

## SUBAWARD AMENDATORY AGREEMENT

**THIS SUBAWARD AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **THE GATHERING PLACE: A REFUGE FOR REBUILDING LIVES**, a Colorado nonprofit corporation whose address is 1535 N High St, Denver, CO 80218 (the “Subrecipient”), individually a “Party” and jointly the “Parties.”

### RECITALS:

**WHEREAS**, the Parties entered into a Subaward Agreement dated October 22, 2024 (the “Agreement”) these funds will be utilized for Emergency Shelter for the Elati Village micro-community serving transgender and non-binary people, and women at the mutually agreed upon site.; and

**WHEREAS**, the Parties now wish to amend the Agreement to change the Term start date to July 1, 2024.

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

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

2. Section 4 of the Agreement, entitled “**TERM**”, is amended to read as follows:

“**4. TERM:** This Agreement will commence on July 1, 2024 and will expire, unless sooner terminated, on December 31, 2025 (the ”Term”). Subject to the Director’s prior written authorization, the Subrecipient shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.”

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

4. This Subaward 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Contract Control Number:** HOST-202477533-01/HOST-202476000-01  
**Contractor Name:** THE GATHERING PLACE "A Refuge for Rebuilding Lives"

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

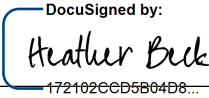
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By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

HOST-202477533-01/HOST-202476000-01  
THE GATHERING PLACE "A Refuge for  
Rebuilding Lives"

By:  \_\_\_\_\_  
172102GGD5B04D6...

Name: Heather Beck  
(please print)

Title: President and CEO  
(please print)

ATTEST: [if required]

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

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

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

**SCOPE OF WORK**  
**DEPARTMENT OF HOUSING STABILITY**  
**THE GATHERING PLACE**  
**HOST-202477533-01**

**I. INTRODUCTION**

**Period of Performance Start and End Dates:** 7/01/2024 – 12/31/2025

**Project Description:**

The purpose of this contract agreement is to provide a Department of Housing Stability (HOST) subaward for \$1,201,643.00 to The Gathering Place: A Refuge for Rebuilding Lives (TGP) for the purpose of administering the Transformational Homelessness Response (THR) grant program. The THR grant program aims to quickly connect people experiencing homelessness with services, treatment, and temporary and permanent housing to put them on a path to economic self-sufficiency. These funds will be utilized for Emergency Shelter for the Elati Village micro-community serving transgender and non-binary people, and women at the mutually agreed upon site.

This contract is not for Research and Development. TGP is identified as a subrecipient for the purposes of this agreement and is therefore subject to all terms, conditions and regulatory requirements required of federal funding subrecipients per e CFR Part 200, as well as specific rules and regulations for the American Rescue Plan Act (ARPA) program.

<b>Funding Source:</b>	American Rescue Plan Act
<b>Project Name:</b>	The Gathering Place Elati Micro – Communities THR Emergency Shelter
<b>Budget Type:</b>	Cost Reimbursement
<b>Activity Name:</b>	Non-Congregate Shelter – Micro-Communities
<b>Federal Award ID (FAIN) #:</b>	SLFRP4316
<b>Federal Award Date:</b>	03/03/2021
<b>Federal Awarding Agency:</b>	US Department of Treasury
<b>Pass-Through Entity:</b>	State Of Colorado
<b>Awarding Official:</b>	NA
<b>Unique Entity Identifier:</b>	QMZGSKH3JS89
<b>Catalog of Federal Domestic Assistance (CFDA#):</b>	21.027
<b>SAM.gov Expiration Date:</b>	May 7, 2025
<b>Contractor Address:(Include Zip+4)</b>	1535 High Street Denver, CO 80218
<b>Organization Type:</b>	<b>Non-Profit</b>

## **II. SERVICES DESCRIPTION**

TGP will oversee and maintain a micro-community (aka Emergency Shelter) for people experiencing unsheltered homelessness. This specifically includes the following:

### **A. Service Standards**

1. Staff should have relevant professional accreditations, education, and experience to implement both holistic and housing-focused services. Staff should be community-based and multi-disciplinary when possible.
2. Services should be implemented using best practice models, including Housing First, Harm Reduction, Motivational Interviewing, and Trauma-Informed Care. Other services and treatment models may be coordinated with or incorporated into the services programming based on the individuals served. The delivery of all services should be guided by the principles of cultural competence, recovery, and resiliency, with an emphasis on building individuals' strengths and resources in the community with, with family, and with peer/social relationships.
3. Services and the delivery of the support should be adjusted appropriately based on the intended population the project will serve.
4. TGP shall work collaboratively with community-based partners and referral sources as necessary to ensure that households served acquire and maintain housing.

### **B. Site Operations**

1. Keep sites operating 24 hours a day, seven days a week, 365 days a year
2. Provide facility management to oversee the day-to-day operations and maintenance of micro-communities to ensure compliance with all building codes, health regulations, and safety issues
3. Maintain the infrastructure, amenities, and utilities, providing regularly scheduled and general repairs and maintenance services such as trash, exterior litter removal, pest control, snow removal both inside the fenced area and from entries, changing light bulbs, minor repairs to plugged toilets and leaky faucets and any other basic repairs; provide necessary emergency maintenance services under \$500. Please see Appendix A for matrix of responsibilities.
4. Collaborate with City representative(s) to notify and address any critical incidents on site
5. Maintain a minimum ratio of one staff member on-site per 40 clients 24/7 with proper credentials including knowledge and experience in, conflict de-escalation and mediation, and trauma-informed care
6. Communal spaces should be cleaned at least twice per week, or more frequently as needed and cleaning supplies should be available for clients as needed
7. Manage site safety to establish and enforce safety protocols to ensure the safety of residents and staff
8. Training for all staff will include but not be limited to, de-escalation training and Cardiopulmonary Resuscitation (CPR)

9. Vaccinated and working on full vaccination non-aggressive pets will be allowed at the facility
10. Referrals to the micro-community will be directed by HOST's encampment resolution and outreach teams. Site Operator will intake clients in cooperation with HOST's encampment resolution and outreach teams.
11. Temporary housing units or shelter facilities must meet HUD's habitability standards defined in 24 CFR part 576.403 (c). Documentation of meeting minimum standards must be provided to HOST. Grantees may use the ESG Habitability Standards Checklist found at <https://www.hudexchange.info/resource/3766/esg-minimum-habitability-standards-for-emergency-shelters-and-permanent-housing/> or an equivalent checklist

**C. Client Case Management and Navigations Services**

1. Resident Intake and orientation including Homeless Management Information System (HMIS) intake and subsequent services and exits documented in HMIS
2. Provide necessary referrals and coordination for any mental and physical healthcare needs
3. Provide benefit, resource navigation and employment referrals based on clients' circumstances and eligibility within 30 days of the client completing enrollment into site.
4. Provide housing navigation
5. Provide case management and supportive services that are housing-focused, trauma-informed, person-centered, and utilize a harm reduction approach for all clients. Case management ratio will be no fewer than one case manager to every 30 households, with a preference for a 1:15 case management to participant ratio.
6. Provide resources for Limited English Proficient (LEP) individuals to ensure all guests have access to services in their language of choice.

**D. Eligible Activities**

1. **Essential Services.** Efforts to provide supportive services to those who are in an Emergency Shelter. These services include finding housing options that resolve guests' homelessness as quickly as possible. Efforts include (i) housing search and placement and navigation, such as activities to assist guests to locate and obtain housing; (ii) housing stability case management, such as assessing, coordinating, and delivering individualized services to obtain housing, developing case management plans, and support groups; (iii) legal services necessary to resolve a legal problem that prohibits the guest participant from obtaining permanent housing; (iv) services for physical health care, mental health care, behavioral health care, and other medical care; (v) implementing and maintaining diversion programming; and (vi) other reasonable and necessary costs that help resolve a household's homelessness, including but not limited to child care and transportation.
2. **Educational, vocation, and work-based learning opportunities.** Efforts to connect individuals and families with educational, vocational, and work-based learning opportunities that resolve the individual's homelessness as quickly as

possible. Shelters may consider creating or connecting to peer mentoring programs and hiring peer mentors with lived expertise of homelessness to work in the shelter and contribute to program design or improvement.

3. **Recovery care and related residential programs.** Efforts to connect program participants to community resources that offer recovery care and related residential programs, including transportation to those services.
4. **Operations.** Efforts related to maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the Emergency Shelter. Operational expenses will be determined by the Use Responsibility Matrix [Exhibit A].
5. **Grant Activities.** Efforts focused on administering a specific grant or funding source may improve effective operations, as well as effective program implementation. Such efforts include planning and executing program activities, such as (i) general program or grant management, oversight, coordination, monitoring, and evaluation; (ii) salaries, wages, and related costs related to preparing program budgets; developing systems for ensuring compliance with grant requirements; developing interagency agreements; and preparing reports and other required documents or activities; (iii) accounting or other services; and (iv) other reasonable and necessary goods and services required to implement the grant program, such as evaluating program results against stated objectives, occupancy costs, and training on program requirements.

### 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. Comply with Department of Housing Stability THR Emergency Shelter Standards.

#### 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.

Project Site Operations & Client Support and Management	American Rescue Plan Act Funds 7/01/2024 – 12/31/2025
<b>Total Amount</b>	<b>\$1,201,643.00</b>

**VI. OUTPUTS 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 individuals to be served annually	88	Number and percentage of all individuals who exit to a stable or permanent housing solution	75%
Percentage of individuals served who are engaged in individualized housing focus case management	80%	Percentage of individuals served who are engaged in case management who exit	80%



		to stable or permanent housing	
Number of individuals served who stay overnight each night	40		
Number of individuals who maintain/enroll in benefits	50%		
Number and percentage of individuals who are connected to care (mental health, physical health, substance use treatment, employment, etc.)	70%		
Number and percentage of individuals who maintain/obtain vital documents	80%		
<p><b>Assumptions:</b> Unless otherwise indicated, data will be pulled from Homeless Management Information System (HMIS).</p> <p><b>Data Quality:</b> 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.</p>			

**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 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.

Report Type	Due Date
Quarterly Report for December 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 July1 – Sept 30	Oct15
Quarterly Report for Oct1 – Dec 31	Jan 15
Annual Match Report for Jun 1 – Dec 31	Jan 30

- 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 individuals served:  
Individuals proposed to be served over the contract term – 88  
Individuals proposed to be served each calendar year – 2025: 53
        - 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. ADD IN (s) SPECIFIC TO SCOPE OF WORK FOR PROGRAM REQUIREMENTS**

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

requirements include that all subrecipient entities report to HOST if they 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; and
- 3. had gross income, from all sources, of \$300,000 or more; and
- 4. the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).
  - a. The subrecipient will forward the names and amounts of the five most highly compensated officers and/or executives to their designated Contract Administrator.

**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 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 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 15<sup>th</sup> 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” and the “THR Pay Request Expense Log Template” 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 from 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 canceled 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					
<b>Contractor Name:</b>		The Gathering Place			
<b>Project :</b>		Micro Community - Elati	City Contract #:	HOST 202477533	
<b>Budget Term:</b>		7/1/2024- 12/31/2025			
<b>Program/Fiscal Year:</b>		2024			
Budget Category	DOLA THR Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Personnel: Job Title	Amount	HOST Total	Amount	%	
Residential Program Director	\$85,529	\$85,529	\$85,529	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: Provide program vision, direction, and planning. Recruit and hire staff. Lead housing program. Supervise Wellness Navigator and Case Managers. Oversee HMIS documentation and reporting. Support client assistance budget management. Hourly. Supervise Residential Program Manager. Manage outcome reporting and budget tracking. Collaborate with community stakeholders. Salaried.
Residential Program Manager	\$98,723	\$98,723	\$98,723	100.00%	Full-time 2.0 FTE hourly 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: Provide program design and management. Recruit and hire staff. Supervise Resource Navigators. Manage outcome reporting. Hourly.
Resource Navigators	\$313,990	\$313,990	\$313,990	100.00%	Full-time 6.5 FTE hourly 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: Provide residents with basic necessities such as food, hygiene supplies, and clothing. Connect residents with internal and external resources to remove barriers and support long-term stability. Hourly. Full-time and on cal support.

Budget Category	DOLA THR Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Case Manager	\$118,750	\$118,750	\$118,750	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: Housing navigation. Coordinated Entry (OneHome) enrollment and assessment. HMIS documentation for resident data, services provided, and exits from the program. Provide employment navigation and access to training and certification programs. Benefit navigation and acquisition. Financial literacy. Hourly.
Facilities Coordinator	\$51,101	\$51,101	\$51,101	100.00%	Full-time 1.0 FTE hourly 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: Maintenance of community buildings, appliances, and grounds. Clean units after residents exit. Coordinate services with outside vendors.
<b>Total Salary:</b>	<b>\$668,093</b>	<b>\$668,093</b>	<b>\$668,093</b>	100.00%	
<b>Fringe Benefits</b>	<b>\$66,809</b>	\$66,809	\$66,809	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.
<b>Total Salary and Fringe Benefits:</b>	<b>\$734,902</b>	<b>\$734,902</b>	<b>\$734,902</b>	100.00%	
<b>Other Direct Costs</b>	Amount	Subtotal	Amount	%	
Program Supplies	\$6,000	\$6,000	\$6,000	100.00%	Including but not limited to staff computers, printers, computer lab furniture, office furnishings, and community building furniture.
Translation and Interpretation	\$500	\$500	\$500	100.00%	Translation of printed client materials. Telephonic and video interpretation line for non-English speakers and hearing impaired clients @ approx \$2.00/ minute x 250 minutes. Partnership with Community Language Collaborative.

Budget Category	DOLA THR Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Transportation	\$5,000	\$5,000	\$5,000	100.00%	Bus passes and ride shares for travel to medical and behavioral healthcare, job interviews, apartment tours, TGP's day-center to access other resources and programming. Maintain log with client signature
Facilities	\$182,273	\$182,273	\$182,273	100.00%	Including but not limited to- monthly pest control, plumbing, other facility maintenance provided by vendors, supplies and tools for grounds and unit maintenance, fencing repairs, and lighting replacement.
Client Support	\$20,000	\$20,000	\$20,000	100.00%	HOST- eligible client support costs to reduce barriers to stability and housing, such as vital documents. provide direct client support including transportation fees, workforce support, and application assistance. Does not include direct financial assistance.
Financial Assistance	\$50,000	\$50,000	\$50,000	100.00%	Rental applications fees and security deposits. May be program specific-Eligible Costs may include Rental application fees, security deposits first and last month's rent, utility deposits, utility payments and moving costs. Not included in indirects.
Staff Training and Development,	\$5,000	\$5,000	\$5,000	100.00%	Education and training to include but not limited to harm reduction, trauma-informed care, de-escalation, CPR, first-aid, and other trainings relevant to service delivery
Recovery and stability group facilitation	\$1,000	\$1,000	\$1,000	100.00%	Facilitation fees for community partners or members who design and lead supportive groups. These are ad -hoc as needed
Sub - Contractor	\$100,000	\$100,000	\$100,000	100.00%	Crown Security - overnight security contractor. Not included in indirect cost.
<b>Total Other Direct Costs</b>	<b>\$369,773</b>	<b>\$369,773</b>	<b>\$369,773</b>	<b>100.00%</b>	
<b>Total Salaries, Fringe and Other Direct Costs</b>	<b>\$1,104,675</b>	<b>\$1,104,675</b>	<b>1,104,675</b>	<b>100.00%</b>	
<b>Indirect Costs</b>					
<b>Indirect Costs</b>	\$97,968.00	\$97,968	\$97,968	100.00%	Indirect calculated 10 % of Salaries, Fringe and Other Direct Costs less financial assistance and \$75000 sub contractor fees
<b>Grand Total</b>	<b>1,202,643</b>	<b>1,202,643</b>	<b>\$1,202,643</b>	<b>100.00%</b>	