

FIRST AMENDATORY AGREEMENT

THIS FIRST AMENDATORY AGREEMENT (“Amendment”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **JEWISH FAMILY SERVICE OF COLORADO, INC.**, a Colorado non-profit corporation, whose address is 3201 South Tamarac Drive, Denver, Colorado 80231 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated December 5, 2023 for the City to provide funding and Contractor to utilize the funding for temporary rental and utility assistance to eligible residents of the City and County of Denver (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 3 of the Agreement entitled “**TERM**” is amended to read as follows:

“The Agreement will commence on January 1, 2024, and will expire, unless sooner terminated, on March 31, 2025 (the “Term”).”

3. Subsection 4.4.1. of the Agreement entitled “**Maximum Contract Amount**” is amended to read as follows:

“Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **Eight Hundred Seventy-Three Thousand Six Hundred Thirty-Seven Dollars and NO/100 (\$873,637.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in Exhibit A or A-1, as applicable. Any services performed beyond those in Exhibit A or A-1, as applicable, are performed at Contractor’s risk and without authorization under the Agreement.”

4. A new Section 41 titled “**COMPLIANCE WITH DENVER WAGE LAWS**,” is added to the Agreement to read as follows:

“41. **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.”

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

6. 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.

Exhibit List

Exhibit A-1 – Scope of Work

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Contract Control Number: HOST-202474903-01/HOST-202371133-01
Contractor Name: JEWISH FAMILY SERVICE OF COLORADO, INC.

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

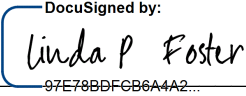
By:

By:

By:

Contract Control Number:
Contractor Name:

HOST-202474903-01/HOST-202371133-01
JEWISH FAMILY SERVICE OF COLORADO, INC.

By:  _____
97E78BDFGB6A4A2...

Name: Linda P Foster
(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

Jewish Family Service of Colorado, Inc.

HOST-202474903

I. INTRODUCTION

Period of Performance Start and End Dates: January 1, 2024 – March 31, 2025

Project Description:

The purpose of this contract agreement is to provide a Department of Housing Stability (HOST) amendment to add additional funds in the amount of \$251,500.00 for a total contract amount of \$873,637.00. These funds will be provided to Jewish Family Service of Colorado, Inc. (JFS) to be utilized to provide Temporary Rental and Utility Assistance (TRUA) and housing stability case management to eligible residents in the City and County of Denver.

Funding Source:	Affordable Housing Fund
Project Name:	Jewish Family Service of Colorado, Inc. Temporary Rental and Utility Assistance Program
Budget Type:	Focused Cost Reimbursement
Contractor Address:	3201 South Tamarac Drive Denver, CO 80231
Organization Type:	Non-Profit

II. SERVICES DESCRIPTION

A. List of Services to be provided by contractor

1. Program funds will be used to provide rental and utility assistance to eligible residents in the City and County of Denver as detailed below, and in accordance with TRUA Program Guidelines. In the event of a conflict between the details of program administration in this document and in the Program Guidelines, the Program Guidelines shall control.

B. Activity Requirements:

1. **Rental Assistance (RA):** JFS will provide rental assistance to eligible households for a period of up to 6 months in a 12-month period (calendar year), depending upon need.
 - a) The participant must provide evidence of tenancy via a lease, 10-Day Rent Demand and/or Rent Ledger reflecting the participant’s name or other evidence of residency at the current residence within the City and County of

Denver boundaries. If there is no formal lease, evidence of residency at the current residence may be provided in lieu of the lease and include demonstrated regular payments to the owner of the property or a signed Affidavit by the lessee or lessor that the property is the participant's primary residence.

- b) Program assistance must be provided according to Fair Housing requirements that protect citizens from discrimination on the basis of race, color, religion or creed, national origin, ancestry, age, sex, gender, sexual orientation, gender identity or gender expression, marital or familial status, military status or physical or mental disability.
- c) The participant must attest to and, whenever possible, demonstrate a current financial or other housing crisis to be eligible for financial assistance, which may include but is not limited to a notice of rent increase that will make existing housing unaffordable to the participant, evidence of uninhabitable living conditions such as a notice of public health violations, a past due notice, demand for rent or possession, or a court summons.
- d) Assistance will not exceed 6 months within a 12-month period (calendar year). Assistance up to the maximum of 6 months in a 12-month period (calendar year) does not need to be continuous.
- e) Rent assistance may include rental arrears, current month's rent, and up to one future month's rent. A month is considered current until the 14th day of that month. On the 15th day of that month or after, the month is considered in arrears and the subsequent month is considered to be current.
- f) Rent assistance may include payments made for rental units in which a tenant no longer resides if the rental unit was their primary residence at the time of their application submission. Contractors should employ discretion to determine whether payments made for a previous unit or relocation assistance will best promote housing stability.
- g) Assistance may include late fees, attorney's fees, and posting fees with documentation of reasonableness, allowance in the lease, and verification that the costs were allowable under local and State law at the time the fees were charged.
- h) Relocation assistance may include application fees, security deposit assistance and/or rent assistance if JFS is unable to help mitigate involuntary displacement from current residence. To receive relocation assistance, the following criteria must be met:
 - i. Cannot have been displaced from City and County of Denver residence for more than 90 days.
 - ii. Must demonstrate or attest to risk of involuntary displacement which may include but is not limited to eviction, hazardous conditions, landlord refusing to renew lease, etc).
 - iii. Must be approved for a unit in the City and County of Denver.
 - iv. Security deposit/first month's rent payment will be made to the individual/vendor where the funds are due on behalf of clients.

- v. Deposit and First Month's Rent will count as one month each toward the six-month maximum
- i) JFS will process rental payments for eligible participant households who are deemed eligible for the program
- j) Payment requests will be delivered from JFS in accordance with the payment process requirements outlined below.
- k) Rental assistance is not intended to provide perpetual assistance beyond the 6- month maximum as outlined in the TRUA Program Guidelines. Assistance is intended to benefit participants who are not able to meet their monthly housing expenses due to unexpected situations.

2. Utility Assistance:

JFS will provide utility assistance to eligible households for a single occurrence per utility within a 12-month period (calendar year). The assistance is designed to prevent utility services from being disconnected by assisting low and moderate-income residents experiencing a housing crisis. This program provides Utility Assistance to Denver Water and/or Xcel Energy (electric, gas) for renters and homeowners.

- a) The participant must provide evidence of residency at the current residence within the City and County of Denver boundaries via a lease, Denver Property Taxation and Assessment System record, deed of trust, or mortgage reflecting the participant's name or alternative evidence of residency in accordance with TRUA Program Guidelines. The residence must be the participants primary residence. To be eligible for utility assistance, homeowners/renters must provide proof of ownership/residency for the property in which they reside.
- b) Program assistance must be provided according to Fair Housing requirements that protect citizens from discrimination on the basis race, color, religion or creed, national origin, ancestry, age, sex, gender, sexual orientation, gender identity or gender expression, marital or familial status, military status or physical or mental disability.
- c) The participant must demonstrate need in the form of a disconnection notice or past-due bill.
- d) Assistance will not exceed one occurrence per utility within a 12-month period (calendar year).
- e) Water and energy may be paid separately.
- f) Utility assistance may include payments for a one-time utility deposit. Utility deposit payments will count towards an applicant's one occurrence of utility assistance per utility within a 12-month period (calendar year).
- g) JFS will process utility payments for eligible participant households who are deemed eligible for the program.
- h) Payment requests will be delivered from JFS to the vendor where the funds are due on behalf of clients.

- i) Utility assistance is not intended to provide perpetual assistance. Assistance is intended to benefit participants who are not able to meet their monthly housing expenses due to unexpected situations.

3. Case Management Support

JFS will provide case management support to eligible TRUA applicants who express interest in receiving this assistance, including, but not limited to these service offerings:

- a) Housing stability planning;
- b) Financial counseling and budgeting assistance;
- c) Employment support; and
- d) Referrals to community resources, healthcare, and mental health services.

Case management support will always follow TRUA guidelines and create, as such, the timeline that an individual is eligible for case management support will be determined by the number of months they are qualified to receive TRUA financial assistance.

a) Contractor will:

- i. Conduct client assessment and case management intake process:
 - a. Pre-screen clients interested in receiving case management support and determine their eligibility for TRUA;
 - b. Conduct a comprehensive needs assessment; and
 - c. Work with the client to set goals and develop an individualized plan.
- ii. Fulfill case management roles and activities, such as:
 - a. Advocacy on behalf of clients;
 - b. Support and guidance in goal achievement;
 - c. Crisis intervention and problem-solving;
 - d. Empowerment and skill-building;
 - e. Resource navigation;
 - f. Evaluation of housing stability and adjustment of goals and action steps; and
 - g. Tracking of engagement in case management, service enrollment, and outcomes
- iii. If demand exceeds capacity, the following criteria will be considered in determining if a client/household will be selected to receive financial and case management support from Jewish Family Service:
 - a. Eligibility for Minimum Support Timeline: If demand exceeds the capacity of the JFS case management team, and in an effort to ensure that there is at least a minimum timeframe to provide basic supportive services, clients who have not yet received TRUA in 2024 and may be eligible to receive at least 3 months of assistance will receive priority consideration for case management support.

- b. Priority consideration will be given to households who demonstrate the greatest need for case management services to complement financial assistance provided by TRUA.
- iv. If capacity is maximized, refer TRUA applicants to other external programs that can support a resident's housing stability, such as legal aid resources or mediation services.

4. **Contractor Intake Process Requirement**

Contractor will prioritize applications based upon prioritization procedures established by HOST. Contractor must provide an initial consultation and eligibility assessment with a case manager or other authorized representative to determine TRUA eligibility and the type, level, and duration of assistance for each program participant.

Eligibility assessments, even when the client did not receive financial assistance must be documented and kept in a client file. If a client was determined to be ineligible for program assistance, the reason for denial should be included as part of the client file.

a) **Contractor will:**

- i. Maintain well-developed internal policies that address the administration of the program.
- ii. Assess each client to determine appropriate resources and services to eliminate housing related barriers.
- iii. Refer clients with housing barriers to appropriate resources.
- iv. Maintain well-developed partnerships with other service and housing providers, agencies, and local governments.
- v. Work with each client in a culturally appropriate way

b) Client intake forms should include, at a minimum:

- i. Name and contact information of applicant
- ii. Address including zip code
- iii. Income of all household members over the age of 18 who are requesting assistance; applicant and co-applicant(s) (if applicable)
- iv. Self-certification of hardship
- v. Demographic information needed for contract reporting requirement
- vi. Utility/company account information (if applicable)
- vii. Landlord contact information (if applicable)

5. **Documentation Requirement:**

- a) Contractor must maintain adequate and easily identifiable documentation to determine the eligibility of program participants served. Documentation must demonstrate activities and expenses that are:
 - i. Allowable
 - ii. Reasonable
 - iii. Defensible
- b) Contractor must:
 - i. Verify and document eligibility prior to providing TRUA
 - ii. Maintain documentation in participant case file.
- c) Minimum Acceptable Types of Documentation, in Order of Preference:
 - i. Written third party verification
 - ii. Oral third-party verification
 - iii. Applicant self-declaration via an Affidavit
- d) Determining Acceptable Level of Documentation:
 - i. Contractor must make every effort to achieve the highest standard that is reasonable
 - ii. Contractor must document reasons when using lower standard of documentation.

6. Payment Process Requirement:

- a) JFS will receive, review, and approve signed requests that contain all the information needed to determine eligibility and determine that the amount requested is allowed under established guidelines as noted in the participant eligibility above.
- b) Once approved, checks or ACH payment will be issued as quickly as possible. Checks or ACH payments will be made out to each individual or utility vendor(s), only after the individual has been identified through City property records, lease, W9, or other documentation as the owner of the property where the participant lives as the owner of the property where the participant lives.
- c) JFS may authorize payments made directly to Denver County court when doing so will prevent the applicant's involuntary displacement.
- d) Only in cases where landlords refuse payment or remain unresponsive, JFS may authorize payments made directly to tenants in instances when doing so will prevent the applicant's involuntary displacement. Proof that landlord has refused payment or is unresponsive must be documented in the application file which must include:
 - i. A request for participation sent in writing, by mail, to landlord where addressee does not respond to the request within 10 business days or;
 - ii. A request for participation has been made at least three times by text or e-mail over a minimum of 7 business days with no response or;

- iii. The landlord confirms in writing that they do not wish to participate or is unresponsive in cases of imminent displacement.
- iv. Prior to funds being provided, tenant must agree to use any funds received for its intended purpose by submitting a declaration of agreement in writing or by e-mail. Landlord will also be provided with a 'Direct Tenant Payment Notification' letter describing the amount of funds provided to Tenant for rental assistance along with contact information to report any concerns of fraud.
- e) Maintain financial assistance records.
- f) Provide HOST with monthly financial data summarizing the financial assistance provided to each participant to avoid disallowed assistance.
- g) JFS must submit invoices with back up documentation on each of the payments.

7. Client Requirements:

- a) Proof of Residency for Renters – The participant must provide evidence of tenancy via a lease, 10-Day Rent Demand and/or Rent Ledger reflecting the participant's name or other evidence of residency at the current residence within the City and County of Denver boundaries. If there is no formal lease, evidence of residency at the current residence may be provided in lieu of the lease and include demonstrated regular payments to the owner of the property or a signed Affidavit by the lessee that the property is the participant's primary residence.
- b) Proof of Residency for Homeowners – The participant must provide evidence of residency via Denver Property Taxation and Assessment System, a deed of trust or mortgage reflecting the participant's name or other evidence of residency at the current residence within the City and County of Denver boundaries.
- c) Proof of Income – For the purposes of this contract, the participant household must be low to moderate income, with household income defined as at or below the current HUD 80% Area Median Income (AMI) as provided and updated annually here: <https://www.huduser.gov/portal/datasets/il.html>. Proof of income may include the following:
 - i. Pay stubs (wages, salary, armed forces income)
 - ii. Proof of unemployment application
 - iii. Certification of Zero Income
 - iv. Court order (alimony, child support)
 - v. Federal or state tax return
 - vi. Dividend interest statement
 - vii. Categorical Eligibility
 - viii. Fact Specific Proxy
 - ix. Other written verification of income:
 - a. Name of income source, and applicant name
 - b. Income amount and frequency

- c. Contact information for authorized income source representative
- d. Signed and dated by authorized income source representative
- d) Self-Declaration – (only if written verification cannot be obtained):
Self-declaration of income is acceptable ONLY in very limited circumstances. A self-declaration must be clearly documented in the case file, including all attempts to obtain third party verification and a signed Affidavit that the declared income is accurate. Self-declared cases will be monitored closely for compliance with program requirements
- e) Identification – The applicant must provide identification as required by City policies and ordinances.

8. **Ineligible Activities:**

Ineligible program activities include:

- a) Assistance to individuals or households with income exceeding 80% of AMI. For the purpose of this contract, we will use the income limits as published by HUD, as provided and updated annually here:
<https://www.huduser.gov/portal/datasets/il.html>.
- b) Mortgage costs including payment, fees, taxes, and refinancing expenses

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. Provide rental and utility assistance to City and County of Denver residents at or below 80% of the Area Median Income who have experienced a financial hardship.
- B. Provide case management support to eligible TRUA applicants who express interest in receiving this assistance,
- C. Provide personnel and administrative funding to administer the program.

VI. OBJECTIVE AND OUTCOMES

Objective: Provide temporary rent and utility assistance and case management support to low- and moderate-income City and County of Denver residents who have experienced a financial hardship.

Outcome I: A total of 85 unduplicated households served with rental and/or utility assistance.

- 1. Of the 85 households served above, a total of 15 unduplicated households will also be served with case management support.

VII. REPORTING

- A. Contractors will be required to use HOST Programs Community to submit all program narrative and qualitative data reports. These reports are due the 15th business 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.
- B. 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.

- C. 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.
- D. 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.
- E. 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 – 85
 - 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
 - 5. Specific to this Scope of Work:
On a monthly basis, JFS will submit a report to the TRUA Program Manager and Program Administrator providing the following data on Case Management Support services for the reporting period and cumulatively for the contract period:

- a. Number of unique households who receive Case Management Support services
- b. Number of unique households receiving each type of Case Management Support service, including but not limited to:
 - i. Housing stability planning;
 - ii. Financial counseling and budgeting assistance;
 - iii. Employment support and job training; and
 - iv. Referrals to community resources, healthcare, and mental health services.
- c. Total number of TRUA clients that receive referrals to JFS programs/wraparound services.
- d. Total number of TRUA clients receiving external referrals for supportive services due to maximum capacity being reached
- e. Length of time TRUA clients receive Case Management support assistance
- f. Outcomes of households exiting case management services

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 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

1. Cash advances: Subrecipients wishing for an initial and ongoing cash advances should make a request at time of agreement negotiation. The amount requested for payment of an initial cash advance will include an estimated schedule of costs incurred in the initial 30 days. The Subrecipient must be able to provide documentation to HOST staff for verification of incurred costs for the previous month's cash advance prior to receiving a future month's cash advance. If a cash advance is received, Subrecipient must provide documentation of how the previously paid month's cash advance was expended prior to submitting an invoice for the next month's cash advance. Requests for payment of a cash advance will include an estimated schedule of costs incurred in the subsequent month. If any portion of a cash advance is unspent from the prior period, the cash advance request must show the amount of unspent funds from the prior period and how it will be used in the estimated schedule of costs for the following month. Subrecipient must provide supporting documentation for all payments. Under no circumstances will an additional reimbursement or advance be considered until the previous advance documentation is received and approved by HOST staff.

Interest:

Per Section 200.305(b)(8) of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), to paraphrase, if the contractor expects it can earn more than \$500.00 in interest per year on advances, then it must maintain the funds in an interest-bearing account and refund interest amounts that exceed \$500.00 annually. Up to \$500.00 can be retained for administrative purposes; refer to 200.305(b)(9) for details regarding repayment.

Per Section 200.305(b)(1) of the Uniform Guidance, to paraphrase, the contractor should maintain written procedures that address the requirement to minimize the time between the receipt and disbursement of funds.

This is a link to the above regulations:

https://www.ecfr.gov/cgi-bin/text-idx?SID=3dd26094b97303f1949f54e04911ea45&mc=true&node=se2.1.200_11&rgn=div8.

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:		Jewish Family Service of Colorado			
Project :		Rental and Utility Assistar	City Contract #:	HOST 202474903-01	
Budget Term:		1/1/2024 - 3/31/2025			
Program/Fiscal Year:		2024			
Budget Category	Affordable Housing Property Tax HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Personnel: Job Title	Amount	HOST Total	Amount	%	
EHAP Case Manager Lead	\$33,299	\$33,299	\$33,299	100.00%	Full time, salaried employee (1) 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 of position: The EHAP Case Manager/Team lead provides direct guidance, performs case management, and helps to proactively troubleshoot issues that affect case managers to ensure timely and high-quality support is provided to clients.
Case Managers (2)	\$96,099	\$96,099	\$96,099	100.00%	Full time, hourly employees (2) 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 of position: JFS's case managers work individually with each client to create success plans, provide financial assistance, and identify their needs and connect them to resources within JFS and through other services providers.
Director of Community Resources for Stability	\$13,303	\$13,303	\$13,303	100.00%	Full time, salaried employee (1) 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 of position: CRS Director oversees and guides program implementation and works with the Manager of the Housing Stability Programs to ensure compliance.

Budget Category	Affordable Housing Property Tax HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
			Amount	%	
Housing Stability Programs Manager	\$28,445	\$28,445	\$28,445	100.00%	Full time, salaried employee (1) 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 of position: Housing Stability Programs Manager directs day-to-day operations, performs supervision with Team Leads, ensures grant implementation and reporting compliance, and creates and maintains vital community partnerships.
Total Salary:	\$171,146	\$171,146	\$171,146	100.00%	
Fringe Benefits	\$26,845	\$26,845	\$26,845	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.
Total Salary and Fringe Benefits:	\$197,991	\$197,991	\$197,991	100.00%	
Other Direct Costs	Amount	Subtotal	Amount	%	
Direct Client Assistance	\$626,349.00	\$626,349	\$626,349	100.00%	Financial Support for at least 85 clients. Costs may include Utilities, Security Deposits, Application Fees, Other TRUA eligible direct assistance costs/fees, Short-Term rent, Medium-term rent, and Rental Arrears. Utilities - Fees, gas, electric, and water assistance for client. Payment to be made directly to utility provider.
Mileage	\$1,500	\$1,500	\$1,500	100.00%	Reimbursement of staff mileage at approved IRS reimbursement rate (currently \$0.67 per mile) at an average of 86 miles per week.
Program Expenses and Supplies	\$25,316	\$25,316	\$25,316	100.00%	Includes a portion of the cost for case management software programs, communications software, docusign, and supplies Program-related expenses and supplies that are not given directly to a client. HOST or the funding agency may request the return of these items. PO/CA should customize for each contractor and items should all within scope or work.
Total Other Direct Costs	\$653,165	\$653,165	\$653,165	100.00%	
Total Salaries, Fringe and Other Direct Costs	\$ 851,156.00	\$ 851,156.00	851,156	100.00%	
Indirect Costs					
Indirect Costs	\$22,481.00	\$22,481	\$22,481	100.00%	Indirect calculated upto 10 % of Salaries, Fringe and Other Direct Costs

Budget Category	Affordable Housing Property Tax HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Grand Total	873,637.00	873,637.00	873,637.00	100.00%	