REVIVAL AND SECOND AMENDATORY AGREEMENT

THIS REVIVAL AND 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, whose address is 2111 Champa Street, Denver, CO 80205 (the "Contractor"), individually a "Party" and collectively the "Parties."

WHEREAS, the Parties entered into an Agreement dated May 17, 2021, and an Amendatory Agreement dated August 18, 2021, to deliver outreach services to persons experiencing unsheltered chronic and episodic homelessness on the streets of Denver (the "Agreement"); and

WHEREAS, the Agreement expired by its terms on December 31, 2021, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

- 1. Effective January 1, 2022, all references to Exhibits 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 January 1, 2022.
 - **2.** Section 3 of the Agreement, titled "**TERM**," is amended to read as follows:
 - "3. <u>TERM</u>: The term of the Agreement ("Term") shall commence on January 1, 2021, and expire, unless sooner terminated, on December 31, 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.** Subsection 4.4.1 of the Agreement, titled "<u>Maximum Contract Amount</u>," is amended to read as follows:
 - ****4.4.1.** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed Five Million Five Hundred Ninety-Eight Thousand Two Hundred Eighty-Eight Dollars (\$5,598,288.00) (the "Maximum Contract Amount"). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibits A, A-1,** and **A-2**. Any services performed beyond those in **Exhibits A, A-1,** and **A-2** or performed outside the Term are performed at the Contractor's risk and without authorization under the Agreement."
- **4.** Section 21 of the Agreement, titled "<u>NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT</u>," is amended to read as follows:

"21. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THIS AGREEMENT

- **21.1.** 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").
 - **21.2.** The Contractor certifies that:
- **21.2.1.** 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.

- **21.2.2.** 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.
- **21.2.3.** It will 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.
- **21.2.4.** It is prohibited from using the E-Verify Program procedures to undertake preemployment screening of job applicants while performing its obligations under this 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.
- 21.2.5. 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 the 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.
- **21.2.6.** It will comply with a 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.
- **21.3.** The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of this Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any 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."
- **5.** Section 24 of the Agreement, titled "<u>NO DISCRIMINATION IN EMPLOYMENT</u>," is amended to read as follows:
 - ****24. NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under this 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."

- **6.** Except as amended here, the Agreement is affirmed and ratified in each and every particular.
- 7. This Revival and Second Amendatory Agreement is not 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.
- **8.** The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-2**, Scope of Work.

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Contract Control Number: Contractor Name:	HOST-202160813-02/202057228-02 THE COLORADO COALITION FOR THE HOMELESS								
IN WITNESS WHEREOF, the part Denver, Colorado as of:	ies 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 I	Denver								
By:	By:								
	By:								

Contract Control Number: Contractor Name:

HOST-202160813-02/202057228-02 THE COLORADO COALITION FOR THE HOMELESS

	DocuSigned by:
	John Parvensky
By:	CB0DB8BE0E684A5
	John Parvensky
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	(please print)
Title:	President and CEO
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SCOPE OF WORK

DEPARTMENT OF HOUSING STABILITY

The Colorado Coalition for the Homeless

HOST 202160813-02

Period of Performance Start and End Dates: January 1, 2021 – December 31, 2023

Project Description:

The purpose of this contract agreement is to provide a Department of Housing Stability (HOST) award to The Colorado Coalition for the Homeless (CCH), for the Denver Street Outreach Collaborative and Outreach to Large Encampments initiative. The amount of this contract \$1,866,096 each year, for a period of 3 years, with ability to extend the contract term as resources are available. CCH will deliver outreach and resource engagement, in collaboration with other service providers, to persons experiencing unsheltered homelessness in Denver.

These funds will be provided to CCH to be utilized for the Denver Street Outreach Collaborative (DSOC) and Strategic Outreach to Large Encampments (SOLE) program. DSOC and SOLE will utilize a model of street outreach that relies upon consistent, long-term, trusting relationships between outreach workers, a case manager, a licensed behavioral health care provider, Registered Nurse and people, both adult and youth, experiencing unsheltered homelessness.

CCH will subcontract with St. Francis Center, and Urban Peak to collaborate in providing services. The collaborative outreach offices are located at the CCH outreach office located at 2100 Broadway. St. Francis Center's outreach offices are located at 2314 N. Broadway. Urban Peak's outreach offices are located at 730 21st Street. Outreach will be primarily occur in field locations in encampment or street settings. In addition to the internal collaboration between the contracted agencies, DSOC and SOLE will engage in coordinated collaborative within the greater continuum of homeless service and outreach service providers, including City of Denver outreach teams, Mental Health Center of Denver, OneHome and additional non-profit partners.

Funding Source: General Fund

Project Name: Denver Street Outreach Collaborative and

Strategic Outreach to Large Encampments

Contractor Address 2111 Champa St.

Denver, CO 80205

Organization Type: Non-Profit

II. SERVICES DESCRIPTION

- A. Colorado Coalition for the Homeless (CCH) will coordinate the Denver Street Outreach Collaborative (DSOC) and Strategic Outreach to Large Encampments (SOLE) initiative. CCH will subcontract with agencies to perform the services outlined in this Scope of Work.
- B. DSOC provides outreach and engagement services, as well as intensive, housing-focused case management services, to youth and adults experiencing homelessness in Denver with a focus on those who are chronically homeless, disconnected from facility-based programming, and in encampment settings. DSOC case management services include connecting clients to OneHome and helping to collect documents needed to complete housing applications.
- C. DSOC/SOLE works to remove barriers to housing by including an RN and Licensed Behavioral Health Navigation to the outreach activities. These licensed health care providers enable vital services to be delivered where people are; on the street or other places of engagement.
- D. SOLE provides outreach to residents of specific large encampments with deployment directed by staff of the City & County of Denver. Deployment directives include engaging residents of encampments that are posted for cleanup or public health closure. The SOLE team provides initial and ongoing focused engagement, assessment and identification of service needs, and referrals to services including DSOC services. As described above, DSOC provides intensive, housing-focused case management services.
- E. DSOC/SOLE will coordinate with the Department of Housing Stability's Early Intervention Team (EIT) for the coordination of care and provision of outreach services to shared clients.
- F. DSOC services will be provided Monday through Friday, from 7 A.M. to 5:30 P.M., and one Saturday each month, from 9 A.M. to 5:00 P.M. CCH agrees to provide HOST with an on-call number to be utilized to coordinate for an outreach response in emergency situations outside of regular business hours as defined above but still within the hours of M-F, 7AM 9PM Saturday-Sunday 8AM-6PM. SOLE team services will be provided Monday through Friday, 8AM 4PM. Days of operation may be extended during cold and other weather emergencies.
- G. DSOC/SOLE will develop a standard protocol to be activated during isolated weather emergencies.
- H. DSOC and SOLE will coordinate with HOST staff for provision of same-day services within City encampment response.
- I. DSOC and SOLE outreach workers will have visible ID, and branding, in the form of items, to include but not limited to lanyards, backpacks, or other similar gear, to easily identify the outreach workers. Such gear will be standard issue and standard design to outreach staff.
- J. DSOC and SOLE will respond to any and all requests for outreach service within two working days. DSOC and SOLE shall retain discretion to suspend deployments to environments that have clear, present, and imminent safety risk. These risks, or any emergent incident that interferes with outreach deployment, shall be promptly communicated to HOST.

- K. DSOC and SOLE will develop a plan alongside HOST and MDHI HMIS team to maintain quality data for DSOC and SOLE programs in HMIS. Elements for consideration and review for the plan include, but are not limited to, use of "private" designation in HMIS, standard procedure for exiting clients in HMIS, and aggregate reporting of camp level data.
- L. As local experts in the engagement of, and provision of services to, persons experiencing unsheltered homelessness, DSOC and SOLE will assist City of Denver/HOST to improve understanding of needs, experiences, and solutions for this unique service population. This improved understanding relies upon DSOC's ongoing, meaningful engagement through activities inclusive of, but not limited to, representation of persons with lived expertise in advisory and decision-making bodies, administering surveys, conducting interviews, and other initiatives as appropriate.

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. EQUITABLE 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. Provide staffing and supportive services to deliver outreach services to persons experiencing homelessness.

VI. OBJECTIVE AND OUTCOMES

- A. DSOC Program Reporting
 - 1. Household Characteristics
 - a. Number of households that exited the program within the reporting period and contract period to date
 - 1. Source: Homeless Management Information System (HMIS)
 - b. 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
 - 1. Source: HMIS
 - 2. Data quality
 - a. 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.
 - 1. Source: HMIS
 - 3. Outreach
 - a. Total number of contacts per reporting period
 - 1. Source: HMIS and Salesforce supplemental report
 - 2. Benchmark: 6500 contacts per year
 - b. Total number of unique households contacted
 - 1. Source: HMIS
 - c. Process Measure: Percentage of unique households contacted who receive intensive case management services. "Intensive Case Management" presumes articulated housing-supportive case goals that require follow-up professional service by an outreach worker.
 - 1. Source: HMIS
 - 2. Benchmark: At least 50% of unique persons served (as measured in HMIS)
 - d. Process Measure: Average length of program enrollment
 - 1. Source: HMIS
 - e. Process Measure: Number and percentage of households served by length of program (less than 3 months, 3 to 6 months, 6 to 12 months, longer than 12 months)
 - 1. Source: HMIS
 - f. Outcome measure: Number and percentage of unique households contacted who obtain permanent housing (includes those who permanently reunify with family and friends)
 - 1. Source: HMIS, Housing Tracking Form completed by individual outreach workers on a monthly basis
 - 2. Benchmark: At least 265 households annually (as measured in HMIS).
 - 3. Benchmark: At least 100 of those housed will be identified as chronically homeless.

- 4. 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.
- 5. Reporting of outcomes should identify "housed" and "reunified" totals separately, with reunified outcomes measured as those living with family or friends on a permanent basis at exit.
- 6. Reporting of housed and reunified outcomes should identify subtotal of individuals referred by SOLE activities in large encampments.
- 7. Four case summary narratives of positive program exits per month: 1 from each organizational partner of the DSOC (currently Urban Peak, St. Francis Center, Colorado Coalition for the Homeless DSOC, and SOLE).

B. SOLE HMIS Program Reporting

1. Household Characteristics

- a. Number of households that exited the program within the reporting period and contract period to date
 - i. Source: HMIS
- b. 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
 - i. Source: HMIS

2. Data quality

- a. 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.
 - i. Data source: HMIS

3. Outreach

- a. Total number of contacts per month
 - i. Source: HMIS and Salesforce supplemental report
 - ii. Benchmark: at least 400 per month (4,800 duplicated contacts annually)
- b. Unique number of households contacted per month and year to date
 - i. Source: HMIS
- c. Process Measure: Percentage of unique households contacted who receive intensive case management services. "Intensive Case Management" presumes articulated housing-supportive case goals that require follow-up professional service by an outreach worker.
 - i. Source: HMIS
 - ii. Benchmark: At least 30% of unique persons served (as measured in HMIS)

- d. Number and percent of unique households served monthly and year to date who are enrolled to available and appropriate alternatives from an unsanctioned camp (i.e. shelter, non-congregate shelter, motel, Safe Outdoor Space, housing)
 - i. Data source: HMIS
 - ii. Measure: Temporary or permanent options obtained (Shelter obtained, motel, SOS, Housed/Reunified)
 - iii. Benchmark: 300 households served
- e. Process Measure: Average length of program enrollment
 - i. Source: HMIS
- f. Process Measure: Number and percentage of households served by length of program (less than 3 months, 3 to 6 months, 6 to 12 months, longer than 12 months)
 - i. Source: HMIS
- g. Process Measure: Number and percentage of households provided the following service types: Assistance with benefits; mental health, physical health or substance use services; assistance with vital records and identifying documents; assistance with basic needs; legal services and Outreach Court assistance; and connection to employment or vocational services
 - i. Source: HMIS
 - ii. Benchmark: 100% of households receive at least one service.
- i. Encampment Reports: SOLE Engagements will need to report from each encampment posting--CCH has developed a tool for reporting outputs to individual encampments. Receipt of these reports should coincide with scheduled, posted cleanups and be provided upon the scheduled cleanup day.
- h. For the duration of the Federal COVID-19 Emergency Declaration: COVID-19 Testing Reporting: Number of individuals tested for COVID-19 by SSHC, DPH, or DDPHE, assisted by SOLE team; percentage of individuals contacted who are tested for COVID-19 by SOLE team; percentage of those tested who test positive.
 - i. Source: HMIS or testing tracking form completed by CCH within 72 hours of testing results being made available to CCH.
 - ii. Note: This reporting will be required only during the public health emergency.

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 to be served over contract term: 6500 duplicated contacts annually
 - ii. Unduplicated households served this report period
 - iii. 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)
- 2. Specific to this Scope of Work
 - a. Monthly Reporting
 - i. Monthly Salesforce narrative report will include information on the status of staffing (e.g., is the program fully staffed or at what lower capacity is the program operating on due to unfilled positions)
 - ii. CCH, and each subgrantee of the DSOC, will provide a monthly report with brief narrative success story of a housing outcome, and an identified primary contact at submitting agency for follow up

iii. SOLE will provide additional monthly reporting on timeliness of responses to posted encampments or dispatch by City to specific encampments.

VIII. HOMELESS MANAGEMENT INFORMATION SYSTEM AND REPORTING

It is the Department of Housing Stability's policy, in alignment with adopted plans, to require the use of the Homeless Management Information System (HMIS) and the Coordinated Entry System (OneHome) for all federally and locally funded programs addressing the needs of residents experiencing homelessness.

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 HMIS.¹.

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 Procedures.², 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 and/or HOST 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

HMIS data will be used to monitor performance under this contract in addition to quarterly program narratives. HMIS outcome reports may be sent to HOST directly from MDHI. Contractor will also have access to all outcome reports generated for this contract. Narrative reports will be due to HOST two weeks after each HMIS outcome report is generated and sent to HOST to allow the Contractor the opportunity to address any issues they observe in their outcomes report in that narrative. Outcomes measures and other required reporting as well as the data source for each reporting element are detailed below. HOST may request aggregate data from MDHI for City related reporting needs.

In order to ensure that reporting on shelter utilization patterns is accurate, the Contractor will ensure that HMIS cards are swiped for all shelter guests nightly. This includes completing intake assessments necessary to create cards for new shelter guests and activities required to replace cards. Intakes for new shelter guests should be completed during nightly check-in whenever possible. If it is not possible to complete intakes during nightly check-in, the Contractor will support new guests in securing a card within 24-hours, either through connections to existing day services or by providing staffing to complete intakes during check-in the following night. Contractor is required to maintain a nightly

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

count of any guests sheltered without recording a shelter service in HMIS and submit this information to HOST weekly.

IX FINANCIAL ADMINISTRATION

A. Compensation and Methods of Payment

- 1. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
- 2. The method of payment to the Contractor by HOST shall be in accordance with established HOST procedures for 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
- 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 register 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. <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>Mileage</u>: 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. <u>Cell Phone</u>: If the monthly usage charge is exceeded in any month, an approval from the Executive Director or designee will be required.
- 4. <u>Administration and Overhead Cost</u>: 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. <u>Service Period and Closeout</u>: 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. 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 24 C.F.R. 85.20 and the OMB Omni Circular.
- 8. The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
- 9. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
- 10. The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to (1) Budgeting and Cost Allocation Plans; (2) Vouchering Process.

H. Audit Requirements

- 1. For Federal Agreements subject to OMB Circular a-133, 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 the Single Audit Act Amendments and the OMB Omni Circular. 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 the Single Audit Act Amendments and the OMB Omni Circular, as set forth in 24 C.F.R. Part 45 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.

I. Records Retention

- 1. The Contractor must retain for three (3) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
- 2. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.

J. 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.

K. Collection of Amounts Due

1. Any funds paid to a Contractor in excess of the amount to which the Contractor is finally 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; 1) Make an administrative offset against other requests for reimbursements, 2) Withhold advance payments otherwise due to the Contractor, or 3) other action permitted by law.

X BUDGET

Program Budget and Cost Allocation Plan Summary

Contractor Name: The Colorado Coalition for the Homeless HOST-202130813-2

DSOC/SOLE Project :

1/1/2021 12/31/2022 Contract Dates:

Contract Dates:	1/1/2021	to	12/31/2022					
Program Year:	2022							
Budget Category	Agency Total (All Funding Sources for Agency)	2B Fu	nding	Total Proj requested f		Agenc	y Total	Budget Narrative
Personnel: Job Title	Total	Amount	%	Subtotal	%	Amount	%	
Project Director	\$99,790	\$49,895	50.00%	\$49,895	50.00%	\$99,790	100.00%	Part-time salary wages will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits.
Project Manager	\$65,000	\$60,000	92.31%	\$60,000	92.31%	\$65,000	100.00%	Part-time salary wages will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits.
Adminstrative Assistant	\$36,000	\$36,000	100.00%	\$36,000	100.00%	\$36,000	100.00%	Full-time hourly wages will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits.
Registered Nurse	\$72,500	\$72,500	100.00%	\$72,500	100.00%	\$72,500		Full-time salary wages will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits.
Outreach Workers	\$275,000	\$265,000	96.36%	\$265,000	96.36%	\$265,000	96.36%	Six full-time hourly wages will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits.
Behavoral Health Navigator	\$70,000	\$70,000	100.00%	\$70,000	100.00%	\$70,000	100.00%	Two part-time salary wages will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits.
Case Manager	\$45,000	\$45,000	100.00%	\$45,000	100.00%	\$45,000	100.00%	[Full-time/ Part-time] [Salary/Hourly wages] will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits.
Total Salary:	\$663,290	\$598,395	90.22%	\$598,395	90.22%	\$653,290	98.49%	
Total Gulary.	Ψ000,230	ψ030,030	30.EE 70	ψ030,030	30.2270	ψ000, 2 00	30.4370	
Fringe Benefits	\$177,741	\$143,615	80.80%	\$143,615	80.80%	\$156,790	88.21%	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 Salary and Fringe Benefits:	\$841,031	\$742,010	88.23%	\$742,010	88.23%	\$719,070	85.50%	
Other Direct Costs	Total	Amount	%	Subtotal	%	Amount	%	
Program Expenses, Supplies & Equipment	\$18,000	\$18,000	100.00%	\$18,000	100.00%	\$18,000	100.00%	Program/Project-related supplies not given directly to a client and/or directly related to program function. This includes PPE, specialized program software, laundry supplies, beds, mats, mat covers, sanitizer, storage bags, etc. Includes laptop*, docking station, monitor, keyboard, and mouse. Also includes office supplies such as paper, pens, staplers, etc needed to perform office based functions. DSOC branded clothing items and backpacks.
Client Support	\$50,000	\$50,000	100.00%	\$50,000	100.00%	\$50,000	100.00%	Items given directly to clients. Includes food, transportation, move-in expenses, storage units, vouchers, gas cards, toiletries/hygiene items, pre-paid phones or data plans, clothing and/or uniforms for work, household items, cold-weather outdoor gear
	, ,	, ,				, ,		Mileage reimbursement not to exceed the standard IRS
Mileage	\$10,000	\$10.000	100.00%	\$10,000	100.00%	\$10,000	100.00%	rate at the time of travel. Expenses should follow IRS guidelines regarding travel.
willeage	\$10,000	ψ10,000	100.0070	φ10,000	100.0070	\$10,000	100.0070	Program-related training materials, registration fees,
Staff Program/Project Training	\$10,000	\$9,789	97.89%	\$9,789	97.89%	\$9,789	97.89%	conference and travel fees
Communication	\$7,500	\$7,500	100.00%	\$7,500	100.00%	\$7,500	100.00%	Monthly Cell phone service and hot spot service for full time direct program staff.
					400.000			Specific office space dedicated for use for the program only and not a shared space. Associated expenses can be allocated proportionately based on actual size or percentage of the building space. Associated expenses can include rent, lease, utilities and building maintenance costs.
Facilities	\$35,500	\$35,500	100.00%	\$35,500	100.00%	\$35,500	100.00%	DSOC partner agency providing outreach services as
Subcontractor, Urban Peak	\$355,440	\$355,440	100.00%	\$355,440	100.00%	\$355,440	100.00%	described in SOW
Subcontractor, St Francis	\$513,200	\$513,200	100.00%	\$513,200	100.00%	\$513,200	100.00%	DSOC partner agency providing outreach services as described in SOW
Total Other Direct Costs	999,640	\$999,429	99.98%	\$999,429	99.98%	\$999.429	99.98%	
Total Salaries & Fringe and Other Direct Costs	1,840,671	1,741,439	94.61%	1,741,439	94.61%	1,718,499	93.36%	
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Indirect calculated on Salaries, Fringe and other Direct Costs	\$124,701	\$124,657	99.96%	\$124,657	99.96%	\$124,657	99.96%	6.7% Indirect off total Grant Award
Total Indirects	124,701	124,657	99.96%	124,657	99.96%	124,657	100%	
Total Project Cost (Direct + Indirect)	1,965,372	\$1,866,096	94.95%	1,866,096	94.95%	\$1,905,713	96.96%	
Program Income (through funded activities)			#DIV/0!		#DIV/0!	\$0	#DIV/0!	
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Non-Project:	Total	Amount	%	Subtotal	%			
Personnel Costs:			#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	
Non-Personnel Costs: Other (Specify):			#DIV/0! #DIV/0!	\$0 \$0	#DIV/0! #DIV/0!	\$0 \$0	#DIV/0! #DIV/0!	
Total Non-Project Cost	\$0	\$0	#DIV/0!	\$0 \$0	#DIV/0!	\$0	#DIV/0!	
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Grand Total	\$1,965,372	\$1,866,096	95%	\$1,866,096	94.95%	\$1,905,713	96.96%	

Program Budget and Cost Allocation Plan Summary

Contractor Name: The Colorado Coalition for the Homeless HOST-202130813-2

DSOC/SOLE Project :

Contract Dates: 1/1/2021 12/31/2023

Program Year:	2023							
Budget Category	Agency Total (All Funding Sources for Agency)	2B Funding		Total Project Costs requested from HOST		Agency Total		Budget Narrative
Personnel: Job Title	Total	Amount	%	Subtotal	%	Amount	%	
Project Director	\$99,790	\$49,895	50.00%	\$49,895	50.00%	\$99,790	100.00%	Part-time salary wages will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits.
Project Manager	\$65,000	\$60,000	92.31%	\$60,000	92.31%	\$65,000	100.00%	Part-time salary wages will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits.
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Total Project Cost (Direct + Indirect)	1,965,372	\$1,866,096	94.95%	1,866,096	94.95%	\$1,905,713	96.96%	
Program Income (through funded activities)			#DIV/0!		#DIV/0!	\$0	#DIV/0!	
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Non-Project:	Total	Amount	%	Subtotal	%			
Personnel Costs:			#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	
Non-Personnel Costs: Other (Specify):			#DIV/0! #DIV/0!	\$0 \$0	#DIV/0! #DIV/0!	\$0 \$0	#DIV/0! #DIV/0!	
Total Non-Project Cost	\$0	\$0	#DIV/0!	\$0 \$0	#DIV/0!	\$0	#DIV/0!	
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Grand Total	\$1,965,372	\$1,866,096	95%	\$1,866,096	94.95%	\$1,905,713	96.96%	