential disparate impacts across HOST programs, as well as strategies to help address equity in access to and outcomes from programs where appropriate. Additionally, HOST program and monitoring staff will be reviewing data, and will discuss your program's progress or challenges towards racially equitable services and outcomes at site visits and monitoring.

# V. OBJECTIVE AND OUTCOMES

Resources	Activities	Outputs	Metric	Outcomes	Metric	Impacts
Housing Specialists	Accepting referrals from OneHome and other sources	Total households served through the contract term	60	Households are provided permanent housing and services through the rapid rehousing program	90%	
Case Managers  Short- (1-3 months) to medium-term (3-24 months)	<ul> <li>Intake process for households referred</li> <li>Housing Identification</li> <li>Relationships with landlords</li> <li>Move-In rental</li> </ul>	Number of lease applications submitted for each participating household		Household exits to permanent housing at the end of the program (either in their rapid rehousing or other unit).	80%	Expand pathways to
Rent subsidies  Landlord partners	<ul><li>assistance</li><li>Payment of rent subsidies</li><li>Housing Stability Plan</li></ul>	Number of households engaged in case management and ongoing support	100%	Length of time between enrollment and lease up is less than or equals to 60 days	85%	successful rehousing Improve
Homeless Management Information System (HMIS) use	for all enrolled clients  Case Management Services  Housing First Interventions  Assistance with	Households receiving assistance with increasing income or maintaining income through benefit acquisition and/or employment	100%	Households that have an increase or maintaining income through benefit acquisition or employment annually or at exit	80%	homelessness resolution system for households experiencing homelessness
Staff training Program Policies	<ul> <li>budgeting and increasing income</li> <li>Support ensuring that households remain housed after subsidy ends</li> <li>Participant feedback</li> </ul>	Households offered the opportunity to provide feedback on services received	100%	Households that complete survey report being satisfied with the services received	80%	

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

#### VI. REPORTING

- A. Contractor is required to use Homeless Management Information System (HMIS) for program data collection. Contractor's use of HMIS must adhere to COHMIS <u>Policy</u> and <u>Data Quality</u> 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. Contractor's operating emergency shelters for survivors of domestic violence are not required to enter data into HMIS but must be able to provide data that shows progress towards contracted outcomes and match federal reporting standards.
- B. Contractors will be required to use HOST Programs Community to submit all program narrative and qualitative data reports. These reports are due the 15<sup>th</sup> day of the month following each reporting period. Each narrative report will contain information on program success, challenges, and funding leverage during the reporting period.

Report Type	Due Date
Quarterly Report for January 1 – March 31	April 15
Quarterly Report for April 1 – June 30	July 15
6-month Match report for January 1 – June 30	July 31
Quarterly Report for July1 – September 30	October 15
Quarterly Report for October 1 – December 31	January 15
Annual Match Report for June 1 – December 31	January 30

- C. HOST Programs Community will provide Contractor with an online portal to submit report for each reporting period. Supplemental reporting may be required when HMIS and/or programs community 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 over the contract term 60
  - ii. Demographics of households served:

    Demographic data of households served are monitored to ensure fair and equitable access to services. The scope of demographic data collected are specific to the needs of the program or any related funding sources.

    Demographic data can include but is not limited to race and ethnicity, income level, participant age/ age-group/ number of age-qualifying participants, disability status, mental health condition, or gender identity.

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

- 2. Qualitative narratives: This includes reports on program successes and challenges, programmatic updates, and supplemental reports. These reports can be submitted through the Salesforce programs community.
- 3. Financial Data
  - a. Funding sources and amount included.
  - b. Total Contract spend to date, by budget category.

# VII. ADD IN (s) SPECIFIC TO SCOPE OF WORK FOR PROGRAM REQUIREMENTS This section will be customized based on program or funding

- A. The Federal Funding Accountability and Transparency Act (FFATA
  - 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; and
  - 3. had gross income, from all sources, of \$300,000 or more; and
  - 4. the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).
    - a. The subrecipient will forward the names and amounts of the five most highly compensated officers and/or executives to their designated Contract Administrator.
- 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.

#### VIII. FINANCIAL ADMINISTRATION

# A. Compensation and Methods of Payment

- 1. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
- 2. The method of payment to the Contractor by HOST shall be in accordance with established HOST procedures for this Agreement line-item reimbursements. Invoice requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Invoices should be submitted within thirty (30) days of the actual service, expenditure, or payment of expense. Invoices submitted more than 90 days beyond the billing period of the actual service, expenditure, or payment expense, may not be reimbursed without prior written approval from HOST.
- 3. The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget.
- 4. Invoice request shall be completed and submitted on or before the 15<sup>th</sup> of each month following the month services were rendered. Contractor shall use HOST's preferred invoice template, if requested, HOST Financial Services may require a Cost Allocation Plan and budget narrative for detailed estimated description and allocation of funds. This is dependent upon funding source and program requirements.
- 5. No more than four (4) vouchers may be submitted per contract per month, without prior approval from HOST.
- 6. All Invoices must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout of the contract.
- 7. All invoices are paid on a "Net 30" payment timeline, presuming invoices are free from errors, and do not require additional documentation or calculation revisions.
- 8. Sign Up to send all reimbursement documentation (including this form) to: <a href="https://denvergovhostlightningforce.my.site.com/AffordableHousing/s/partner-sign-up">https://denvergovhostlightningforce.my.site.com/AffordableHousing/s/partner-sign-up</a>

#### **B.** Invoicing Requirements

- 1. 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. City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.

- 3. For contracts subject to Federal Agreements, only allowable costs determined in accordance with 2 CFR "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" in the "OMB Omni Circular" applicable to the organization incurring the cost will be reimbursed.
- 4. 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 15<sup>th</sup> 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).
- 5. If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to HOST prior to the draw request.
- 6. The standardized HOST "Expense Certification Form" should be included with each payment request to provide the summary and authorization required for reimbursement. HOST reserves the right to cancel an invoice if there are material errors that must be corrected and will require the invoice to be resubmitted.

## C. Payroll

- 1. A 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.

#### **D.** 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
  - a. A breakdown of how the fringe benefit percentage was determined prior to first draw request; or
  - b. 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 is 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.

# E. General Reimbursement Requirements

- 1. <u>Invoices</u>: 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. <u>Administration and Overhead Cost</u>: Other non-personnel line items, such as administration, or overhead require invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to HOST and reflected in the contract budget.

#### F. 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 invoice 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.

#### **G.** Budget Modification Requests

- 1. HOST may, at its option, restrict the transfer of funds among cost categories, programs, functions, or activities at its discretion as deemed appropriate by program staff, HOST executive management or its designee.
- 2. Budget Modifications may be required for changes related to increase or decrease of individual budget line items within an approved budget, to add budget line items, or to make changes to a budget narrative. A budget modification can adjust the award amount available for purposes outlined within the executed contract but cannot increase or decrease the total contract amount or assign resources to a purpose not already included in the original contract agreement.
- 3. Budget modifications will require submittal of written justification and new budget documents by the Contractor. These budget documents will require approval by HOST program, contracting and financial staff.
- 4. The Contractor understands that any budget modification requests under this Agreement must be submitted to HOST after the 30 days of the contract Agreement start date and before the last Quarter of the fiscal period, unless waived in writing by the HOST Deputy Director or their designee.
- 5. Budget modification requests are limited to two per each fiscal year of a contract agreement term. Exceptions to this limit may be made by the HOST Deputy Director or their designee.

#### **H.** Contract Amendments

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

#### I. Financial Management Systems

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

- 1. Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal and/or city financial reporting requirements.
- 2. Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
- 3. Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be

- provided on all property, and it must be assured that it is used solely for authorized purposes.
- 4. Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
- 5. For contracts subject to Federal Agreements, applicable Uniform Guidance (2 C.F.R. Part 200), agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
- 6. Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
- 7. 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.
- 11. The Contractor will be responsible for all Disallowed Costs.
- 12. The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

# J. Monitoring Requirements

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

# K. 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 Federal Audit Clearinghouse within thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the period audited.
- 2. All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **HOST Financial Services Team**.
- 3. The Contractor will be responsible for all Disallowed Costs.
- 4. 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.

#### L. 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 supplies, or other property that costs more than twenty-five thousand dollars (\$25,000) in the aggregate.
- 2. The Contractor will ensure selected vendor or proposer has required insurance once the Contractor identifies a successful vendor or proposer.
- 3. The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- 4. For contracts subject to federal agreements, if there is a residual inventory of unused supplies exceeding five thousand dollars (\$5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other federally sponsored programs or projects the Contractor will compensate the awarding agency for its share.

#### M. 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.

#### N. 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.

#### O. 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. All Contractors are responsible for completing required HOST contract close-out forms and submitting these forms to their appropriate HOST Contract Specialist within ninety (90-days) days after the Agreement end date, or sooner if required by HOST in writing.
- 3. Contract close out forms will be provided to the Contractor by HOST prior to end of contract
- 4. 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.

#### P. Collection of Amounts Due

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

#### IX. FUNDS WILL BE USED TO

A. Urban Peak will use the funds to support a RRH program for youth ages 18-24 who are literally homeless.

Contract	Amount
Base	\$2,700,000.00
1 <sup>st</sup> Amendment	\$12,079.00
2 <sup>nd</sup> Amendment	
TOTAL	\$2,712,079

# X. Budget

	Contract Program Budget Summary							
Contractor Name/Project:	Urban Peak - Rapid Reho	ousing						
City Contract #:		HOST 202						
Budget Term:		1/1/2025-12/31/2025		Program/Fi	scal Year:	2025		
Budget Category	General Fund HOST Funding	HOME TBRA HOST Funding	Total Costs requested from HOST	Agency	/ Total	Budget Narrative		
Personnel: Job Title	Amount	Amount	HOST Total	Amount	%			
Housing Case Manager - 2	\$109,552	\$0	\$109,552	\$109,552	100.00%	2 FTE will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: Provide supervision of youth in UP's housing program. This includes case management, youth activities, group facilitation, assessments, crisis counseling, data collection and documentation and ensuring that the program is facilitated in a manner that meets Urban Peaks mission.		
						0.5 FTE will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: responsible for providing direct supervision of youth at Urban Peak Denver housing programs. This includes assisting youth in increasing self-efficacy and reducing risky behavior, ensuring client safety, providing delivery of appropriate and effective program services, and maintaining a safe and positive environment.		
Life Skills Manager - 0.5	\$24,850	\$0		\$24,850	100.00%	0.85 FTE will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: supervises assigned housing case managers and life skills managers. Oversees housing subsidies, referrals, data entry and outcomes. Ensures that the program is facilitated in a		
Transitional Housing Program Manager - 0.85	\$67,737	\$0	\$67,737	\$67,737	100.00%	manner that meets Urban Peaks mission.  Full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: Housing navigators cutivate and manage relationships with community landlords and property management. Discusses Urban Peak youth client needs, apartment openings, rent and payment plans. Schedules and facilitates youth move-ins. Assists with youth assessments, client data collection,		
Housing Navigator - 1	\$61,054	\$0	\$61,054	\$61,054		documentation and file maintenance.		
Total Salary:	\$263,193	\$0	\$263,193	\$263,193	100.00%			

Budget Category	General Fund HOST Funding	HOME TBRA HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Fringe Benefits	\$77,452	\$0	\$77,452	\$77,452		Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please refer to the scope of work section Financial Administration-Fringe Benefits.
Total Salary and Fringe Benefits:	\$340,645	\$0	\$340,645	\$340,645	100.00%	
Other Direct Costs	Amount	Amount	Subtotal	Amount	%	
Client Support	\$22,000.00	\$0	\$22,000	\$22,000	100.00%	\$733 per youth for 30 youth for furniture and apartment supplies, work clothes, certifications, tools, vital documents, translation services, hygiene items, background check and credit check
Rental Assistance	\$199,958.00	\$263,000	\$462,958	\$462,958		Includes rent, fees and deposits for 30 youth based on Current HUD Fair Market Rent for metro Denver area
Financial Assistance	\$0.00	\$20,000	\$20,000	\$20,000		utility assistance, application fees, security deposits equal to 2 months rent max, move-in fees, Utility deposit assistance must be provided in conjunction with a TBRA security deposit or monthly assistance program. In addition, utilitydeposit assistance may be used only for utilities permitted under the Section 8 utility allowance. This includes electric, gas, water and trash, but does not includetelephone and cable television.
Total Other Direct Costs	\$221,958	\$283,000			100.00%	
Total Salaries, Fringe and Other Direct Costs	\$ 562,603.00	\$ 283,000.00	\$ 845,603.00	845,603	100.00%	
Indirect Costs						
Indirect Costs	\$54,397.00	0	\$54,397	\$54,397		Indirect calculated 15% of Salaries, Fringe and Other Direct Costs Less Rental Assistance and Financial Assistance
Total Project Cost (Direct + Indirect)	617,000	283,000	\$900,000	900,000	100.00%	
Program Income (through funded activities)						
Non-Project:	Amount	Amount	Subtotal	%	Amount	
Personnel Costs:			\$0 ¢0		#DIV/0!	
Non-Personnel Costs: Other (Specify):			\$0 \$0	\$0 \$0	#DIV/0! #DIV/0!	
Total Non-Project Cost	\$0	\$0			#DIV/0!	
Grand Total	617,000	283,000			100.00%	

		Contract Progra	am Budget Sum	mary		
Contractor Name/Project:	Urban Peak - Rapid Reho	ousing				
City Contract #:		HOST 202	581333			
Budget Term:	1	1/1/2025-12/31/2026		Program/Fi	scal Year:	2026
Budget Category Personnel: Job Title	General Fund HOST Funding Amount	HOME TBRA HOST Funding Amount	Total Costs requested from HOST HOST Total	Agency Total		Budget Narrative
Personner. Job Title	Alliount	Amount	HOST TOTAL	Amount	%	3.5 FTE will be reimbursed at cost for work on this contract.
Housing Case Manager - 3.5  Life Skills Manager - 1	\$184,428	\$0	\$184,428 \$52,500	\$184,428 \$52,500		HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: Provide supervision of youth in UP's housing program. This includes case management, youth activities, group facilitation, assessments, crisis counseling, data collection and documentation and ensuring that the program is facilitated in a manner that meets Urban Peaks mission.  Full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: responsible for providing direct supervision of youth at Urban Peak Denver housing programs. This includes assisting youth in increasing self-efficacy and reducing risky behavior, ensuring client safety, providing delivery of appropriate and effective program services, and maintaining a safe and positive environment.
Transitional Housing Program Manager - 1	\$77,250	\$0	\$77,250	\$77,250		Full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: supervises assigned housing case managers and life skills managers. Oversees housing subsidies, referrals, data entry and outcomes. Ensures that the program is facilitated in a manner that meets Urban Peaks mission.  Full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: Housing navigators cutivate and manage relationships with community landlords and property management. Discusses Urban Peak youth client needs, apartment openings, rent and payment plans. Schedules and facilitates youth move-ins. Assists with youth assessments, client data collection,
Housing Navigator - 1	\$52,500	\$0	\$52,500	\$52,500	100.00%	documentation and file maintenance.
Total Salary:	\$366,678	\$0	\$366,678	\$366,678	100.00%	

Contract Program Budget Summary						
Contractor Name/Project:	Urban Peak - Rapid Reh	ousing				
City Contract #:		HOST 202	2581333			
Budget Term:		1/1/2025-12/31/2026		Program/Fi	scal Year:	2026
Budget Category	General Fund HOST Funding	HOME TBRA HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Fringe Benefits	\$70,496	\$0	\$70,496	\$70,496		Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please refer to the scope of work section Financial Administration-Fringe Benefits.
Total Salary and Fringe Benefits:	\$437,174	\$0	\$437,174	\$437,174	100.00%	
Other Direct Costs	Amount	Amount	Subtotal	Amount	%	
Client Support	\$22,000.00	\$0	\$22,000	\$22,000	100.00%	\$733 per youth for 30 youth for furniture and apartment supplies, work clothes, certifications, tools, vital documents, translation services, hygiene items, background check and credit check
Rental Assistance	\$88,950.00	\$263,000	\$351,950	\$351,950		Includes rent, fees and deposits for 30 youth based on Current HUD Fair Market Rent for metro Denver area
Financial Assistance	\$0.00	\$20,000		\$20,000		utility assistance, application fees, security deposits equal to 2 months rent max, move-in fees, Utility deposit assistance must be provided in conjunction with a TBRA security deposit or monthly assistance program. In addition, utilitydeposit assistance may be used only for utilities permitted under the Section 8 utility allowance. This includes electric, gas, water and trash, but does not include telephone and cable television.
Total Other Direct Costs	\$110,950	\$283,000			100.00%	
Total Salaries, Fringe and Other Direct Costs	\$ 548,124.00	\$ 283,000.00	\$ 831,124.00	831,124	100.00%	
Indirect Costs						
Indirect Costs  Total Project Cost (Direct + Indirect)	\$68,876.00 <b>617,000</b>	283,000	\$68,876 \$900,000	\$68,876 <b>900,000</b>		Indirect calculated 15% of Salaries, Fringe and Other Direct Costs Less Rental Assistance and Financial Assistance
Program Income (through funded activities)	3,500		<del>+300,000</del>		100.0070	
Non-Project:  Personnel Costs:  Non-Personnel Costs:  Other (Specify):	Amount	Amount	Subtotal \$0 \$0 \$0	% \$0 \$0 \$0	Amount #DIV/0! #DIV/0! #DIV/0!	
Total Non-Project Cost	\$0	\$0		\$0	#DIV/0!	
Grand Total	617,000	283,000	\$900,000	\$900,000	100.00%	

Contract Program Budget Summary						
Contractor Name/Project:	Urban Peak - Rapid Reh	ousing				
City Contract #:		HOST 202				
Budget Term:		1/1/2025-12/31/2027		Program/Fis	scal Year:	2027
Budget Category	General Fund HOST Funding	HOME TBRA HOST Funding	Total Costs requested from HOST	Agency		Budget Narrative
Personnel: Job Title	Amount	Amount	HOST Total	Amount	%	
						3.5 FTE will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: Provide supervision of youth in UP's housing program. This includes case management, youth activities, group facilitation, assessments, crisis counseling, data collection and documentation and ensuring that the program is facilitated in a manner that meets Urban
Housing Case Manager - 3.5	\$189,039.00	\$0	\$189,039	\$189,039	100.00%	Peaks mission. Full-time salary will be reimbursed at cost for work on this
				470.040		contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: responsible for providing direct supervision of youth at Urban Peak Denver housing programs. This includes assisting youth in increasing self-efficacy and reducing risky behavior, ensuring client safety, providing delivery of appropriate and effective program services, and maintaining a safe and
Life Skills Manager - 1	\$53,813.0	\$0				positive environment.  Full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: supervises assigned housing case managers and life skills managers. Oversees housing subsidies, referrals, data entry and outcomes. Ensures that the program is facilitated in a
Transitional Housing Program Manager - 1	\$79,181.00	\$0	\$79,181	\$79,181	100.00%	manner that meets Urban Peaks mission.
						Full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: Housing navigators cutivate and manage relationships with community landlords and property management. Discusses Urban Peak youth client needs, apartment openings, rent and payment plans. Schedules and facilitates youth move-ins. Assists with youth assessments, client data collection,
Housing Navigator - 1	\$53,813	\$0				documentation and file maintenance.
Total Salary:	\$375,846.00	\$0	\$375,846	\$375,846	100.00%	

Contract Program Budget Summary						
Contractor Name/Project:	Urban Peak - Rapid Reh	ousing				
City Contract #:		HOST 202	2581333			
Budget Term:		1/1/2025-12/31/2027		Program/Fi	scal Year:	2027
Budget Category	General Fund HOST Funding	HOME TBRA HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Fringe Benefits	\$72,258.00	\$0	\$72,258	\$72,258		Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please refer to the scope of work section Financial Administration-Fringe Benefits.
Total Salary and Fringe Benefits:	\$448,104.00	\$0	\$448,104	\$448,104	100.00%	
Other Direct Costs	Amount	Amount	Subtotal	Amount	%	
Client Support	\$22,000.00	\$0	\$22,000	\$22,000	100.00%	\$733 per youth for 30 youth for furniture and apartment supplies, work clothes, certifications, tools, vital documents, translation services, hygiene items, background check and credit check
Rental Assistance	\$88,459.00	\$263,000	\$351,459	\$351,459		Includes rent, fees and deposits for 30 youth based on Current HUD Fair Market Rent for metro Denver area
Financial Assistance	\$0.00	\$20,000		\$20,000		utility assistance, application fees, security deposits equal to 2 months rent max, move-in fees, Utility deposit assistance must be provided in conjunction with a TBRA security deposit or monthly assistance program. In addition, utilitydeposit assistance may be used only for utilities permitted under the Section 8 utility allowance. This includes electric, gas, water and trash, but does not includetelephone and cable television.
Total Other Direct Costs	\$110,459.00	\$283,000	\$393,459	\$393,459	100.00%	
Total Salaries, Fringe and Other Direct Costs	\$558,563.00	\$ 283,000.00	\$ 841,563.00	841,563	100.00%	
Indirect Costs						
Indirect Costs  Total Project Cost (Direct + Indirect)	\$70,516.00 <b>\$629,079.00</b>	0 <b>283,000</b>	\$70,516 \$912,079	\$70,516 <b>912,079</b>		Indirect calculated 15% of Salaries, Fringe and Other Direct Costs Less Rental Assistance and Financial Assistance
Program Income (through funded activities)	Ψ023,073.00	203,000	φ912,079	312,013	100.00%	
Non-Project: Personnel Costs: Non-Personnel Costs:	Amount	Amount	Subtotal \$0	% \$0 \$0	Amount #DIV/0! #DIV/0!	
Other (Specify): Total Non-Project Cost	\$0.00	\$0	\$0 <b>\$0</b>	\$0 \$0	#DIV/0! #DIV/0!	
Grand Total	\$629,079.00	283,000			100.00%	