THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "City") and COLORADO VILLAGE COLLABORATIVE, a Colorado nonprofit whose address is 3264 Larimer Street, Unit D, Denver, CO 80205 (the "Contractor"), collectively the "Parties" and each individually a "Party."

RECITALS:

A. The Parties entered into an Agreement dated February 19, 2021, an Amendatory Agreement dated July 8, 2021, and a Second Amendatory Agreement dated February 9, 2022 for the City to provide funding for Safe Outdoor Spaces to prevent the spread of COVID-19 among people experiencing unsheltered homelessness by providing safe space to socially distance, access to hygiene facilities, and supportive staffing (collectively, the "Agreement"); and

B. The Agreement expired on by its terms on December 31, 2022, and rather than enter into a new agreement, the Parties desire 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 premises and the Parties' mutual covenants and obligations, the Parties agree as follows:

1. Effective upon execution, all references to "...Exhibit A, A-1 and A-2" in the existing Agreement shall be amended to read: "...Exhibit A, A-1, A-2 and A-3..." as applicable. **Exhibit A-3** is attached and will control from and after the date of execution.

2. Section 3 of the Agreement entitled "<u>**TERM**</u>" is amended to read as follows:

"3. **<u>TERM</u>:** The Agreement will commence on January 1, 2021, and will expire, unless sooner terminated, on December 31, 2024 (the "Term")."

3. Subsection 4.4.1 of the Agreement entitled "<u>Maximum Contract Amount</u>" is amended to read as follows:

"4.4.1. Not withstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed TWELVE MILLION THREE HUNDRED TWENTY-FOUR THOUSAND FIVE HUNDRED SIXTY NINE Dollars and NO/100 (\$12,324,569.00) (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, A-2 and A-3.** Any services performed beyond those in **Exhibits A, A-1, A-2 and A-3** as applicable, are performed at Contractor's risk and without authorization under the Agreement."

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

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

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Contract Control Number:	HOST-202266219-03, HOST 202157407
Contractor Name:	COLORADO VILLAGE COLLABORATIVE

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

SEAL

CITY AND COUNTY OF DENVER:

REGISTERED AND COUNTERSIGNED:

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number: Contractor Name:

HOST-202266219-03, HOST 202157407 COLORADO VILLAGE COLLABORATIVE

DocuSigned by: By:

Name: Shay-La Romney
(please print)

Title: Chief Operating Officer
(please print)

ATTEST: [if required]

By:_____

SCOPE OF WORK DEPARTMENT OF HOUSING STABILITY

COLORADO VILLAGE COLLABORATIVE

HOST 202266219-03

INTRODUCTION

Period of Performance Start and End Dates: 1/1/2022 – 12/31/2024

Project Description:

The purpose of this contract amendment agreement is to provide a Department of Housing Stability (HOST) award for \$7,525,000 for a total contract amount of \$12,324,569.00. These funds will be provided to the Colorado Village Collaborative (CVC) to be utilized for Safe Outdoor Spaces. Under this contract HOST is funding at minimum three Safe Outdoor Space (SOS sites). Location of the service locations will be mutually agreed upon. This SOS funding assists strategies to prevent the spread of COVID-19 among people experiencing unsheltered homelessness by providing safe space to socially distance, access to hygiene facilities, and supportive staffing.

Funding Source:	American Rescue Plan Act (ARPA),
	Participatory Budget Fund
Project Name:	Safe Outdoors Space
Activity Name:	Shelter Operations
Federal Award ID (FAIN) #:	SLFRP4316
Federal Award Date:	6/22/2021
Federal Awarding Agency:	US Department of the Treasury
Pass-Through Entity:	City and County of Denver
Awarding Official:	Not Applicable
UEI#	HJTSVFKLDLC5
CFDA#:	21.027
Central Contractor Registration Expiration Date:	June 7, 2023
SAM.gov Expiration Date:	June 7, 2023
Contractor Address:	3264 Larimer St. Unit D, Denver, CO 80205
Organization Type:	Non-Profit

I. SERVICES DESCRIPTION

- A. CVC and subcontractors will oversee and maintain safe outdoor spaces for people experiencing unsheltered homelessness. The infrastructure, amenities, and services at these sites include:
 - 1. Staffing Minimum two staff members on site 24/7 with training in food safety, DDPHE COVID protocols, conflict de-escalation and mediation, and trauma informed care.
 - 2. Basic amenities including food (at least one hot meal per day), water, limited access to electricity, and a private tent or pallet shelter that includes a cot, sleeping bag, and storage bin.
 - 3. Hygiene facilities including toilets (1:10 resident ratio), hand washing stations (1:15 resident ratio), access to shower and laundry facilities.
 - 4. Communal facilities including a heat/shade tent for guests, designated smoking area, and a secure single point of entry.
 - 5. Operations facilities including a storage container for supplies and tent space for supportive staff and site management.
 - 6. Access to supportive services including case management, referrals to partner agencies to additional services, group therapy services, and mental health and tele-health services with an emphasis on trauma-informed and harm reduction practices.
 - 7. Safety and security including addressing non-compliant or disruptive guest behaviors, monitoring access to the SOS sites, and ensuring that all urgent safety issues are handled appropriately.
 - 8. Mitigation of Community Impacts establish and uphold a Good Neighbor Agreement with neighborhood stakeholders. If needed, provide an official 24/7 point of contact for emergent issues or concerns regarding program operations. City and County of Denver shall be notified within 24 hours of any grievances submitted through this process.
- B. CVC and subcontractors will implement appropriate COVID-19 protocols, as advised by City public health guidance, to limit the spread of the virus in SOS sites through such activities and regulations as:
 - 1. Daily health screenings to monitor guests for symptoms of COVID-19
 - 2. Implementing Activated Respite protocols for guests as appropriate
 - 3. Social distancing rules and design in common spaces
 - 4. Face mask rules for common spaces
 - 5. Regular cleaning and disinfection of common spaces and areas
- C. CVC will purchase shower facilities/trailers for clients in SOS through the Participatory Budget Funding

II. ROLES AND RESPOSIBILITIES 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 date of hire.
- 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.
- 5. Contractor will determine a staff member to serve as a point of contact for crisis

communications and will communicate any crisis or emergency situations to the designated HOST representative as soon as possible, but no longer than 18 hours. The HOST representative for this purpose is the Homelessness Resolution Director. If that changes, HOST will communicate any changes within 24 hours. Changes to that point of contact with CVC will be communicated to HOST within 24 hours.

- a. Crisis and emergency situations include but are not limited to:
 - i. Death
 - ii. Serious Injury
 - iii. Fire
 - iv. Major assault/violence against person
 - v. Major property damage on/off site
 - vi. Any incident involving unaccompanied minors accessing the site.
 - vii. Any incident involving mandated reporting of abuse or neglect (minors, disabled, older adults, etc.)
- B. City will:
 - 1. Provide sensitivity training materials and guidelines

III. 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.

	2021	2022	2023	2024		
Safe Outdoor Space	899,569.00	3,900,000.00	3,900,000.00	3,900,000.00		
Safe Outdoor Space Reduction		-500,000.00				
Shower Facilities (PB funding)			225,000.00			
	899,569.00	3,400,000.00	4,125,000.00	3,900,000.00		
Total Contract Amount		12,324,569.00				

A. Funds allocated to this SOW will be used for staffing, start up, facilities and supplies, as

IV. FUNDS WILL BE USED TO

well as client support costs.

V. OBJECTIVE AND OUTCOMES

- A. Household Characteristics
 - 1. Number of households that exited the program within the reporting period and contract period to date.
 - a. Source: HMIS
 - Number and percentage of heads of household by race, ethnicity, gender, age, and income at entry (if reported in HMIS for program type) and household size.
 a. Source: HMIS
- B. Data quality
 - 1. To determine the accuracy and comprehensiveness of the reporting on the performance measures, Contractor will submit an HMIS Data Quality Report on the program for each reporting period.
 - a. Data source: HMIS
- C. Safe Outdoor Spaces Operations and Programs
 - 1. This is a new and innovative program, for which standardized benchmarks, process and outcomes measures are not established. Therefore, the contractor will measure the following to baseline future performance expectations and a deeper understanding of the program model
 - 2. Measure: Shelter capacity
 - a. Capacity will be communicated to HOST at the start of the contract term, and Contractor will notify HOST of any changes to capacity that occur during the contract term.
 - Measure: Number of households served in daytime services each day

 Source: HMIS
 - Measure: Number of households served who stay overnight each night

 Source: HMIS
 - 5. Measure: Average days households use daytime services within reporting period a. Source: HMIS
 - Measure: Average nights households use overnight shelter within reporting period
 a. Source: HMIS
 - 7. Measure: Number and percentage of households served who are referred to partner agencies for individualized case management and other services (e.g., DSOC, HRAC, CVC Wellness, SSHC, etc.)
 - a. Source: HMIS
 - 8. Measure: Number and percentage of all households by destination at exit overall and for households referred to DSOC
 - a. Source: HMIS
 - 9. Measure: Number and percentage of households who exit the program due to noncompliance
 - a. Source: HMIS
- D. Program Narrative Reports
 - 1. For each reporting period, the contractor will provide a narrative update on program successes and challenges. These reports will include data for showers and meals as noted above. Narrative reports will also identify any neighborhood or community concerns and report on the contractor's strategies to mitigate the

concern(s). Lastly, narrative reports will include at least one case history of a client who successfully exited the program.

VI. 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. The contractor will demonstrate the amount and percentage spent down monthly as part of their reporting.
- E. 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.
- F. 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:

G. 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: 410 duplicated households
 - 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

VII. ADD ON (s) SPECIFIC TO PROGRAM REQUIREMENTS

A. HMIS - Homeless Management Information System and Reporting for Shelter Services.

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 HMIS¹.

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

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

Contractor's aggregate HMIS performance data for projects may be share 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.

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 checkin 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 checking the following night. Contractor is required to maintain a nightly count of any guests sheltered without recording a shelter service in HMIS and submit this information to HOST weekly.

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 <u>hostap@denvergov.org</u> 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. 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 monthly, 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. <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 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

- 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.

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, to make audits, examinations, excerpts, and transcripts.

K. Contract Close-Out

- 1. All Contractors are responsible for completing required HOST contract closeout 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. <u>If Contractor</u> <u>fails to perform in accordance with this Agreement</u>, 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 more than 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,
 - 3) other action permitted by law.

IX. Budget

Contractor Name:	Colorado Village Collaborative					City Contract #:	HOST 2022TBD			
Project :	Safe	Outdoor Space								
Contract Term:		From:		1/1/2021		To:	12/31/2024			
Program/Fiscal Year:				2022						
Budget Category	(gency Total All Funding ces for Agency)	Fed	ARPA eral Funding	[Name of Secondary funding source] HOST Funding (If applicable)	Total Costs requ	ested from HOST	ested from HOST Agency Total		Budget Narrative
Personnel: Job Title		Total		Amount	Amount	Subtotal	%	Amount	%	
SOS Program Director	\$	66,000.00	\$	66,000		\$66,000	100%	\$66,000	100%	[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.
		50.000		50.000						[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.
Maintenance Coordinator	\$	220.000.00		220.000		\$50,000		\$50,000		[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.
	•									[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.
SOS Coordinators (12 FTE) SOS Assistants (16 FTE)	۵ ۵	549,120.00 599,040.00		<u>399,120</u> 449,040		\$399,120		\$399,120		[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.
Peer Specialist and Outreach Worker (3 FTE)	\$	45,000.00	_	45,000		\$45,000		\$45,000		[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: Fringe Benefits	\$	1,529,160.00 305,832.00		1,229,160.00 205,832.00	<u>\$0</u>	\$1,229,160 \$205,832	80% 67%	\$1,229,160 \$205,832	80%	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:	\$	1,834,992.00	\$	1,434,992.00	\$0	\$1,434,992	78%	\$1,434,992	78%	
Start up costs	\$	573,463.00	\$	572,917		\$572,917	· 100%	572,917.00	100%	Includes Tents, Pallet Shelters, Sleeping Bags, Cots, Security Fencing, Platforms, Storage Containers, Heaters, Heating Blankets, Power Cables, Lighting, Tables/Chairs, Battery Generator, etc. for up to 5 locations

Budget Category		Agency Total (All Funding rces for Agency)	ARPA Federal Funding	[Name of Secondary funding source] HOST Funding (If applicable)	Total Costs requ	ested from HOST	Agenc	y Total	Budget Narrative
Program /Project Supplies	\$	45,000.00			\$45,000	100%	45,000.00		PPE, trash, cleaning supplies, laundry supplies, beds, mats, mat covers, sanitizer, storage bags, etc
Client Support	\$	400,000.00	\$ 400,000		\$400,000	100%	400,000.00		Meals, Gift Cards, Bus Passes, distributed to residents to support their health and success within the site
Facilities Costs - SOS Sites	\$	575,000.00	\$ 521,000		\$521,000	91%	521,000.00		Land Rental Fees, Portable Toilets, Hand Washing Stations, Drinking Water, Propane, Laundry/Showers, Trash, etc. for four sites
Professional Services: Site designer and Operations	s	117,000.00	\$ 117.000		\$117.000	100%	117.000.00		Ongoing operations/facilities support. Retainer Contract at \$9,750/mo for 1.5 FTE of support.
Total Other Direct Costs	\$	1,710,463.00		0	\$ 1,655,917	97%	\$ 1,655,917	97%	
Total Salaries, Fringe and Other Direct Costs	\$	3,545,455.00	\$ 3,090,909	\$-	\$ 3,090,909	87%	\$ 3,090,909	87%	
Indirect Costs									
Indirect Costs	\$	354,545.00	\$ 309,091		309,091	87%	\$309,091	87%	
Total Project Cost (Direct + Indirect)	\$	3,900,000.00	3,400,000	0	3,400,000	87%	3,400,000	87%	
Grand Total		\$3.900.000	\$0.00	\$0	\$3.400.000.00	87.18%	\$3,400,000.00	87%	

Contractor Name:	Colo	orado Village Collabor	ative	City Contract #:	HOST 202266219			
Project :		Safe Outdoor Space						
Contract Term:	From:	1/1/2021		To:	12/31/2024			
Program/Fiscal Year:		2023						
Budget Category	Agency Total (All Funding Sources for Agency)	ARPA Federal Funding	Participatory Budget Fund	Total Costs requ	lested from HOST	T Agency Total		Budget Narrative
Personnel: Job Title	Total	Amount	Amount	Subtotal	%	Amount	%	
								[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 Page te
SOS Program Director	\$ 82,000	\$ 66,000	\$0	\$66,000	80%	\$66,000	80.49%	Benefits. [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 Einspeid Administration D. Powerll and E. Eringe
Senior Manager	\$ 62,500	\$ 45.000	\$0	\$45.000	72%	\$45,000	72 00%	section Financial Administration D. Payroll and E. Fringe Benefits.
								[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
Maintenance Coordinator	\$ 50,000	\$ 50,000	\$0	\$50,000	100%	\$50,000	100.00%	Benefits.
Site Managers (4 FTE)	\$ 217,000	\$ 220,000	\$0	\$220,000	101%	\$220,000	101.38%	[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.
SOS Coordinators (12 FTE)	\$ 600,000	\$ 549,120	\$0	\$549,120	92%	\$549,120		[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.
SOS Assistants (16 FTE)	\$ 640,000	\$ 599,040	\$0	\$599,040	94%	\$599,040		[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:	\$1,651,500	\$ 1,529,160.00	\$0	\$1,529,160	93%	\$1,529,160	92.59%	
Fringe Benefits	\$ 330,300.00	\$ 305,832.00	\$0	\$305,832	93%	\$305,832	92.59%	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:	\$1,981,800	\$ 1,834,992.00	\$0	\$1,834,992	93%	\$1,834,992	92.59%	

Contractor Name:	Cole	orado Village Collabo	rative	City Contract #:	HOST 202266219			
Project :		Safe Outdoor Space						
Contract Term:	From:	1/1/2021		To:	12/31/2024			
Program/Fiscal Year:		2023						
	Agency Total (All Funding	ARPA Federal Funding	Participatory Budget Fund	Total Contents	lested from HOST	•	Tatal	Budget Narrative
Budget Category	Sources for Agency			Total Costs requ	lested from HOST	Agency	y lotal	Includes Tents, Permits, Pallet Shelters, Sleeping Bags,
Start up costs	\$ 573,463	\$ 573,463	\$0	\$573,463	100%	573,463.00	100.00%	Cots, Security Fencing, Platforms, Storage Containers, Heaters, Heating Blankets, Power Cables, Lighting, Tables/Chairs, Battery Generator, Sewer, Engineering, Architectural, Electricians, Plumber, LHS Startup/Construction Supplies, and including any unforeseen start-up costs
								PPE, trash, cleaning supplies, laundry supplies, beds,
Program /Project Supplies	\$ 45,000	\$ 70,000	\$0	\$70,000	156%	70,000.00	155.56%	mats, mat covers, sanitizer, storage bags, etc
Minor Equipment	\$ 20,000	\$ 20,000	\$0	\$20,000	100%	20,000.00	100.00%	Scanners, cell phones, labtop and printers for the SOS sites
Mileage	\$ 20,000	\$ 20,000	\$0	\$20,000	100%	20,000.00	100.00%	Reimbursement of personal vehicle mileage (not to exceed the standard IRS rate at the time of travel), public transportation and ride share services for work purposes not commuting to/from work. This includes parking and toll costs associated with program-related travel. Parking costs associated with operations at main job site is not allowable. Transportation must be associated with the scope of work. There will be no reimbursements for costs associated with legal infractions (tickets, fines, penalties, etc.). Mileage must be tracked in a mileage log approved by employee's supervisor that is subject to monitoring.
								Community member fees related to the mental and physical wellbeing and stable housing costs, including Meals, Gift Cards, Bus Passes, fees for client documents,
Client Support	\$ 400,000		\$0	\$375,000	94%	375,000.00		legal fees, housing fees, storage fees, etc. Land Rental Fees, Portable Toilets, Hand Washing Stations, Drinking Water, Removal of Gray Water, Sewer, Fencing, Propane, Laundry/Showers, Trash, cleanup of
Facilities Costs - SOS Sites Shower acquisition	\$ 995,000 \$ 225,000	\$ 535,000	\$0 \$225,000	\$535,000 \$225,000	54% 100%	535,000.00 225,000.00		onsite housing, maintenance of LHS, etc. client shower facilities through PB funding only
Professional Services: Ongoing Operations Total Other Direct Costs	\$ 144,000 2,422,463		\$225,000	\$117,000	81%	117,000.00		Ongoing operations/facilities support
Total Salaries, Fringe and Other Direct Costs	\$ 4,404,263.00					\$ 3,770,455	85.61%	
	÷,+04,203.00	÷ 0,040,400.00	¥ 220,000.00	¥ 0,770,400	00%	Ψ 0,170,400	00.01%	
Indirect Costs Indirect Costs Total Project Cost (Direct + Indirect)	\$215,426 4.619.689.3 0	\$ 354,545 3,900,000.00	\$0 225,000.00	\$354,545 \$4,125,000	165%	\$354,545 4,125,000.00	<u>164.58%</u> 86%	Indirect calculated 10% of Salaries, Fringe and Other Direct Costs
	4,019,009.30	3,900,000.00	225,000.00	φ4,1∠0,000	09%	4,125,000.00	00%	
Grand Total	\$4,619,689.30	\$3,900,000.00	\$225,000.00	\$4,125,000.00	89%	\$4,125,000.00	86%	

Contractor Name:	Colorado Vil	age Collaborative	City Contract #:	HOST 202266219			
Project :	Safe Outdoor Space	e					
Contract Term:	From:	1/1/2021	то:	12/31/2024			
Program/Fiscal Year:		2024	1				
Budget Category	Agency Total (All Funding Sources for Agenc	ARPA Federal Funding	⊐ Total Costs requ	ested from HOST	Agency	⁷ Total	Budget Narrative
Personnel: Job Title	Total	Amount	Subtotal	%	Amount	%	
SOS Program Director	\$ 89,380.0	0 \$ 66,000	\$66,000.00	74%	\$66,000.00		[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.
							[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
Senior Manager Maintenance Coordinator	\$ 68,125.0			<u> 66%</u> 92%	\$45,000.00		Benefits. [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.
Site Managers (4 FTE)	\$ 236,530.0			93%	\$220,000.00		[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.
							[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.
SOS Coordinators (12 FTE)	\$ 654,000.0	0 \$ 549,120	\$549,120.00	84%	\$549,120.00		[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
SOS Assistants (16 FTE)	\$ 697,600.0			86%	\$599,040.00		Benefits.
Total Salary:	\$ 1,800,135.0	0 \$ 1,529,160.00	\$1,529,160.00	85%	\$1,529,160.00	84.95%	

									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
Fringe Benefits	\$	360,027.00	\$	305,832	\$305,832.00	85%	\$305,832.00	84.95%	Financial Administration E. Fringe Benefits.
Total Salary and Fringe Benefits:	\$	2,160,162.00	\$	1,834,992.00	\$1,834,992.00	85%	\$1,834,992.00	84.95%	
Start up costs	\$	625,075.00	\$	573,463	\$573,463.00	92%	573,463.00	91.74%	Includes Tents, Permits, Pallet Shelters, Sleeping Bags, Cots, Security Fencing, Platforms, Storage Containers, Heaters, Heating Blankets, Power Cables, Lighting, Tables/Chairs, Battery Generator, Sewer, Engineering, Architectural, Electricians, Plumber, LHS Startup/Construction Supplies, and including any unforeseen start-up costs
									PPE, trash, cleaning supplies, laundry supplies, beds,
Program /Project Supplies	\$	49,050.00	\$	70,000	\$70,000.00	143%	70,000.00	142.71%	mats, mat covers, sanitizer, storage bags, etc
Mileage	\$	20,000.00	63	20,000	\$20,000.00	100%	20,000.00	100.00%	Reimbursement of personal vehicle mileage (not to exceed the standard IRS rate at the time of travel), public transportation and ride share services for work purposes not commuting to/from work. This includes parking and toll costs associated with program-related travel. Parking costs associated with operations at main job site is not allowable. Transportation must be associated with the scope of work. There will be no reimbursements for costs associated with legal infractions (tickets, fines, penalties, etc.). Mileage must be tracked in a mileage log approved by employee's supervisor that is subject to monitoring.
Minor Equipment (cell phones)	\$	20,000.00	\$	20,000	\$20,000.00	100%	20,000.00	100.00%	Scanners, cell phones, labtop and printers for the SOS sites
Client Support	\$	436,000.00	\$	375,000	\$375,000.00	86%	375,000.00	86.01%	Community member fees related to the mental and physical wellbeing and stable housing costs, including Meals, Gift Cards, Bus Passes, fees for client documents, legal fees, housing fees, storage fees, etc. Land Rental Fees, Portable Toilets, Hand Washing Stations, Drinking Water, Removal of Gray Water, Sewer,
Facilities Costs - 200 Sites	\$	4 004 550 00	¢	535 000	¢525,000,00	400/	535 000 00	40.00%	Fencing, Propane, Laundry/Showers, Trash, cleanup of
Facilities Costs - SOS Sites	\$	1,084,550.00	\$	535,000	\$535,000.00	49%	535,000.00	49.33%	onsite housing, maintenance of LHS, etc.
Professional Services: Ongoing Operations	\$	156,960.00	¢	117,000	\$117,000.00	75%	117,000.00	74 54%	Ongoing operations/facilities support
Total Other Direct Costs	φ \$	2,391,635.00		1,710,463	\$1,710,463.00	73%	1,710,463.00	74.54%	
Total Salaries, Fringe and Other Direct Costs	\$	4,551,797.00					\$ 3,545,455.00	77.89%	
Indirect Costs									
Indirect Costs		\$455,180	\$	354,545	\$354,545	78%	\$354,545	77.89%	Indirect calculated 10% of Salaries, Fringe and Other Direct Costs
Total Project Cost (Direct + Indirect)		\$5,006,977	\$	3,900,000	\$3,900,000	78%	3,900,000	78%	
Grand Total		\$5,006,977		\$3,900,000.00		78%	\$3.900.000.00	78%	
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