

## THIRD AMENDATORY AGREEMENT

**THIS THIRD AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **URBAN PEAK DENVER**, a Colorado nonprofit corporation, whose address is 2100 Stout St., Denver, CO 80205 (the “Contractor”), individually a “Party” and jointly the “Parties.”

**WHEREAS**, the Parties entered into an Agreement dated April 15, 2021 an Amendatory Agreement dated February 23, 2022 and a Second Amendatory Agreement dated November 29, 2023 (the “Agreement”) to provide essential supportive services to families and individuals who are experiencing unsheltered homelessness and access to daytime shelter services; 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 “...Exhibits A, A-1 and A-2...” in the existing Agreement shall be amended to read: “...Exhibits A, A-1, A-2 and A-3...” as applicable. **Exhibit A-3** the Scope of Work is attached and will control from and after the date of execution.

2. 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 Three Million Seven Hundred Ninety Thousand Dollars (\$3,790,000.00) (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, A-1, A-2 and A-3**. Any services performed beyond those in **Exhibits A, A-1, A-2 and A-3** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

3. A new section 39 entitled “**COMPLIANCE WITH DENVER WAGE LAWS**”, is hereby being added to the Agreement to read as follows:

**“39. COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the

City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

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

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

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**Contract Control Number:** HOST-202475890-03/HOST- 202057240-03  
**Contractor Name:** URBAN PEAK DENVER

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-202475890- 03/HOST-202057240-03  
URBAN PEAK DENVER

By: \_\_\_\_\_  
DocuSigned by:  
*CHRISTINA CARLSON*  
CATF1E94D002464...

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

Title: \_\_\_\_\_  
Chief Executive Officer  
(please print)

ATTEST: [if required]

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

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

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

**SCOPE OF WORK**

**DEPARTMENT OF HOUSING STABILITY**

**URBAN PEAK DENVER**

**HOST-202475890-03**

**I. INTRODUCTION**

**Period of Performance Start and End Dates:** 1/1/2021 – 12/31/2024

**Project Description:**

The Purpose of this contract agreement is to provide an award to add funding in the amount of \$400,000.00 for a total contract amount of \$3,790,000.00 through the Department of Housing Stability (HOST). These funds will be provided to Urban Peak Denver (UP) to provide Essential and Supportive Services to families and individuals who are experiencing unsheltered homelessness and access to daytime shelter services. Additionally, funds will support Urban Peak shelter operations and programs for youth of 12-24 years of age.

<b>Funding Source:</b>	Homelessness Resolution Fund
<b>Project Name:</b>	Shelter Operations and Programs for Youth
<b>Budget Type:</b>	Focused Cost Reimbursement
<b>Contractor Address:</b>	1630 S. Acoma Denver, CO 80210
<b>Organization Type:</b>	<b>Non-Profit</b>

**II. SERVICES DESCRIPTION**

**A. Targeted Populations**

1. UP will provide Essential and Supportive Services to youth of 12-24 years of age who are experiencing or are at high risk of experiencing homelessness. These services include:
  - a engaging with youth with complex needs,
  - b youth ages 12 – 17 who are currently and/or are at risk of being homeless at 18 years of age,
  - c and youth (18 – 24 years of age) who access adult overnight shelters.

**B.** UP will provide daytime services at “The Mothership” (1630 S Acoma Street, Denver, CO 80223) to offer access to basic needs and outreach of individuals or groups during all hours of operation.

**C. Shelter Operations**

1. Emergency Shelter Occupancy Requirements

UP will provide a safe, stable, and sanitary emergency shelter to meet the occupancy and service requirements set forth under this Service Agreement (HOST-202265966 and any amendment thereafter).

UP will provide a minimum 100-bed occupancy to serve 12- to 24-year-olds, and a daytime drop-in shelter for 12 to 24-year-olds with services that include basic needs such as:

- a. meals,
- b. showers and restrooms,
- c. laundry services/facilities,
- d. mail services,
- e. storage space for personal items.

2. Funding and Assignment Agreement (FAA) Requirements

To satisfy the RISE Denver GO Bond obligations under the FAA (HOST-202265966 and any amendment thereafter), upon completion of the construction of the “The “Shelter Facility” located at 1630 South Acoma Street, Denver CO 80210, UP will:

- a. Provide a capacity of least 136 beds, consisting of:
  - i. Twenty (20) congregate shelter beds serving minors (12-17 years old),
  - ii. Thirty-two (32) congregate shelter beds serving transition age youth (18-24 years old),
  - iii. And eighty-four (84) non-congregate shelter beds serving transition youth.
- b. Meet a minimum 1:30 staff-to-guest ratio to serve minors and transitional aged youth.

**D. Shelter Programs**

1. UP will provide case management, resource navigation, dental care, access to UP’s medical clinic, and referrals to clinical mental health services.
2. UP will offer trauma-informed classes and group activities featuring topics including, but not limited to life skills, healthy relationships, coping, and art.
3. UP will offer housing navigation for youth to obtain and/or to transition to stable or permanent housing, possibly including family reunification.
4. UP will offer navigation services for youth to access education and employment opportunities.
5. UP will provide aftercare and homeless prevention services to clients who are under 18 years old after shelter exit for at least three months to prevent recidivism.
6. UP will conduct street outreach in the interest of connecting eligible youth experiencing homelessness to UP shelter and services.

E. UP will adhere to the Funding and Assignment Agreement (HOST-202265966 and any amendment thereafter) and RISE Denver GO Bond obligations including, but not limited to: reporting requirements, covenant terms, and the Shelter Operating Agreement.

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

#### 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.

	<b>Year 2021</b>	<b>Year 2022</b>	<b>Year 2023</b>	<b>Year 2024</b>
<b>Shelter Operations &amp; Programs</b>	<b>\$660,000.00</b>	<b>\$ 910,000.00</b>	<b>\$ 910,000.00</b>	<b>\$910,000.00</b>
<b>2024 Amendment</b>				<b>\$400,000.00</b>
<b>Total Contract Amount</b>				<b>\$3,790,000.00</b>

**VI. OBJECTIVE AND OUTCOMES**

<b>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</b>	<b>Benchmark</b>	<b>Outcomes: The intended accomplishments of the program</b>	<b>Benchmark</b>
Number of households to be served annually	800	Number and percentage of all households who exit to a stable or permanent housing solution	40%
Number of households served who stay overnight each night	250	Number and percentage of households engaged in rehousing and/or housing services who exit to a stable or permanent housing solution	50%
Number of households use daytime services within reporting period	800	Number and percentage of households served who are engaged in case management	50%
Number and percentage of households who receive employment referrals and/or services	50%		
Number and percentage of households who receive education referral and/or services	40%		



Number and percentage of households who maintain/obtain Vital Documents	50%		
Number of Meals	Report number served		
<b>Assumptions:</b>			
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. Quarter 4 reports (due in January) will include Shelter Operating Agreement reporting (i.e., Shelter Facility status report, compliance reports

<b><u>Quarterly Report</u></b>	<b><u>Q1</u></b>	<b><u>Q2</u></b>	<b><u>Q3</u></b>	<b><u>Q4</u></b>
<b><u>Due Date</u></b>	<b>April 15th</b>	<b>July 15th</b>	<b>October 15th</b>	<b>January 15th</b>

- 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 – 3,200

Households proposed to be served each calendar year – 800

Year 1 (2021): 800

Year 2 (2022): 800

Year 3 (2023): 800

Year 4 (2024): 800

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. 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:		Urban Peak Denver			
Project :		Day Shelter	City Contract #:	HOST 202475890	
Budget Term:		1/1/2024-12/31/2024			
Program/Fiscal Year:		2024			
Budget Category	Homelessness Resolution - General HOST Funding 2024	Total Costs requested from HOST	Agency Total		Budget Narrative
Personnel: Job Title	Amount	HOST Total	Amount	%	
Spot Supervisor	\$57,500	\$57,500	\$57,500	100.00%	Full-time 1.0 FTE salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration- Payroll and Fringe Benefits. Description: The Spot Supervisor is responsible for the overall oversight and administration of the Spot building and ensuring adequate staffing, per licensing requirements, at all times. Duties include supervision of Case Manager(s) and/or Life Skill Manager(s), full-time volunteers, and interns.
Lead Life Skills Manager	\$101,504	\$101,504	\$101,504	100.00%	Full-time 2.0 FTE salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration- Payroll and Fringe Benefits. Description: The Life Skills Managers will be responsible for providing direct supervision of youth at Urban Peak Denver shelter and Drop-in Center
Life Skills Manager	\$89,523	\$89,523	\$89,523	100.00%	Full-time 2.0 FTE salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration- Payroll and Fringe Benefits. Description: The Life Skills Managers will be responsible for providing direct supervision of youth at Urban Peak Denver shelter and Drop-in Center.

Budget Category	Homelessness Resolution - General HOST Funding 2024	Total Costs requested from HOST	Agency Total		Budget Narrative
Director of Shelter Services	\$78,340	\$78,340	\$78,340	100.00%	Full-time 0.75 FTE salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration- Payroll and Fringe Benefits. Description: The Director of Shelter Services is responsible for the oversight and leadership of the shelter, drop-in center (day shelter), and outreach programs at Urban Peak.
Case Manager	\$84,614	\$84,614	\$84,614	100.00%	Full-time 2.0 FTE salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration- Payroll and Fringe Benefits. Description: The Case Manager will be responsible for providing individual case management, group facilitation, youth assessments, crisis phone counseling, client data collection, documentation, file maintenance, reporting maintenance issues and ensuring that the program is facilitated in a manner that meets Urban Peak’s mission.
Shelter Case and/or Life Skills Managers	\$133,619	\$133,619	\$133,619	100.00%	Full-time 3.0 FTE salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration- Payroll and Fringe Benefits. Description: See Case Manager and Life-Skills Manager job duties above.
Shelter Program Oversight Shelter Supervisor	\$18,772	\$18,772	\$18,772	100.00%	Full-time 1.0 FTE salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration- Payroll and Fringe Benefits. Description: The Shelter Supervisor is responsible for the overall oversight and administration of the Shelter and ensuring adequate staffing, per licensing requirements, at all times. Duties include supervision of Case Manager(s) and/or Life Skill Manager(s), full-time volunteers, and interns.

Budget Category	Homelessness Resolution - General HOST Funding 2024	Total Costs requested from HOST	Agency Total		Budget Narrative
Medical Services Manager	\$57,750	\$57,750	\$57,750	100.00%	Full-time 1.0 FTE salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description:
Relief Staff	\$126,594	\$126,594	\$126,594	100.00%	Part-time front line staff salaries 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 refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description:
Custodian	\$45,271	\$45,271	\$45,270	100.00%	Full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description:
<b>Total Salary:</b>	<b>\$793,487</b>	<b>\$793,487</b>	<b>\$793,486</b>	100.00%	
Fringe Benefits	\$186,454	\$186,454	\$186,454	100.00%	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please refer to the scope of work section Financial Administration-Fringe Benefits. Part-time staff fringe calculated at 9.5% and includes only PR taxes and Worker's Comp.
<b>Total Salary and Fringe Benefits:</b>	<b>\$979,941</b>	<b>\$979,941</b>	<b>\$979,940</b>	100.00%	
<b>Other Direct Costs</b>	Amount	Subtotal	Amount	%	
Program Expenses and Supplies	\$14,937	\$14,937	\$14,937	100.00%	Program-related expenses and supplies that are not given directly to a client. This includes PPE, specialized program software, laundry supplies, beds, mats, mat covers, sanitizer, storage bags etc.
Client Support - Day Shelter	\$134,867	\$134,867	\$134,867	100.00%	Items provided to clients including food and meal expenses. Reimbursed at actual costs.

Budget Category	Homelessness Resolution - General HOST Funding 2024	Total Costs requested from HOST	Agency Total		Budget Narrative
Facilities	\$7,500	\$7,500	\$7,500	100.00%	Specific office space dedicated for use for the program only and not a shared space. Associated expenses can be allocated proportionately based on actual size or percentage of the building space. Associated expenses can include rent, lease, utilities, and maintenance & repair costs. Shared space costs should be part of Indirect Costs.
Contracted Services-CO Vincentian paid volunteer	\$32,800	\$32,800	\$32,800	100.00%	All subcontractors' entities should have contracts. A description of program-related services (case management, housing counseling, meal delivery, etc.) should be included. Contractors and subcontractors are responsible to adhere to all applicable rules/regulations and performance standards of City and County of Denver. For Federal funds, the contractor must check Sam.gov to verify that the subcontracted servicer is not an excluded party.
Contracted Services-Security Services	\$26,231	\$26,231	\$26,231	100.00%	All subcontractors' entities should have contracts. A description of program-related services (case management, housing counseling, meal delivery, etc.) should be included. Contractors and subcontractors are responsible to adhere to all applicable rules/regulations and performance standards of City and County of Denver. For Federal funds, the contractor must check Sam.gov to verify that the subcontracted servicer is not an excluded party.
<b>Total Other Direct Costs</b>	<b>\$216,335</b>	<b>\$216,335</b>	<b>\$216,335</b>	100.00%	
<b>Total Salaries, Fringe and Other Direct Costs</b>	<b>\$1,137,245</b>	<b>\$1,137,245</b>	<b>1,137,245</b>	100.00%	
<b>Indirect Costs</b>					
Indirect Costs	\$113,724.00	\$113,724	\$113,724	100.00%	Indirect calculated 10 % of Salaries, Fringe and Other Direct Costs excluding Contracted Services
<b>Grand Total</b>	<b>1,310,000</b>	<b>1,310,000</b>	<b>1,310,000</b>	100.00%	