

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT (“Amendment”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **THE ST. COLORADO COALITION FOR THE HOMELESS** a Colorado nonprofit, whose address is 2111 Champa Street, Denver, CO 80205 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated April 14, 2021 for the City to provide funding and Contractor to administer and operate a Tenant Based Rental Assistance (“TBRA”) Program (the “Agreement”); and

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

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

1. All references to “Exhibit A” in the existing Agreement shall be amended to read “Exhibit A and A-1, as applicable.” The Scope of Work marked as Exhibit A-1 is attached and is incorporated herein by referenced into the Agreement.

2. Section 2 of the Agreement, titled “**TIME OF PERFORMANCE**,” is amended to read as follows:

“**2. TIME OF PERFORMANCE**: This Agreement shall begin on January 1, 2021, and end on December 31, 2024, unless such time is extended by written agreement of the parties, executed in the same manner as this Agreement. The term of this Agreement and the provisions herein shall automatically be extended to cover any additional time period which the Contractor remains in control of HOME Investment Partnerships Program (“HOME”) funds or other HOME assets, including program income.”

3. Section 3 of the Agreement, titled “**COMPENSATION**,” is amended to read as follows:

“**3. COMPENSATION**: The amount to be paid by the City to the Contractor shall not exceed **Two Million Three Hundred Twenty-Eight Thousand Two Hundred Nineteen Dollars and NO/100 (\$2,328,219.00)**. The obligation of the City for payments under this

Agreement is limited to monies appropriated by the U.S. Congress and the City Council and paid into the City Treasury as an applicable cost under the “Home Investment Partnership Agreements” referred to below. Funds will be released to the Contractor in accordance with the budget and other requirements set forth in Exhibit A and Exhibit A-1, as applicable. The parties agree that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.”

4. Section 5 of the Agreement, titled “**NO DISCRIMINATION IN EMPLOYMENT**,” is amended to read as follows:

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

5. Section 25 of the Agreement, titled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**,” is amended to read as follows:

“**25. INTENTIONALLY OMITTED.**”

6. Section 39 of the Agreement entitled “**PROTECTED INFORMATION AND DATA PROTECTION**” is amended to read as follows:

“**39. PROTECTED INFORMATION AND DATA PROTECTION.**

A. Compliance with Data Protection Laws: The Contractor shall comply with all applicable laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including,

without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder and, when applicable, the most recent iterations of § 24-73-101, *et seq.*, C.R.S.; § 24-85-103 (2.5), C.R.S.; IRS Publication 1075; the Health Information Portability and Accountability Act (HIPAA); the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all Criminal Justice Information; the Colorado Consumer Protection Act; and the Payment Card Industry Data Security Standard (PCI-DSS), (collectively, "Data Protection Laws"). If the Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City.

B. Personal Information: "PII" means personally identifiable information including, without limitation, any information maintained by the City about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§ 24-73-101, C.R.S. "PII" shall also mean "personal information" as set forth at § 24-73-103(1)(g), C.R.S. If receiving PII under this Agreement, the Contractor shall provide for the security of such PII, in a manner and form acceptable to the City, including, without limitation, City non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, and security audits. In addition, as set forth in § 28-251, D.R.M.C., the Contractor, including, but not limited to, the Contractor's employees, agents, and subcontractors, shall not collect or disseminate individually identifiable information about the national origin, immigration, or citizenship status of any person, over and above the extent to which the

City is required, under this Agreement, to collect or disseminate such information in accordance with any federal, state, or local law.

C. Safeguarding Protected Information: “Protected Information” means data, regardless of form, that has been designated as private, proprietary, protected, or confidential by law, policy, or the City. Protected Information includes, but is not limited to, employment records, protected health information, student records, education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and PII. Protected Information shall not include public records that by law must be made available to the public pursuant to the Colorado Open Records Act § 24-72-201, *et seq.*, C.R.S. To the extent there is any uncertainty as to whether data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the City or an appropriate legal authority. Unless the City provides security protection for the information it discloses to the Contractor, the Contractor shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. Disclosure of Protected Information does not include disclosure to a third party under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Contractor has been contracted to maintain, store, or process personal information on the City's behalf, the Contractor is a “Third-Party Service Provider” as defined by § 24-73-

103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101, *et seq.*, C.R.S.

D. Data Access and Integrity: The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards, guidelines, and Data Protection Laws applicable to the Contractor's performance hereunder to ensure the security and confidentiality of all data. The Contractor shall protect against threats or hazards to the security or integrity of data; protect against unauthorized disclosure, access to, or use of any data; restrict access to data as necessary; and ensure the proper use of data. The Contractor shall not engage in "data mining" except as specifically and expressly required by law or authorized in writing by the City. All data and Protected Information shall be maintained and securely transferred in accordance with industry standards. Unless otherwise required by law, the City has exclusive ownership of all data it discloses under this Agreement, and the Contractor shall have no right, title, or interest in data obtained in connection with the services provided herein.

E. Data Retention, Transfer, Litigation Holds, and Destruction: Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of this Agreement, the Contractor shall securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City; however, this requirement shall not apply to the extent the Contractor is required by law to retain data, including Protected Information. Upon the City's request, the Contractor shall confirm the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Contractor's exclusive custody, the City may request that the Contractor preserve such data outside of its usual record retention policies. The City will promptly

coordinate with the Contractor regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Contractor shall continue to preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Contractor shall destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable.

F. Software and Computing Systems: At its reasonable discretion, the City may prohibit the Contractor from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, store, or generate data and information, with Protected Information, received as a result of the Contractor's services under this Agreement. The Contractor shall comply with all requirements, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Contractor shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions. The Contractor shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, enhancements, or updates consistent with evolving industry standards, and periodic penetration testing.

G. Background Checks: The Contractor will ensure that, prior to being granted access to Protected Information, the Contractor's agents, employees, subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary criminal background screenings, have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and Data Protection Laws,

and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data.

H. Subcontractors and Employees: If the Contractor engages a subcontractor under this Agreement, the Contractor shall impose data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the services provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its subcontractor's compliance with the obligations of this Agreement and for any of its subcontractors acts or omissions that cause the Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the Contractor shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentiality of any disclosed data shall apply equally to both the Contractor and any of its subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies.

I. Security Breach: If the Contractor becomes aware of an unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of Protected Information or data maintained or provided by the City ("Security Breach"), the Contractor shall notify the City in the most expedient time and without unreasonable delay. The Contractor shall fully cooperate with the City regarding recovery, lawful notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and Data Protection Laws. The Contractor shall preserve and provide all information relevant to the Security Breach to the City; provided,

however, the Contractor shall not be obligated to disclose confidential business information or trade secrets. The Contractor shall indemnify, defend, and hold harmless the City for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City in connection with a Security Breach or lawful notices.

J. Request for Additional Protections and Survival: In addition to the terms contained herein, the City may reasonably request that the Contractor protect the confidentiality of certain Protected Information or other data in specific ways to ensure compliance with Data Protection Laws and any changes thereto. Unless a request for additional protections is mandated by a change in law, the Contractor may reasonably decline the City's request to provide additional protections. If such a request requires the Contractor to take steps beyond those contained herein, the Contractor shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Contractor to comply with the request at the City's expense; provided, however, that any increase in costs that would increase the Maximum Contract Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentiality of any disclosed data shall survive termination of this Agreement, and the Contractor shall continue to safeguard all data for so long as the data remains confidential or protected and in the Contractor's possession or control

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

8. This Amendment is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

REMAINDER OF PAGE INTENTIONALLY BLANK

Contract Control Number: HOST-202370903-01/HOST 202157456-00
Contractor Name: THE COLORADO COALITION FOR THE HOMELESS

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

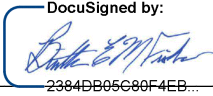
By:

By:

By:

Contract Control Number:
Contractor Name:

HOST-202370903-01/HOST 202157456-00
THE COLORADO COALITION FOR THE HOMELESS

By:  _____
2384DB05C80F4EB...

Name: Britta Fisher
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

SCOPE OF WORK

DEPARTMENT OF HOUSING STABILITY

THE COLORADO COALITION FOR THE HOMELESS

HOST-202370903-01

I. INTRODUCTION

Period of Performance Start and End Dates: January 1, 2021–December 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 **\$566,000.00** for a total contract amount of \$2,328,219.00. These funds will be provided to The Colorado Coalition for the Homeless (CCH) to be utilized for the Tenant Based Rental Assistance (TBRA) program. This subaward is not for Research and Development.

Funding Source:	HOME
Project Name:	Tenant Based Rental Assistance (TBRA)
Budget Type:	Cost Reimbursement
Activity Name:	HOME TBRA
Federal Award ID (FAIN) #:	M22-MC080204
Federal Award Date:	11/4/2022
Federal Awarding Agency:	U.S. Housing and Urban Development (HUD)
Pass-Through Entity:	City and County of Denver
Awarding Official:	Dept. of Housing and Urban Development (HUD) Community Planning and Development 1670 Broadway Street Denver CO 80202-4801
Unique Entity Identifier:	QZP9FEB7U672
Catalog of Federal Domestic Assistance (CFDA#):	14.239
SAM.gov Expiration Date:	Oct 25, 2023
Contractor Address:	2111 Champa St., Denver, CO 80205-2529
Organization Type:	Non-Profit

II. SERVICES DESCRIPTION

- A.** The intent of the Colorado Coalition for the Homeless TBRA Program is to secure permanent, stable, decent, safe and sanitary housing for households that are experiencing homelessness or are at imminent risk thereof.
- B.** CCH TBRA participants will demonstrate increased access to benefits, maintain stable housing while in the program, and secure permanent housing at the end of the program.
- C.** Participants will stabilize in permanent housing by increasing financial resources through accessing mainstream benefits when appropriate, by improving job skills and obtaining new employment, and/or enhancing their current employment; by acquiring life skills including budgeting, parenting, and educational opportunities; and through supportive home-based case management.

D. Program Requirements and Responsibilities

- 1. CCH will provide rental assistance in the form of rent payments, utility deposits, and security deposits to program beneficiaries (individuals and families) who are selected from a list of eligible applicants screened and managed by CCH case managers. CCH will:
- 2. CCH will ensure its HOME TBRA program remains compliant with the requirements outlined in 24 CFR 92.209 “Tenant-Based Rental Assistance: Eligible Costs and Requirements”.
 - a. Eligible costs are the rental assistance, and security deposit payments made to provide tenant- based rental assistance for a family pursuant to this section. Utility deposit assistance is allowable if this assistance is provided with tenant-based rental assistance or security deposit payment.
 - b. The contractor must select low-income participants in accordance with written tenant selection policies and criteria that are based on local housing needs and priorities established in the City and County of Denver’s HUD 2019-2023 Consolidated Plan.
 - c. Ensure participant households are income qualified at or below 60% AMI prior to providing TBRA assistance, and at least annually thereafter, per procedures outlined in 24 CFR 92.203, based on the current HOME income limits available at: <https://www.hudexchange.info/manage-a-program/home-income-limits/>
 - i. CCH will use the income standard for calculating income described in 24 CFR Part 5; <https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=24:1.1.1.1.5#sp24.1.5.f>
 - ii. CCH is to examine at least two (2) months of source documentation when determining the household’s annual income per 24 CFR 92.203(a)(2).
 - iii. CCH is to count the income of all members of the household and calculate annual income by projecting the household’s prevailing rate of income per 24 CFR 92.203(d)(1).
 - iv. CCH is to conduct the income determination of the household no more than 6 months before HOME funds were committed to the household per 24 CFR 92.203(d)(2).

- d. Housing units occupied by households receiving TBRA (TBRA units) must be within the city and county of Denver's jurisdiction.
- e. TBRA unit rents including utility allowances must be reasonable, based on rents charged for comparable unassisted units, and within the applicable HOST Rent Standard. Utility deposit assistance is allowable if this assistance is provided with tenant-based rental assistance or security deposit payment. HOST uses the Denver Housing Authority's Utility Allowances and the Section 8 Housing Choice Voucher Program rent standards which are available at:
<http://www.denverhousing.org/LWU/section8/Pages/S8PaymentStandards.aspx>
 - i. The amount of the monthly TBRA payment may not exceed the difference between the rent standard for the unit size and 30% of the household's monthly adjusted income.
 - ii. TBRA participants must pay \$1.00 in minimum monthly contribution toward rent.
 - iii. The amount of TBRA funds paid for security deposits may not exceed the equivalent of two month's rent for the unit.
- f. TBRA units must meet the housing quality standards and requirements set forth in 24 CFR 982.401. The contractor must inspect all TBRA units initially and annually.
- g. The term of the TBRA contract providing assistance with HOME funds may not exceed 24 months, but may be renewed, subject to the availability of HOME funds. The term of the rental assistance contract must begin on the first day of the term of the lease. The term of the rental assistance contract between the Contractor and a TBRA unit owner, must terminate on termination of the lease. No payments may be made after termination of a TBRA unit lease until the TBRA assisted household and owner enter into a new lease.
 - i. Tenant's lease will incorporate the Violence Against Women Act (VAWA) lease addendum required in 24 CFR 92.359(e).
- h. There must be a written lease between the TBRA participant and the owner of TBRA unit that is for a period of not less than one year, unless a shorter period is specified by mutual agreement between the TBRA participant and the TBRA unit owner. The TBRA lease may not contain any of the following prohibited provisions:
 - i. Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
 - ii. Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
 - iii. Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

- iv. Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
- v. Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- vi. Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury;
- vii. Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
- viii. Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses; and
- ix. Mandatory supportive services. Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered
- i. The Contract may require the TBRA household to participate in a self-sufficiency program as a condition of selection for assistance. The household's failure to continue participation in the self-sufficiency program is not a basis for terminating the assistance; however, renewal of the assistance may be conditioned on participation in the program.
- j. File documentation
 - i. CCH will retain in client files records that document the calculation of the HOME subsidy and the tenant's contribution to rent [24 CFR 92.508(a)(3)(vi)]
 - ii. CCH will retain in client files a copy of the rental assistance contract with the owner of the housing or with the family [24 CFR 92.209(e) and 24 CFR 92.508(a)(3)(xiv)]; if the rental assistance contract is with the owner, CCH will retain in the file a written agreement with the family [24 CFR 92.209(e) and 24 CFR 92.508(a)(3)(xiv)].
 - iii. The TBRA assistance contract shall be signed and dated by both CCH and the tenant or owner [24 CFR 92.504(b)].
- 3. Provide outreach and affirmative marketing to households that are experiencing homelessness or are at imminent risk thereof and chronically homeless families and individuals, through intensive outreach to area shelters serving families.
- 4. Assess referrals, determine eligibility and enroll program participants.
- 5. Assist participants locate and lease-up affordable housing.
- 6. Provide case management support services to assist participants to secure employment, to obtain disability benefits, to access health, dental, mental health and substance treatment, or to address housing issues.
- 7. Assist participants to apply for and secure permanent housing, including Section 8 and Permanent Supportive Housing (PSH) and develop a transition of the household to permanent housing at the end of their two-year HOME TBRA assistance.

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
 - 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. These funds will be provided to Colorado Coalition for the Homeless to be utilized for the Tenant Based Rental Assistance (TBRA) program. This program will provide rental assistance, utility deposits and security deposit payments for households consisting of eligible individuals and families. This organization does not receive income from operations and non-personnel costs are being funded.**

II. 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. They are indicators of how effective you were in implementing your program	Benchmark	Outcomes: The intended accomplishments of the program	Benchmark
Number of households to be served annually	54	Number and percentage of households who remain stably housed on year after program exit	80%
Number and percentage of households served in a literally homeless or episodically homeless living situation at entry	100%	Number and percentage of households who exit the program exit to permanent housing	80%
Number and Percentage of Households who receive assistance with obtaining employment and/or benefits	80%	Number and percentage of households who increase or maintain income (earned and unearned) and/or non-cash benefits	80%
Number and percentage of households who receive case management	100%		
+Number and percentage of households who receive employment assistance	50%		
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.			
+indicates measures that will be tracked but will not be used to evaluate programs			

III. 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 15th 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.

Report Type	Due Date
Quarterly Report for Jan 1 – March 31	April 15
Quarterly Report for April 1 – June 30	July 15
6-month Match report for Jan 1 – June 30	July 31
Quarterly Report for July 1 – Sept 30	Oct 15
Quarterly Report for Oct 1 – Dec 31	Jan 15

- 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 – 216
Households proposed to be served each calendar year 54
Year 2024: 54
 - 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.

3. 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.
4. Financial Data
 - a. Funding sources and amount included
 - b. Total Contract spend to date, by budget category

VIII. HUD GRANTEE PROGRAM REQUIREMENTS

A. The Federal Funding Accountability and Transparency Act (FFATA)

In the business or organization's preceding completed fiscal year, the Colorado Coalition for the Homeless did not received: (1) 80 percent or more of annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements:

B. Integrated Disbursement and Information System Reporting

A nationwide database, Integrated Disbursement and Information System (IDIS) is utilized to capture HUD information for reporting and to monitor grantees progress.

HOST will provide the format of the performance report to the Contractor. The information reported must include progress on the indicators outlined in this Scope of Work. The report includes current and cumulative (year-to-date) indicator information. Information on the overall progress of the program and/or project should be reported in the narrative section of the report. An explanation must be included in the narrative section of the report, if the project is not being performed in a timely manner.

- C. Program income (of any type, e.g., fees) will not be generated by this activity.

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 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 15th 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 vouchers be submitted monthly to HOST in order to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.
2. No more than four (4) vouchers may be submitted per contract per month, without prior approval from HOST.
3. All vouchers for all Agreements must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout.
4. City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.
5. For contracts subject to Federal Agreements, only allowable costs determined in accordance with 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (the "OMB Omni Circular") applicable to the organization incurring the cost will be reimbursed.
6. The reimbursement request, or draw request, for personnel and non-personnel expenses should be submitted to the City on a monthly basis, no later than the 15th day of the following month for expenses incurred in the prior month. The request for reimbursement should include:
 - a. Amount of the request in total and by line item.
 - b. Period of services for current reimbursement.
 - c. Budget balance in total and by line item.
 - d. Authorization for reimbursement by the contract signatory (i.e., executive director or assistant director).
7. If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to HOST prior to the draw request.
8. The standardized HOST "Expense Certification Form" should be included with each payment request to provide the summary and authorization required for reimbursement.

C. 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.

D. 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
 - a. A breakdown of how the fringe benefit percentage was determined prior to first draw request; or
 - b. By submitting actual invoices for the fringe benefits. If medical insurance premiums are part of the estimates in item #1, one-time documentation of these costs will be required with the breakdown. Payroll taxes may be questioned if they appear to be higher than usual.
2. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick, or military), employee insurance, pensions, and unemployment benefit plans. The cost of fringe benefits 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.

E. General Reimbursement Requirements

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

G. 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.

H. 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.

I. 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 2 C.F.R. 200.
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.

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. Audit Requirements

1. For Federal Agreements subject to 2 C.F.R. 200, a copy of the final audit report must be submitted to the Federal Audit Clearinghouse within thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the period audited.
2. All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **HOST Financial Services Team**.
3. The Contractor will be responsible for all Disallowed Costs.
4. 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.

L. Procurement

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.

M. Bonding

1. If applicable, for contracts subject to federal agreements, HOST may require adequate fidelity bond coverage, in accordance with 2 C.F.R. 200, where the subrecipient lacks sufficient coverage to protect the Federal Government's interest.

N. Records Retention

1. In addition to the records requirements contained in the Agreement, the Contractor (or subrecipient) must also retain for seven (7) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
2. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.

O. Contract Close-Out

1. All Contractors are responsible for completing required HOST contract close-out forms and submitting these forms to their appropriate HOST Contract Specialist within sixty (60) days after the Agreement end date, or sooner if required by HOST in writing.
2. Contract close out forms will be provided to the Contractor by HOST within thirty (30) days prior to end of contract.
3. HOST will close out the award when it determines that all applicable administrative actions and all required work of the contract have been completed. If Contractor

fails to perform in accordance with this Agreement, HOST reserves the right to unilaterally close out a contract, “unilaterally close” means that no additional money may be expended against the contract.

P. 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:		The Colorado Coalition for the Homeless		City Contract #:		HOST 202370903-01
Project :		HOME TBRA				
Contract Term:		From:	1/1/2021	To:	12/31/2024	
Program/Fiscal Year:		2024				
Budget Category	Agency Total (All Funding Sources for Agency)	HOME HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Personnel: Job Title	Total	Amount	HOST Total	Amount	%	
	\$0	\$0	\$0	\$0	0.00%	
Total Salary:	\$0	\$0	\$0	\$0	0.00%	
Fringe Benefits	\$0	\$0	\$0	\$0	0.00%	
Total Salary and Fringe Benefits:	\$0	\$0	\$0	\$0	0.00%	
Other Direct Costs	Total	Amount	Subtotal	Amount	%	
Rental Assistance	\$536,000	\$536,000	\$536,000	\$536,000	100.00%	Eligible Costs may include rent. Rent is to be paid directly to the owner of the housing unit.
Security and Utility Deposits	\$30,000	\$30,000	\$30,000	\$30,000	100.00%	Security and Utility Deposit assistance
Total Other Direct Costs	566,000	566,000	566,000	566,000	100.00%	
Total Salaries, Fringe and Other Direct Costs	\$ 566,000.00	\$ 566,000.00	\$ 566,000.00	566,000	100.00%	
Indirect Costs						
Indirect Costs	\$0	\$0.00	\$0	\$0	0.00%	No Indirect Costs
Total Project Cost (Direct + Indirect)	566,000	566,000	566,000	566,000	100%	0
Program Income (through funded activities)				\$0		
Total Non-Project Cost	\$0	\$0	\$0	\$0	0.00%	\$0
Grand Total	566,000	566,000	566,000	566,000	100.00%	