

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **BURGWYN RESIDENTIAL MANAGEMENT SERVICES LLC**, a Colorado limited liability company, whose address is 104 Broadway, STE 500, Denver, CO 80203 (the “Contractor”), jointly “the Parties” and individually a “Party.”

**WHEREAS**, the Parties entered into an Agreement dated March 11, 2021 (collectively, the “Agreement”) to provide permanent supportive housing services at two properties to people experiencing homelessness in the City and County of Denver ; and

**WHEREAS**, the Parties now wish to modify the Agreement as set forth below.

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

1. All references to “...Exhibit A...” in the existing Agreement shall be amended to read: “...Exhibit A and A-1...” as applicable. **Exhibit A-1** the Scope of Work is attached and will control from and after the date of execution.

2. Section 3 of the Agreement entitled **TERM** is amended to read as follows:

“**3. TERM**: The Agreement will commence on January 1, 2021, and will expire, unless sooner terminated, on December 31, 2024 (the “Term”).”

3. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” Sub-section 4.4 entitled “**Maximum Contract Amount**” paragraph 4.4.1 is amended to read as follows:

“**4.4. Maximum Contract Amount**

**4.4.1** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Eight Hundred Thousand Dollars (\$800,000.00) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including services performed by the Contractor beyond that specifically described in **Exhibits A and A-1**. Any services performed beyond those in **Exhibits A and A-1** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

4. Section 20 of the Agreement entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**” is hereby deleted in its entirety.

5. Section 23 of the Agreement entitled **NO DISCRIMINATION IN EMPLOYMENT** is hereby deleted in its entirety and replaced with:

“**23. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

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

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

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**Contract Control Number:** HOST-202370904-01/HOST-202057235-01  
**Contractor Name:** BURGWYN RESIDENTIAL MANAGEMENT SERVICES LLC

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:

\_\_\_\_\_

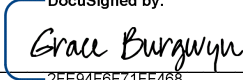
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By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**  
SERVICES LLC

HOST-202370904-01/HOST-202057235-01  
BURGWYN RESIDENTIAL MANAGEMENT

By:  \_\_\_\_\_  
2FE94F6F71FF468...

Name: Grace Burgwyn  
(please print)

Title: Owner  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## SCOPE OF WORK

### DEPARTMENT OF HOUSING STABILITY

#### Burgwyn Residential Management Services LLC

#### HOST-202370904-01

### I. INTRODUCTION

**Period of Performance Start and End Dates:** 01/01/2021 – 12/31/2024

**Project Description:**

The purpose of this contract agreement is to provide a Department of Housing Stability (HOST) amendment to add funding in the amount of \$200,000.00 for a total amount of \$800,000.00. These funds will be provided to Burgwyn Residential Management Services, LLC (BRMS) to provide permanent supportive housing services at two properties to people experiencing homelessness in the City and County of Denver.

**Fourth Quarter Apartments**

This contract will provide permanent supportive housing services including servicing formerly homeless occupants of 25 Veterans housing units and 11 project-based Section 8 housing units at The Fourth Quarter Apartments located at 3150 Downing Street, Denver, Colorado.

**Ruby Hill Residences**

This contract will additionally provide permanent supportive housing services to formerly homeless households including 28 Veterans housing units and 57 project-based Section 8 housing units at Ruby Hill Residences located at 1144 South Pecos Street, Denver, Colorado

<b>Funding Source:</b>	<b>General Fund – Homelessness Resolution</b>
<b>Project Name:</b>	<b>PSH at Fourth Quarter and Ruby Hill</b>
<b>Budget Type:</b>	<b>Focused Cost Reimbursement</b>
<b>Contractor Address:</b>	<b>720 S Colorado Blvd Ste 505S Denver, CO 80246</b>
<b>Organization Type:</b>	<b>Non-Profit</b>

### II. SERVICES DESCRIPTION

**A. Permanent Supportive Housing (PSH)**

1. The contractor will provide PSH evidence-based housing intervention for homeless veterans that combines affordable housing assistance with wrap-around supportive services. Services may include, but are not limited to:
  - a. Case Management;

- b. Access to, or provision of, mental health services;
    - c. On-site resident activities to promote inclusive and robust communities;
    - d. Landlord mediation, including eviction prevention;
    - e. Minor medical expenses, including medications.
  2. Housing Resources provided through this contract for PSH should be prioritized by veterans who meet the Eligibility and Referral Criteria which includes:
    - a. Literally homeless (staying in shelter, vouchered into motels, staying in places not meant for human habitation);
    - b. Chronically homeless (current episode of homelessness lasting longer than 12 consecutive months, or 4 or more distinct episodes of homelessness in past 36 months).
  3. Additional requirement through the PSH contract for the contractor will be:
    - a. Continue to maintain the collection, security, maintenance and reporting to the City's required documentation. All data will be entered in a timely manner on a continuous basis, and the information will be entered into the HMIS.
    - b. The Contractor will continue to fully cooperate with the City's point-in-time survey efforts. In order to promote client participation in the development of programs and services for the homeless, maintain an advisory board that shall include at least one (1) homeless person receiving services under this Agreement.
    - c. Abide by Fair Housing Laws.
    - d. Maintain all tenant records in an organized and confidential manner and provide reasonable access to HOST as requested.
    - e. Coordinate through the HOST Public Information Office via the HOST Project Manager any media interview requests regarding the specific program and/or topics directly related to this program or its tenants.
    - f. Provide the identified supportive services for the City under the support of HOST using best practices and other methods to effectively administer the funds and programs by fostering a sense of collaboration and communication.
    - g. Assist HOST in maintaining 100% occupancy in designated units
- B. The contractor will administer the Life Essentials program for the Fourth Quarter residents. The Life Essential program will allow clients to learn social interactions by participating in life skills activities and events.

### **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 [https://denvergov.org/media/denvergov/housingstability/context\\_of\\_homelessness/story.html](https://denvergov.org/media/denvergov/housingstability/context_of_homelessness/story.html)

- b. The Executive Director or their delegate are required to complete and sign the “Statement of Completion of Required Training: Informed, Compassionate, and Positive Interactions with Persons Experiencing Homelessness” form biennially and submit to HOST.
- 3. Post the City and County of Denver’s Anti-Discrimination Office signage in an area where information is available to staff and program participants.

B. The City will:

- 1. Provide signage that includes information about the City and County of Denver’s Anti-Discrimination Office in both [Spanish and English](#).

**IV. EQUITY ACCESS AND OUTCOMES**

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

**V. FUNDS WILL BE USED TO**

A. Description of how funding will be used under this Scope of Work. In description, please identify if Organization received income from operations and if non-personnel costs are being funded.

Projects	Year 2021	Year 2022	Year 2023	Year 2024
<b>Fourth Quarter Apt.</b>	<b>\$ 80,000</b>	<b>\$ 80,000</b>	<b>\$ 80,000</b>	<b>\$ 80,000</b>
<b>Ruby Hill Residences</b>	<b>\$ 120,000</b>	<b>\$ 120,000</b>	<b>\$ 120,000</b>	<b>\$ 120,000</b>
<b>Total Contract Amount</b>			<b>\$800,000.00</b>	

**VI. OBJECTIVE AND OUTCOMES**

Outputs: The direct results of program activities that may include types, levels and targets of services to be delivered by the program.	Benchmark	Outcomes: The intended accomplishments of the program	Benchmark

They are indicators of how effective you were in implementing your program			
Number of households served annually	121	Number and percentage of clients who exit to permanent housing	80%
Number and percentage of households served coming from a literally homeless situation	100%	Number and percentage of households who remain stably housed on 6 months or longer after entering the program	80%
Percentage of households served who were referred from OneHome	100%	Number and percentage of current households that increase or maintain income (employments or benefits)	75%
Enroll participants in benefits acquisition programs or find employment to increase their income	60%	Number and percentage of current households who acquired non-income-based benefits	20%
Enroll participants in benefits acquisition programs or find employment to increase their income	60%	Number and percentage of households who exit the program with an increase in income	20%
Enroll participants in non-income-based benefits such as Medicaid	60%	Number and percentage of exiting households who acquired non-income-based benefits	20%
Enroll participants in non-income-based benefits such as Medicaid	60%	Number and percentage of current households who maintained or acquired non-income-based benefits	70%

**Assumptions:** Unless otherwise indicated, data will be pulled from Homeless Management Information System (HMIS)  
**Data Quality:** Each reporting period an HMIS Data Quality Report must be uploaded to Salesforce with quarterly report. Data quality must be in alignment with expectations outlined by MDHI

**VII. REPORTING**

- A. Contractor is required to use Homeless Management Information System (HMIS) for program data collection. Contractor’s use of HMIS must adhere to COHMIS [Policy](#) and [Data Quality](#) standards to demonstrate clients’ eligibility, and meet indicators in this scope of work. Disbursement of funds is contingent upon the ability to collect program data using HMIS.
- B. Contractors will be required to use HOST Programs Community to submit all program narrative and qualitative data reports. These reports are due the 15<sup>th</sup> day of the month



following each reporting period. Each narrative report will content information on program success, challenges, and funding leverage during the reporting period.

- C. HOST Programs Community will provide Contractor with an online forum to submit report for each reporting period. Supplemental reporting may be required when HMIS data and narrative reports are insufficient to demonstrate program impact. Submitted reports will be reviewed by the designated Program Officer for completeness, clarity, and accuracy.
- D. Upon execution of this contract, HOST will provide a user guide for using HOST Programs Community portal along with the required login information. Prior to the due date for the first required report, HOST will provide resources and support as needed or as requested by the Contractor to support the use of HOST Programs Community.
- E. Contractor may be required to submit a Contract Summary Report at the end of the contract period within 30 days after the Term End Date of this contract agreement.
- F. Data Monitoring  
A description of the scope of data that will be monitored by HOST throughout the lifecycle of the contract. This includes the mechanism for reporting, the primary goal for households to be served, desired program outcomes, and any program-specific reporting requirements.
  - 1. Program data
    - a. Data sources
      - 1. Homeless service providers: All program data reports will be sourced from client-level data entered in HMIS unless otherwise specified. Qualitative program narratives, data quality reports, and any requested supplemental reports can be submitted through the HOST Programs Community
      - 2. All other programs: Summary reports on clients served will use the HOST Programs Community to report narrative, and households served information. Additional data may be required in the reporting form and/or a supplemental data template provided by HOST.
        - i. Number of unique Households served (universal for all HOST-funded programs) and progress toward the households served goal:  
Households proposed to be served over the contract term – 484  
Households proposed to be served each calendar year – 121  
Year 1 (2021):121  
Year 2 (2022):121  
Year 3 (2023):121  
Year 4 (2024):121
        - ii. Demographics of households served:  
Demographic data of households served are monitored to ensure fair and equitable access to services. The scope of demographic data collected are specific to the needs of the program or any related funding sources. Demographic data can include but is not limited to race and ethnicity, income level, participant age/ age-group/ number

of age-qualifying participants, disability status, mental health condition, or gender identity.

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

2. Qualitative narratives: This includes reports on program successes and challenges, programmatic updates, and supplemental reports. These reports can be submitted through the Salesforce programs community.
3. Financial Data
  - a. Funding sources and amount included
  - b. Total Contract spend to date, by budget category
4. Specific to this Scope of Work
  - a. Additional household characteristics:
    - i. Number of households living in or coming from subsidized housing (for HUD funded only)
    - ii. Age of head of household
    - iii. Number of households by gender of head of household
    - iv. Household size
5. HMIS Data Quality reports (Required for all program reporting in HMIS - Homelessness resolution programs only): Data quality reports are a tool to assist with tracking data quality progress for client data entered into HMIS.
  - a. Data quality standards: The [COHMIS Data Quality Standards](#) determine expected data quality standards by project type. Timeliness is the primary data quality component assessed at HOST to support policies around voluntary client reporting. Table A below summarizes minimum data quality timeliness standards for each project.

<b>Table A</b>		
<b>HMIS Data Entry Time Frame</b>		
<b>Program Type</b>	<b>Minimum Data Elements</b>	<b>Time Frame for Entry</b>
Emergency Shelters	Housing Check-In/Check Out, Services	Same Day
Transitional Housing Programs	Program Entry/Exit, Services	7 Calendar Days
Permanent Supportive Housing Programs	Program Entry/Exit, Services	7 Calendar Days
Rapid Re-Housing Programs	Program Entry/Exit, Services	7 Calendar Days After Enrollment/Eligibility is Established
Homelessness Prevention Programs	Program Entry/Exit, Services	7 Calendar Days After Enrollment/Eligibility is Established
Outreach Programs	Services	2 Working Days

## VIII. FINANCIAL ADMINISTRATION

### A. Compensation and Methods of Payment

1. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
2. The method of payment to the Contractor by HOST shall be in accordance with established HOST procedures for this Agreement line-item reimbursements. Invoice requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Invoices should be submitted within thirty (30) days of the actual service, expenditure, or payment of expense.
3. The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget
4. Invoice request shall be completed and submitted on or before the 15<sup>th</sup> of each month following the month services were rendered. Contractor shall use HOST's preferred invoice template, if requested HOST Financial Services may require a Cost Allocation Plan and budget narrative for detailed estimated description and allocation of funds. This is dependent upon funding source and program requirements.
5. Invoices shall be submitted to the HOST contractor online portal at <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Department-of-Housing-Stability/Partner-Resources/Contractor-Payment-Requests> or by US Mail to:  
Attn: Department of Housing Stability  
Financial Services Team  
201 W. Colfax Ave.  
Denver CO 80202

### B. 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. 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.

7. The standardized HOST “Expense Certification Form” should be included with each payment request to provide the summary and authorization required for reimbursement.

### **C. Payroll**

1. A payroll register or payroll ledger from the official accounting system will verify the amount of salary. Payroll registers must detail the pay period, gross pay, and deductions.
2. If the employee(s) is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be deducted from the requested reimbursement amount and documented on each reimbursement summary sheet or payroll register.
3. HOST reserves the right to request submittal of additional documentation including timesheets or additional accounting system reports to substantiate payroll reimbursement requests.

### **D. Fringe Benefits**

1. Fringe benefits paid by the employer can be requested as substantiated by the payroll registers or accounting records submitted for the appropriate period.
2. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick, or military), employee insurance, pensions, and unemployment benefit plans. The cost of fringe benefits is allowable if they are provided under established written leave policies, 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 will not reimburse payments for unused leave when an employee separates from employment.

### **E. General Reimbursement Requirements**

1. Invoices: All non-personnel expenses should be documented on a summary sheet for the period indicated on the reimbursement request to include:
  - a. Vendor Name
  - b. Amount
  - c. Purpose
  - d. Payment Method (Check #, ACH Date & Amount, Wire Number, Date & Amount, Credit Card Date & Amount)
  - e. All invoices must be kept on file for audit purposes for three (3) years. For Audit purposes all invoices must be 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 Invoice 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.

#### **F. Budget Modification Requests**

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

#### **G. Contract Amendments**

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

#### **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. 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.

#### **I. 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 supplies, or other property that costs more than ten thousand dollars (\$10,000) in the aggregate.
2. The Contractor will ensure selected vendor or proposer has required insurance once the Contractor identifies a successful vendor or proposer.

3. The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
4. For contracts subject to federal agreements, if there is a residual inventory of unused supplies exceeding five thousand dollars (\$5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other federally sponsored programs or projects the Contractor will compensate the awarding agency for its share.

**J. Monitoring Requirements**

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

**K. 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.

**L. 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.

**M. Collection of Amounts Due**

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

## **IX. Budget**



Contract Program Budget Summary						
Contractor Name:	Burgwyn Residential Management Services, LLC		City Contract #:	HOST 202370904		
Project :	The Fourth Quarter Residences					
Contract Term:	From:	1/1/2024	To:	12/31/2024		
Program/Fiscal Year:	2024					
Budget Category	Agency Total (All Funding Sources for Agency)	General HOST Funds The Fourth Quarter Residences 2024	Total Costs requested from HOST	Agency Total		Budget Narrative
Personnel: Job Title	Total	Amount	HOST Total	Amount	%	
Program Director/Manager	\$58,300	\$11,600	\$11,600	\$58,300	100.00%	[Full-time/ Part-time] [Salary/Hourly wages] will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see the Financial Administration Payroll and E. Fringe Benefits section. Short Description of position(s). The program director/manager will be dedicated to contract compliance, service model fidelity, supervision/training, invoicing, data analysis, and fulfilling other positions when necessary
Resident Services Coordinator	\$47,000	\$35,250	\$35,250	\$47,000	100.00%	[Full-time/ Part-time] [Salary/Hourly wages] will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see the Financial Administration Payroll and E. Fringe Benefits section. Short Description of position(s). The resident services coordinator will provide case management services to the community and will develop and maintain a robust community. This position will provide social and service events.
Resident Services Coordinator	\$47,000	\$18,200	\$18,200	\$47,000	100.00%	[Full-time/ Part-time] [Salary/Hourly wages] will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see the Financial Administration Payroll and E. Fringe Benefits section. Short Description of position(s). The resident services coordinator will provide case management services to the community and will develop and maintain a robust community. This position will provide social and service events.
<b>Total Salary:</b>	<b>\$152,300</b>	<b>\$65,050</b>	<b>\$65,050</b>	<b>\$152,300</b>	100.00%	
<b>Fringe Benefits</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	0.00%	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
<b>Total Salary and Fringe Benefits:</b>	<b>\$152,300</b>	<b>\$65,050</b>	<b>\$65,050</b>	<b>\$152,300</b>	100.00%	

<b>Other Direct Costs</b>	Total	Amount	Subtotal	Amount	%	
Program/Project Supplies	\$3,000	\$3,000	\$3,000	\$3,000	100.00%	Community events such as client activities and life skills supplies, such as craft supplies, materials for activities, sport equipment, entertainment items, admission costs, facilitator costs, and food.
Client Support	\$5,000	\$5,000	\$5,000	\$5,000	100.00%	Client Welcome Kits (items based on client need), household items, work and school uniforms, food, application fees, gift cards, rental assistance, clothing, phones, cell phones and data plans/internet, minor training/education expenses, background checks, I.D.'s, birth/death certificates, medical supplies/equipment, medication, toiletries, cleaning supplies, laundry assistance, minor furniture, and transportation costs. This list is not all-inclusive, and any support not included on this list would require written preapproval from the designated HOST Program Officer and HOST Finance.
Mileage	\$300	\$300	\$300	\$300	100.00%	This line item will cover the cost of mileage when using the BRMS ADA accessible vehicle to transport residents to the food bank, grocery store, outings, and other types of trips not listed.
Professional Services	\$3,000	\$3,000	\$3,000	\$3,000	100.00%	Program-related expenses for services that require specialized or advanced knowledge. Includes fees for services of professionals offering onsite mental health services, support groups, and consultation on an as-needed basis.
<b>Total Other Direct Costs</b>	<b>11,300</b>	<b>\$11,300</b>	<b>\$11,300</b>	<b>\$11,300</b>	<b>100.00%</b>	
<b>Total Salaries, Fringe and Other Direct Costs</b>	<b>\$ 163,600.00</b>	<b>\$ 76,350.00</b>	<b>\$ 76,350.00</b>	<b>163,600</b>	<b>100.00%</b>	
<b>Indirect Costs</b>						
<b>Indirect Costs</b>	\$3,650	\$3,650.00	\$3,650	\$3,650	100.00%	Indirect calculated 5 % of Salaries, Fringe and Other Direct Costs
<b>Grand Total</b>	<b>167,250</b>	<b>80,000.00</b>	<b>80,000</b>	<b>\$167,250</b>	<b>100.00%</b>	

Contract Program Budget Summary						
Contractor Name:		Burgwyn Residential Management Services LLC	City Contract #:		HOST 2024TBD	
Project :		Ruby Hill Residences				
Contract Term:		From:	1/1/2024	To:	12/31/2024	
Program/Fiscal Year:		2024				
Budget Category	Agency Total (All Funding Sources for Agency)	General Host Funding Ruby Hill Residences 2024	Total Costs requested from HOST	Agency Total		Budget Narrative
Personnel: Job Title	Total	Amount	HOST Total	Amount	%	
Program Director/Manager	\$58,300	\$20,000	\$20,000	\$58,300	100.00%	[Full-time/ Part-time] [Salary/Hourly wages] will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see the Financial Administration Payroll and Fringe Benefits section. Short Description of position(s).The program director/manager will be dedicated to contract compliance, service model fidelity, supervision/training, invoicing, data analysis, and fulfilling other positions when necessary.
Resident Services Coordinator	\$47,000	\$47,000	\$47,000	\$47,000	100.00%	[Full-time/ Part-time] [Salary/Hourly wages] will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see the Financial Administration Payroll and Fringe Benefits section. . Short Description of position(s). The resident services coordinator will provide case management services to the community and will develop and maintain a robust community. This position will provide social and service events.
Resident Services Coordinator	\$47,000	\$40,550	\$40,550	\$47,000	100.00%	[Full-time/ Part-time] [Salary/Hourly wages] will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see the Financial Administration Payroll and Fringe Benefits section. Short Description of position(s). The resident services coordinator will provide case management services to the community and will develop and maintain a robust community. This position will provide social and service events.
<b>Total Salary:</b>	<b>\$152,300</b>	<b>\$107,550</b>	<b>\$107,550</b>	<b>\$152,300</b>	<b>100.00%</b>	
<b>Fringe Benefits</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>#DIV/0!</b>	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.
<b>Total Salary and Fringe Benefits:</b>	<b>\$152,300</b>	<b>\$107,550</b>	<b>\$107,550</b>	<b>\$152,300</b>	<b>100.00%</b>	
<b>Other Direct Costs</b>	Total	Amount	Subtotal	Amount	%	

Client Support	\$4,000	\$4,000	\$4,000	\$4,000	100.00%	Client Welcome Kits (items based on client need), household items, work and school uniforms, food, application fees, gift cards, rental assistance, clothing, phones, cell phones and data plans/internet, minor training/education expenses, background checks, I.D.'s, birth/death certificates, medical supplies/equipment, medication, toiletries, cleaning supplies, laundry assistance, minor furniture, and transportation costs. This list is not all-inclusive, and any support not included on this list would require written preapproval from the designated HOST Program Officer and HOST Finance.
<b>Total Other Direct Costs</b>	<b>4,000</b>	<b>\$4,000</b>	<b>\$4,000</b>	<b>\$4,000</b>	<b>100.00%</b>	
<b>Total Salaries, Fringe and Other Direct Costs</b>	<b>\$ 156,300.00</b>	<b>\$ 111,550.00</b>	<b>\$ 111,550.00</b>	<b>156,300</b>	<b>100.00%</b>	
<b>Indirect Costs</b>						
<b>Indirect Costs</b>	\$8,450	\$8,450.00	\$8,450	\$8,450	100.00%	Indirect calculated 7.5% of Salaries, Fringe and Other Direct Costs
<b>Grand Total</b>	<b>164,750</b>	<b>120,000.00</b>	<b>120,000</b>	\$164,750	100.00%	