

FIRST AMENDATORY AGREEMENT

THIS FIRST AMENDATORY AGREEMENT (the “Amendment”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **COLORADO LEGAL SERVICES**, a Colorado nonprofit corporation, whose address is 1905 North Sherman Street, #400, Denver, Colorado 80203 (the “Contractor”), collectively the “Parties” and each individually a “Party.”

RECITALS:

A. The Parties entered into an Agreement dated February 18, 2021 for the City to provide funds to the Contractor to be utilized for legal assistance to low- and moderate-income residents in the City and County of Denver facing an eviction or impending eviction (the “Agreement”); and

B. The Parties desire to amend 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. Exhibit A of the Agreement shall be replaced with Exhibit A-1, attached to this Amendment and incorporated herein by this reference. The updated Scope of Work marked as Exhibit A-1 shall replace and supersede Exhibit A.

2. Subsection 4.4.1. of the Agreement entitled “**Maximum Contract Amount**” is amended to read as follows:

“Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed ONE MILLION TWO HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED TWENTY DOLLARS and NO/100 (\$1,217,520.00) (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 Contractor beyond that specifically described in **Exhibit A-1**. Any services performed beyond those in **Exhibit A-1** are performed at Contractor’s risk and without authorization under the Agreement.”

3. Section 20 of the Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**” is amended to read as follows:

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

20.1. 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”).

20.2. The Consultant certifies that:

20.2.1 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.

20.2.2 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.

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

20.2.4 It is prohibited from using the E-Verify Program procedures to undertake pre-employment 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.

20.2.5 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 Consultant 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.

20.2.6 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.

20.3. The Consultant is liable for any violations as provided in the Certification Ordinance. If the Consultant violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Consultant 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 Consultant from submitting bids or proposals for future contracts with the City

4. Section 23 entitled “**NO DISCRIMINATION IN EMPLOYMENT**” is amended to read as follows:

“In connection with the performance of work under the Agreement, the Consultant 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 Consultant shall insert the foregoing provision in all subcontracts.”

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

6. This Amendment 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.

[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

Contract Control Number: HOST-202262180-01/202157453-01
Contractor Name: COLORADO LEGAL SERVICES

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

SEAL **CITY AND COUNTY OF DENVER:**

ATTEST: By: _____

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

By: _____

Contract Control Number:
Contractor Name:

HOST-202262180-01/202157453-01
COLORADO LEGAL SERVICES

By:  _____
367EFB66DB756461...

Name: Jonathan D. Asher
(please print)

Title: CLS Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

SCOPE OF WORK

DEPARTMENT OF HOUSING STABILITY

CONTRACTOR LEGAL NAME: Colorado Legal Services

CONTRACT # HOST 202262180-01

I. INTRODUCTION

Period of Performance Start and End Dates: 1/1/2021-12/31/2023

Project Description:

The purpose of this contract agreement is to provide a Department of Housing Stability (HOST) award for total contract amount of \$1,217,520.00. First Amendment to add an additional \$35,000.00 for the 2022 calendar year and another \$70,000.00 for the 2023 calendar year. These funds will be provided to the Colorado Legal Services (CLS) to be utilized for Legal Assistance to low- and moderate-income residents in the City and County of Denver.

Funding Source:	Affordable Housing Fund Legal
Project Name:	Assistance Program
Contractor Address	1905 N. Sherman Street, Suite 400 Denver, CO 80203
Organization Type:	Non-Profit

II. SERVICES DESCRIPTION

- A. Lawyers and paralegals will provide the following free legal assistance to low-income residents in the City and County of Denver. All households served must be at or below 80% of the Area Median Income as provided and updated annually by the US Department of Housing and Urban Development (HUD) here:

<https://www.huduser.gov/portal/datasets/il.html>

1. Providing legal representation to indigent tenants for resolving civil legal matters related to an eviction or impending eviction. Such representation may include representation in any forcible entry and detainer proceeding or action for monetary damages related to nonpayment of rent or other lease violation, legal assistance prior to the filing of an eviction, or any other judicial actions in which legal representation is necessary to protect the interests of an indigent tenant.
2. Establishing clinics designed to educate and assist indigent tenants in eviction proceedings, including providing information related to the rights and responsibilities of landlords and tenants;
3. Providing legal information and advice to indigent tenants;

Exhibit A-1 HOST- 202262108-01
(Parent Contract HOST- 202157453-01)

4. Referring clients to appropriate persons or agencies that provide assistance with issues related to housing; and
5. Meet with the Denver County Court judicial officers to address issues related to eviction and to work towards court procedures and policies that will improve housing outcomes in eviction matters for low-income and/or unrepresented tenants.

- B. Social Work Pilot Program at the Denver Eviction Clinic. CLS will hire a social worker to provide a holistic and elevated focus on both the legal and the non-legal aspects of clients' situations. The HOST social worker will work as an integral part of the legal team to help its low-income clients with complex financial, social, emotional, and medical needs—those who may not be able to take advantage fully in legal services offered or sustain the benefits of the legal assistance without additional support or help.

Definitions to Full and Limited legal representation are intentionally not included in this contract and instead will be made available to each contractor in the Supplemental Reporting Template.

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.
3. Assure direct-service staff complete training refresher on a biennial basis.
4. 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. 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 FOR

- A. Attorneys, paralegals and social workers to provide free legal assistance to low- and moderate-income residents in the City and County of Denver

VI. OBJECTIVE AND OUTCOMES

Objective I: Prevent evictions by providing free legal assistance to low- and moderate-income residents in the City and County of Denver: 1,500 unduplicated residents in three years (500 unduplicated households/program year).

Outcome: Provide full legal representation in a pending eviction action to 375 unduplicated households over three years (125 unduplicated households/program year)

Outcome: Provide brief service and legal advice to 1,125 unduplicated households over three years (375 unduplicated households/program year)

Objective II: Provide education and outreach to promote self-determination and self-reliance within the low- and moderate- income residents in the City and County of Denver

Outcome: Provide free legal education clinics and referrals to other community resources to 300 unduplicated households over three years (100 unduplicated households/program year)

Objective III: Identify longer term evaluation criteria and protocols to assess the efficacy of timely and extensive legal support services to low- and moderate-income residents in the City and County of Denver at risk of eviction or housing instability.

Outcome: Create and pilot evaluative tools (e.g. surveys or assessments) during years two and three of the contract period to assess the above objective.

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. Data included in quarterly/monthly reporting shall include:
- B. Contractor will submit reports via the online portal provided to the contractor (unless otherwise specified). Reports will be due on the 15th day of the month following the end of the reporting period unless otherwise specified.
- C. The portal provides the Contractor with an online form in which to enter data for the reporting period. Supplemental forms and information may be required by HOST.

The online portal and any supplemental requirements provide HOST with the quantitative and qualitative information necessary to determine Contractor's progress towards meeting the indicators contained in this Scope of Work. Submitted forms will be reviewed by the designated Program Officer for completeness, clarity and accuracy.

- D. Upon execution of this contract, HOST will provide a user guide for using the portal along with the required login information. Prior to the due date for the first required report, HOST shall provide training as needed or requested by the Contractor to support the online portal.
- E. Contractor may be required to submit a Contract Summary Report at the end of the contract period within 30 days after the Term End Date of this contract agreement.

F. INDICATORS

1. HOST Required

- a. Qualitative narrative report on program successes and challenges
- b. Participant success stories
- c. Money Leveraged (Funds by source)
- d. Number of Households served:
 - i. Households proposed to be served over contract term
 - ii. Total households served this report period
 - iii. Unduplicated households served this report period
 - iv. Unduplicated households served contract period to date
- e. Number of households served who are experiencing homelessness
- f. Number of households by race and ethnicity of head of household
- g. Number of households that include someone age 62 and older
- h. Number of households that include a person with a disability
- i. Number of households served who have a female head of household
- j. Income Level of household served

2. Specific to this Scope of Work

- a. Number of unduplicated households provided full legal representation services in a pending eviction action
- b. Number of unduplicated households provided brief service and legal advice
- c. Number of unduplicated households provided free legal education clinics and referrals to other community resources
- d. Number of households referred to the HOST social worker
- e. For Households receiving full legal representation or limited legal services (a. and b.), all unduplicated households shall be reported for each Reporting Period in the Household Detail Worksheet
 - i. Service recipient name or unique identifier
 - ii. Address of household served (altered to protect client confidentiality while remaining within the confines of HOST's minimum address data collection requirements as previously shared with contractors)
 - iii. Type of service provided (full representation or limited legal

- services)
- iv. Race and ethnicity of head household
- v. Case disposition/outcome
- vi. Whether household was denied full representation
- vii. If denied, then reason for denial
- viii. Cost of case
- ix. Property Management Company/Landlord
- x. Additional household characteristics:
 - 1. If household is living in subsidized housing
 - 2. If head of household is female
 - 3. If household includes someone over age of 62
 - 4. If household includes person with disability

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 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.

F. General Reimbursement Requirements

1. Invoices: All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Contractor and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
2. Mileage: A detailed mileage log with destinations and starting and ending mileage must accompany mileage reimbursement. The total miles reimbursed and per mile rate must be stated. Documentation of mileage reimbursement to the respective employee must be included with the voucher request.
3. Cell Phone: If the monthly usage charge is exceeded in any month, an approval from the Executive Director or designee will be required.
4. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by HOST.
5. Service Period and Closeout: All reimbursed expenses must be incurred during the time period within the contract. The final payment request must be received by HOST within thirty (30) days after the end of the service period stated in the contract.

G. Program Income

1. For contracts subject to Federal Agreements, program income includes, without limitation, income from fees for services performed, from the use or rental of real or personal property acquired with contract funds, from the sale of commodities or items fabricated under a contract agreement, and from payments of principal and interest on loans made with contract funds.
2. Program income may be deducted from total allowable costs to determine net allowable costs and may be used for current reimbursable costs under the

terms of this contract. Program income which was not anticipated at the time of the award may be used to reduce the award contribution rather than to increase the funds committed to the project. ALL PROGRAM INCOME GENERATED DURING ANY GIVEN PERIOD SUBMITTED FOR PAYMENT SHALL BE DOCUMENTED ON THE VOUCHER REQUEST.

3. The Contractor, at the end of the program, may be required to remit to the City all or a part of any program income balances (including investments thereof) held by the Contractor (except AS PRE-APPROVED IN WRITING BY HOST, INCLUDING those needed for immediate cash needs).

H. Financial Management Systems

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

1. Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal and/or city financial reporting requirements.
2. Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
3. Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property and it must be assured that it is used solely for authorized purposes.
4. Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
5. For contracts subject to Federal Agreements, applicable OMB Omni Circular cost principles, agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
6. Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.

7. For contracts subject to Federal Agreements, the Contractor shall maintain separate accountability for HOST funds as referenced in 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.

I. 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 Contractor 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.

J. 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.

K. 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.

L. 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:	Colorado Legal Services										Program Year:		2021-Year 1 of 3	
Project :	Eviction Legal Assistance													
Contract Dates:	1/1/2021		to		12/31/2021									

Budget Category	Agency Total (All Funding Sources)	Project Costs HOST Funding 1 201100000		Project Costs HOST Funding 2 201100000		Total Project Costs requested from HOST		Other City & County of Denver Funding (Add applicable funding as necessary)		Other Federal Funding		Other Non-Federal Funding		Agency Total		Budget Narrative
Personnel: Name and Job Title	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%	Amount	%	
Attorney full time	\$97,634.00	97,634	100.00%		0.00%	97,634	100.00%		0.00%		0.00%		0.00%	97,634	100.00%	Attorney will be responsible for legal interviews, case analysis, and representation of low-income tenants facing eviction. Full-time employees' salaries and wages will be reimbursed at cost. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.
Attorney full time	\$66,700.00	66,700	100.00%		0.00%	66,700	100.00%		0.00%		0.00%		0.00%	66,700	100.00%	Attorney will be responsible for legal interviews, case analysis, and representation of low-income tenants facing eviction. Full-time employees' salaries and wages will be reimbursed at cost. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.
Paralegal full time	\$43,822.00	43,822	100.00%		0.00%	43,822	100.00%		0.00%		0.00%		0.00%	43,822	100.00%	Paralegal will be responsible for screening interviews of low-income tenants facing eviction, and administrative and legal tasks, as directed by Project Attorneys. Full-time employees' salaries and wages will be reimbursed at cost. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.
Paralegal full time	\$41,770.00	41,770	100.00%		0.00%	41,770	100.00%		0.00%		0.00%		0.00%	41,770	100.00%	Paralegal will be responsible for screening interviews of low-income tenants facing eviction, and administrative and legal tasks, as directed by Project Attorneys. Full-time employees' salaries and wages will be reimbursed at cost. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job.
Total Salary:	249,926	249,926	100.00%	-	0.00%	249,926	100.00%		0.00%	-	0.00%		0.00%	249,926	100.00%	
Fringe Benefits	\$71,537.00	71,537	100.00%		0.00%	71,537	100.00%		0.00%		0.00%		0.00%	71,537	100.00%	Fringe benefits and payroll taxes will be reimbursed at cost. Fringe includes employer portion of the following items: payroll taxes; insurance (medical, dental, vision, disability, accident & life insurance, and workers' compensation); and pension or retirement plans.
Total Salary and Fringe:	321,463	321,463	100.00%	-	0.00%	321,463	100.00%	-	0.00%	-	0.00%	-	0.00%	321,463	100.00%	
Other Direct Costs	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount		Amount	%	Amount	%	
Total Direct Costs	\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	#DIV/0!	-	#DIV/0!	-	#DIV/0!		#DIV/0!	\$0.00	#DIV/0!	

Contract Name
Contract Number
Contract Term

Indirect Costs	32,146	32,146				32,146								32,146	100.00%	Indirect rate is 10% of Total Direct Costs.
Total Project Cost	353,609	353,609	100.00%	-	0.00%	353,609	100.00%		0.00%	-	0.00%	-	0.00%	353,609	100.00%	
Program Income (through funded activities)			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	
Non-Project:	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%			
Personnel Costs:			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	
Non-Personnel Costs:			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	
Other (Specify):			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	
Total Non-Project Cost	-	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	
Grand Total	\$353,609	\$353,609	100%	-	0.00%	\$353,609	100.00%	-	0.00%	-	0.00%	-	0.00%	\$353,609	100.00%	

Contract Name
Contract Number
Contract Term

Exhibit A

Program Budget and Cost Allocation Plan Summary

Contractor Name: Colorado Legal Services

Project : Eviction Legal Assistance

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

Program Year: 2022-Year 2 of 2

Budget Category	Agency Total (All Funding Sources for Agency)	Affordable Housing HOST Funding		[Name of 2nd Funding Source] HOST Funding		Total Project Costs requested from HOST		Agency Total		Budget Narrative
		Amount	%	Amount	%	Subtotal	%	Amount	%	
Personnel: Job Title	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	
Attorney (Full Time Salary)	\$49,811	\$49,811	100.00%		0.00%	\$49,811	100.00%	\$49,811	100.00%	Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Attorney will be responsible for legal interviews, case analysis, and representation of low-income tenants facing eviction
Attorney (Full Time Salary)	\$71,922	\$71,922	100.00%		0.00%	\$71,922	100.00%	\$71,922	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Attorney will be responsible for legal interviews, case analysis, and representation of low-income tenants facing eviction
Attorney - New Trainer (Full Time Salary)	\$49,812	\$49,812	100.00%		0.00%	\$49,812	100.00%	\$49,812	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Attorney will be responsible for legal interviews, case analysis, and representation of low-income tenants facing eviction
Paralegal (Full Time Hourly)	\$46,645	\$46,645	100.00%		0.00%	\$46,645	100.00%	\$46,645	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Paralegal will be responsible for screening interviews of low-income tenants facing eviction, and administrative and legal tasks, as directed by Project Attorneys.
Paralegal (Full Time Hourly)	\$46,207.00	\$46,207	100.00%		0.00%	\$46,207	100.00%	\$46,207	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. Description: Paralegal will be responsible for screening interviews of low-income tenants facing eviction, and administrative and legal tasks, as directed by Project Attorneys.
Social Worker (Full Time Hourly)	\$31,501.00	\$31,501	100.00%		0.00%	\$31,501	100.00%	\$31,501	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. Description: social worker will work as an integral part of the legal team to help its low-income clients with complex financial, social, emotional, and medical needs
Total Salary:	\$295,898	\$295,898	100.00%	\$0	0.00%	\$295,898	100.00%	\$295,898	100.00%	
Fringe Benefits	\$75,251	\$75,251	100.00%	\$0	0.00%	\$75,251	100.00%	\$75,251	100.00%	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please see section Financial Administration E. Fringe Benefits.
Total Salary and Fringe Benefits:	\$371,149	\$371,149	100.00%	\$0	0.00%	\$371,149	100.00%	\$371,149	100.00%	
Other Direct Costs	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	
Total Other Direct Costs	0	\$0	0.00%	\$0	0.00%	\$0	100.00%	\$0	0.00%	
Total Salaries & Fringe and Other Direct Costs	\$371,149	\$371,149	100.00%	\$0	0.00%	\$371,149	100.00%	\$371,149	100.00%	
Indirect Costs										
Indirect calculated on Salaries, Fringe and other Direct Costs	\$37,464	\$37,464	100.00%	\$0	0.00%	\$37,464	100.00%	\$37,464	100.00%	Indirect calculated at 10%
Total Indirects	\$37,464	\$37,464	100.00%	\$0	0.00%	\$37,464	100.00%	\$37,464	100%	
Total Project Cost (Direct + Indirect)	\$408,613	\$408,613	100.00%	\$0	0.00%	\$408,613	100.00%	\$408,613	100.00%	
Program Income (through funded activities)										
Non-Project:	Total	Amount	%	Amount	%	Subtotal	%			
Personnel Costs:	\$0	\$0		\$0		\$0				
Non-Personnel Costs:	\$0	\$0		\$0		\$0				
Other (Specify):	\$0	\$0		\$0		\$0				
Total Non-Project Cost	\$0	\$0		\$0		\$0				
Grand Total	\$408,613	\$408,613	100%	\$0	0.00%	\$408,613	100.00%	\$408,613	100.00%	

Program Budget and Cost Allocation Plan Summary

Contractor Name: Colorado Legal Services
Project : Eviction Legal Assitance
Contract Dates: 1/1/2023 to 12/31/2023
Program Year: 2023-Year 3 of 3

Budget Category	Agency Total (All Funding Sources for Agency)	Affordable Housing HOST Funding		[Name of 2nd Funding Source] HOST Funding		Total Project Costs requested from HOST		Agency Total		Budget Narrative
		Amount	%	Amount	%	Subtotal	%	Amount	%	
Personnel: Job Title	Total									
Attorney (Full Time Salary)	\$50,130	\$50,130	100.00%		0.00%	\$50,130	100.00%	\$50,130	100.00%	Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description:Attorney will be responsible for legal interviews, case analysis, and representation of low-income tenants facing eviction
Attorney (Full Time Salary)	\$75,398	\$75,398	100.00%		0.00%	\$75,398	100.00%	\$75,398	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Attorney will be responsible for legal interviews, case analysis, and representation of low-income tenants facing eviction
Attorney - New Trainer (Full Time Salary)	\$50,000	\$50,000	100.00%		0.00%	\$50,000	100.00%	\$50,000	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. Description:
Paralegal (Full Time Hourly)	\$47,776	\$47,776	100.00%		0.00%	\$47,776	100.00%	\$47,776	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. Description:
Paralegal (Full Time Hourly)	\$48,463	\$48,463	100.00%		0.00%	\$48,463	100.00%	\$48,463	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. Description:
Social Worker (2-Full Time Hourly)	\$63,636.00	\$63,636.00	100.00%		0.00%	\$63,636	100.00%	\$63,636	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. Description: Social worker will work as an integral part of the legal team to help its low-income clients with complex financial, social, emotional, and medical needs
Total Salary:	\$335,403	\$335,403	100.00%	\$0	0.00%	\$335,403	100.00%	\$335,403	100.00%	
Fringe Benefits	\$78,504	\$78,504	100.00%	\$0	0.00%	\$78,504	100.00%	\$78,504	100.00%	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please see section Financial Administration E. Fringe Benefits.
Total Salary and Fringe Benefits:	\$413,907	\$413,907	100.00%	\$0	0.00%	\$413,907	100.00%	\$413,907	100.00%	
Other Direct Costs	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	
Total Other Direct Costs	0	\$0		\$0	0.00%	\$0		\$0	0.00%	
Total Salaries & Fringe and Other Direct Costs	413,907	413,907	100.00%	0.00	0.00%	413,907	100.00%	413,907	100.00%	
Indirect Costs										
Indirect calculated on Salaries, Fringe and other Direct Costs	\$41,391	\$41,391	100.00%		0.00%	\$41,391	100.00%	\$41,391	100.00%	Indirect calculated at 10%
Total Indirects	41,391	41,391	100.00%	0	0.00%	41,391	100.00%	41,391	100%	
Total Project Cost (Direct + Indirect)	455,298	\$455,298	100.00%	0	0.00%	455,298	100.00%	\$455,298	100.00%	
Program Income (through funded activities)										
Non-Project:	Total	Amount	%	Amount	%	Subtotal	%			
Personnel Costs:	\$0	\$0		\$0		\$0				
Non-Personnel Costs:	\$0	\$0		\$0		\$0				
Other (Specify):	\$0	\$0		\$0		\$0				
Total Non-Project Cost	\$0	\$0		\$0		\$0				
Grand Total	\$455,298	\$455,298	100%	\$0	0.00%	\$455,298	100.00%	\$455,298	100.00%	