SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **VOLUNTEERS OF AMERICA COLORADO BRANCH.** a Colorado nonprofit whose address is 2660 Larimer Street, Denver, CO 80205 (the "Contractor"), jointly ("the Parties").

RECITALS:

A. The Parties entered into Agreement dated April 1, 2021, and a First Amendatory Agreement dated May 3, 2022 (collectively, the "Agreement") to support shelter operations and the respite program.

B. The Parties wish to amend the Agreement to increase the maximum contract amount.

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

1. All references to "...Exhibit A and A-1..." in the Agreement shall be amended to read: "...Exhibit A, A-1 and A-2..." as applicable. The scope of work marked as **Exhibit A-2** attached to this Second Amendatory Agreement is hereby incorporated by reference.

2. Paragraph 4 of the Agreement entitled <u>COMPENSATION AND PAYMENT</u> is hereby deleted in its entirety and replaced with:

"4. COMPENSATION AND PAYMENT:

4.4. Maximum Contract Amount:

4.4.1. Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed Three Million Six Hundred Sixty-Two Thousand Six Hundred Eighty Dollars (\$3,662,680.00.00) (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 **Exhibit A-2**. Any services performed beyond those in **Exhibit A-2** or performed outside the Term are performed at the Contractor's risk and without authorization under this Agreement."

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

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

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Contract Control Number:	HOST-202266054-02, HOST-202057224-02
Contractor Name:	VOLUNTEERS OF AMERICA COLORADO BRANCH

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-202266054-02, HOST-202057224-02 VOLUNTEERS OF AMERICA COLORADO BRANCH

DocuSigned by: (hiyoko Yokota 270988002E60407... ____ By:

Name: Chiyoko Yokota (please print)

Title: ______Chief Financial Officer ______ (please print)

ATTEST: [if required]

By: _____

Name: _____

(please print)

SCOPE OF WORK

DEPARTMENT OF HOUSING STABILITY

VOLUNTEERS OF AMERICA COLORADO BRANCH

HOST-202266054-02

I. INTRODUCTION

Period of Performance Start and End Dates: 01/01/2023 – 12/31/2023

Project Description:

The purpose of this contract agreement is to provide a Department of Housing Stability (HOST) **amendment** award for an additional **\$304,680.00**, for a total award for 2023 of 1,399,680 and a total contract amount of \$3,662,680.00. These funds will be provided to Volunteers of America Colorado Branch (VOACB) to be utilized for Family Motel Shelter Operations and supportive services for people experiencing homelessness within the City and County of Denver.

Funding Source:	General Fund, 2B Funding
Project Name:	Shelter Operations
Contractor Address:	2660 Larimer St., Denver, CO 80205
Organization Type:	Non-Profit

II. List of Services to be provided by contractor A. Shelter Operations

- 1. VOA will operate, clean, and maintain a 365-day, 24-hour emergency motel located in the City and County of Denver.
- 2. A Secured space shall be allocated for client activities including sleeping, showering, and laundering of client-belongings.
- 3. Clients shall have access to shelter programming on-site. Shelter programming will be offered by VOA staff and any Family-Motel assigned DHS staff if applicable at any location.
- 4. A minimum of thirty shelter rooms will be reserved for families with children or dependent individuals in the household experiencing homelessness within criteria set by HOST.
- 5. Ten shelter rooms will be reserved for people experiencing homelessness and in need of a safe space to medically recuperate, also known as "respite." These rooms will only be available for use until the shelter transitions to a new location.
- 6. At all locations VOA will provide blankets, towels, a continental breakfast, a sack lunch, and dinner daily. Food at the new/temporary location will be made available to guests.

7. VOA will provide around the clock front desk coverage and crisis intervention services for clients at all locations.

B. Shelter Programs

- 1. VOA will provide housing-focused case management services in pursuit of positive housing outcomes. Services will include benefit and income acquisition, case planning, housing search, navigation and placement, person-centered community referrals.
- 2. VOA will participate in coordination meetings with HOST and other partners. Specific meetings and frequency will be determined in collaboration with HOST. Examples include, but are not limited to: case conferencing, coordinated entry meeting and city led meetings.

C. Respite Care

- 1. VOA will provide a respite case manager while providing care at the shelter until program transitions to new location.
- 2. VOA will provide food, transportation and clothing for respite clients while providing care at the shelter site until program transitions to new location

III. ROLES AND RESPONSIBILITIES FOR BOTH PARTIES

A. Contractor will:

- 1. Work with City to host any city-designated sensitivity training on an annual basis.
- 2. Provide any online modular sensitivity training developed and provided by the City to all new direct-service staff within 15 days of hire date. Ensure direct-service staff complete training refresher on a biennial basis.
 - a. Sensitivity Training is available at <u>https://denvergov.org/media/denvergov/housingstability/context_of_homelessnes</u> <u>s/story.html</u>
 - b. Staff will need to complete and sign the "Statement of Completion of Required Training: Informed, Compassionate, and Positive Interactions with Persons Experiencing Homelessness" form

B. The city will:

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

IV. EQUITY ACCESS AND OUTCOMES

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

V. FUNDS WILL BE USED TO

A. Funds will be utilized in support of Family Motel Shelter Operations and Programs.

	2021	2022	2023
Shelter Operations	\$1,095,000.00	\$1,168,000.00	\$1,399,680.00
Total Contract Amount			\$ 3,662,680.00

VI. OBJECTIVE AND OUTCOMES

- A. Household Characteristics
 - 1. Number of households that exited the program within the reporting period and contract period to date.
 - i. Source: HMIS
 - 2. Number and percentage of heads of household by race, ethnicity, gender, age, and income at entry (if reported in HMIS for program type) and household size.
 - i. 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.
 - i. Data source: HMIS
- C. Shelter Operations and Programs
 - 1. Process Measure: Shelter capacity.
 - i. 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.
 - Process Measure: Number of households served in daytime services each day.
 i. Source: HMIS
 - Process Measure: Number of households served who stay overnight each night.
 i. Source: HMIS
 - 4. Outcome Measure: Average days households use daytime services within reporting period.
 - i. Source: HMIS
 - 5. Outcome Measure: Average nights households use overnight shelter within reporting period.
 - i. Source: HMIS

- 6. Process Measure: Number and percentage of households served who are engaged in individualized rehousing services (case management).
 - i. Source: HMIS
 - ii. Benchmark: At least 90% of all guests served within the reporting period
- 7. Outcome Measure: Number and percentage of all households who exit to a stable or permanent housing solution.
 - i. Source: HMIS
 - ii. Benchmark: At least 30% of households who exit the shelter program
 - iii. Note: This will be measured from the destination at exit field in HMIS, categories will be grouped into permanent housing, stable housing, and other destinations.
- 8. Outcome Measure: Number and percentage of households engaged in rehousing services who exit to a stable or permanent housing solution.
 - i. Source: HMIS
 - ii. Benchmark: At least 50% of households who exit the shelter program
 - iii. Note: This will be measured from the destination at exit field in HMIS, categories will be grouped into permanent housing, stable housing, and other destinations.
- 9. Outcome Measure: Number and percentage of households who remain stably housed one year after program exit (as measured by not having a service or program enrollment that indicates homelessness).
 - i. Source: HMIS
 - ii. Benchmark: At least 80% of households who have been exited for at least one year.
- 10. Outcome Measure: Number and percentage of households who increase earned income.
 - i. Source: HMIS
 - ii. Benchmark: 30%
- 11. Process Measure: Number and percentage if households served who receive employment and/or benefits acquisition services.
 - i. Source: HMIS
 - ii. Benchmark: At least 50% of households.

VII. Reporting

- A. Data collection is required and must be completed demonstrating eligibility and progress toward meeting the indicators contained in this Scope of Work. Disbursement of funds is contingent based on the ability to collect the required information.
- B. Contractor will submit reports via the online portal provided to the contractor (unless otherwise specified). Reports will be due on the last 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: 1000. Households served in 2023 will be 120.
 - ii. Total households served this report period
 - iii. Unduplicated households served this report period
 - iv. Unduplicated households served contract period to date
 - e. Number of households served who are experiencing homelessness
 - f. Number of households by race and ethnicity of head of household:
 - g. Number of households that include someone age 62 and older
 - h. Number of households that include a person with a disability
 - i. Income Levels of people/family: *optional for Homelessness Resolution program types that do not require income collection (e.g., shelter)

VIII. HOMELESS MANAGEMENT INFORMATION SYSTEM AND REPORTING

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

The Contractor agrees to fully comply with the rules and regulations required by the U.S. Department of Housing and Urban Development (HUD) which govern the 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 shared with the funder and the community to improve system performance and assist with monitoring. MDHI and/or HOST will monitor contractor compliance and performance on an annual basis through a site visit.

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

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

HOST may request aggregate data from MDHI for City related reporting needs.

IX FINANCIAL ADMINISTRATION

A. Compensation and Methods of Payment

- 1. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
- 2. The method of payment to the Contractor by HOST shall be in accordance with established HOST procedures for line-item reimbursements. Invoice requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Invoices should be submitted within thirty (30) days of the actual service, expenditure, or payment of expense.
- 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.
- 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. Budget Modifications to the services provided by Contractor, or changes to each line-item budget in excess of the ten percent (10%) or \$10,000 threshold, which do not increase the total funding to Contractor, are considered a Budget Modification. Such budget modifications will require submittal of written justification and new budget documents by the Contractor. These budget documents will require approval by HOST program and contracting staff. 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 after the contract Agreement start date and prior to the last Quarter of the fiscal period, unless waived in writing by the HOST Director or their designee.
- 4. Budget modification requests are limited to two per each fiscal year of a contract agreement term. Exceptions to this limit may be made by the HOST Executive Director or their designee.

C. Invoicing Requirements

- 1. To meet Government requirements for current, auditable books at all times, it is required that all Invoices be submitted monthly to HOST to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.
- 2. No more than four (4) Invoices may be submitted per contract per month, without prior approval from HOST.
- 3. All Invoices 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 Invoice Processing Policy.
- 5. For contracts subject to Federal Agreements, only allowable costs determined in accordance with 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (the "OMB Omni Circular") applicable to the organization incurring the cost will be reimbursed.
- 6. The reimbursement request, or draw request, for personnel and non-personnel expenses should be submitted to the City on a monthly basis, no later than the 15th day of the following month for expenses incurred in the prior month. The request for reimbursement should include:

- a. Amount of the request in total and by line item.
- b. Period of services for current reimbursement.
- c. Budget balance in total and by line item.
- d. Authorization for reimbursement by the contract signatory (i.e., executive director or assistant director).
- 7. If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to HOST prior to the draw request.
- 8. The standardized HOST "Expense Certification Form" should be included with each payment request to provide the summary and authorization required for reimbursement.

D. Payroll

- 1. A summary sheet should be included to detail the gross salary of the employee, amount of the salary to be reimbursed, the name of the employee, and the position of the employee. If the employee is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be shown on the timesheet as described below. Two items are needed for verification of payroll: (1) the amount of time worked by the employee for this pay period; and (2) the amount of salary paid to the employee, including information on payroll deductions.
- 2. The amount of time worked will be verified with timesheets. The timesheets must include the actual hours worked under the terms of this contract, and the actual amount of time worked under other programs. The total hours worked during the period must reflect all actual hours worked under all programs including leave time. The employee's name, position, and signature, as well as a signature by an appropriate supervisor, or executive director, must be included on the timesheets. If an electronic time system is used, signatures are not required. If the timesheet submitted indicates that the employee provided services payable under this contract for a portion of the total time worked, then the amount of reimbursement requested must be calculated and documented in the monthly reimbursement request.
- 3. A payroll registers or payroll ledger from the accounting system will verify the amount of salary. Copies of paychecks are acceptable if they include the gross pay and deductions.

E. Fringe Benefits

1. Fringe benefits paid by the employer can be requested by applying the FICA match of 7.65 percent to the gross salary -less pre-tax deductions, if applicable, paid under this contract. Fringe benefits may also include medical plans, retirement plans, worker's compensation, and unemployment insurance. Fringe benefits that exceed the FICA match may be documented by 1) a breakdown of how the fringe benefit percentage was determined prior to first draw request; or, 2) by submitting actual invoices for the fringe benefits. If medical insurance premiums are part of the

estimates in item #1, one-time documentation of these costs will be required with the breakdown. Payroll taxes may be questioned if they appear to be higher than usual.

2. Fringe benefits include, but are not limited to, the costs of leave (vacation, familyrelated, sick, or military), employee insurance, pensions, and unemployment benefit plans. The cost of fringe benefits is allowable if they are provided under established written leave policies, the costs are equitably allocated to all funding sources, including HOST awards; and, the accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the vendor. HOST does not allow payments for unused leave when an employee retires or terminates employment.

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 Invoice 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. 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. All HOST contracts will be subject to 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) Invoicing Process.
- 11. The Contractor will be responsible for all Disallowed Costs.
- 12. The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent

auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

H. Procurements

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

I. Monitoring Requirements

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

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 submitting a final invoice marked "Final Invoice" and any required performance and outcome reports to HOST by the required due dates outlined in this Contract.
- 2. HOST will close out the Contract when it determines that all applicable administrative actions and all required work of the contract have been completed. If Contractor fails to perform in accordance with this Agreement, HOST reserves the right to unilaterally close out a contract, "unilaterally close" means that no additional money may be expended against the contract.

L. Collection of Amounts Due

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

X. Budget

Contract Program Budget Summary

Contractor Name:	Volunteers	Volunteers of America Colorado Branch			HOST 20	HOST 202266054	
Project :	Family Motel						
Contract Term:	From:	1/1/2023	To:	12/31/2023			
Program Year:		2023					
Budget Category	Agency Total (All Funding Sources for Agency)	HOST General Fund	HOST 2B Funding	Total Costs requested from HOST	Agenc	y Total	Budget Narrat
Direct Costs	Total	Amount	Amount	Subtotal	Amount	%	
Family Motel Rooms	\$ 1,181,280.00	\$ 1,181,280.00		\$ 1,181,280.00	\$1,181,280.00	100%	HOST will pay for up to 30 ro January 1, 20 \$1,181,280.00 and supportiv
Family Motel Rooms Respite	\$ 218,400.00		\$ 218,400.00	\$ 218,400.00	\$218,400.00	100%	HOST will pay 10 respite roc January 1, 20 \$218,400.00
Total Direct Costs:	\$ 1,399,680.00	\$ 1,181,280.00	\$ 218,400.00	\$ 1,399,680.00	\$ 1,399,680.00	100.00%	
Grand Total	\$ 1,399,680.00	\$ 1,181,280.00	\$ 218,400.00	\$ 1,399,680.00	\$ 1,399,680.00	100.00%	

rative

bay a flat rate of \$108.00 per day per room rooms, whether occupied or not. 2023 through December 31, 2023 totalling .00. Costs to include case management tive services as needed.

bay a flat rate of \$80 per day, per room for ooms, whether occupied or not. 2023 through September 30, 2023 totalling 0