

FIRST AMENDATORY AGREEMENT

THIS FIRST AMENDATORY AGREEMENT (the “Amendment”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **JEWISH FAMILY SERVICES OF COLORADO, INC.**, a Colorado nonprofit corporation, whose address is 3201 S. Tamarac Drive, Denver, Colorado 80231 (the “Subrecipient”), individually a “Party” and jointly the “Parties.”

RECITALS:

A. The Parties entered into an Agreement on **August 28, 2024**, for the Contractor to provide rapid rehousing services (collectively, the “Agreement”); and

NOW THEREFORE, in consideration of the Parties’ mutual covenants and obligations, the Parties wish to amend the Agreement and agree as follows:

1. **Exhibit A** of the Agreement shall be replaced with **Exhibit A-1**, attached to this Amendment. The updated Scope of Work marked as **Exhibit A-1** is attached hereto, incorporated herein by this reference, and shall control from the date of execution of this Amendment.

2. **Exhibit D** of the Agreement shall be supplemented with **Exhibit D-1**, attached to this Amendment. This notice of grant amendment marked as **Exhibit D-1** is attached hereto, incorporated herein by this reference.

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

“4. **TERM**: The Agreement will commence on **June 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.”

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

5. This Amendment 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.

Exhibit List:

Exhibit A-1: Scope of Work

Exhibit D-1: Notice of Grant Amendment

[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

Contract Control Number: HOST-202579111-01, HOST 202475174
Contractor Name: JEWISH FAMILY SERVICE OF COLORADO

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

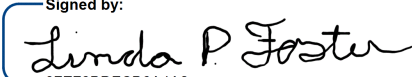
By: _____ By: _____
By: _____

Contract Control Number:
Contractor Name:

HOST-202579111-01, HOST 202475174
JEWISH FAMILY SERVICE OF COLORADO

By: _____

Signed by:



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Name: _____
(please print)

Title: _____
(please print)

President and CEO

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

SCOPE OF WORK

DEPARTMENT OF HOUSING STABILITY

Jewish Family Service of Colorado

HOST- 202579111

I. INTRODUCTION

Period of Performance Start and End Dates: June 1, 2024 – December 31, 2025

Project Description:

This agreement is entered between the Department of Housing Stability (HOST) and Jewish Family Services of Colorado (JFS) for the purpose of Transformational Homelessness Response (THR) Rapid Rehousing. 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. Denver will provide Rapid Rehousing to families including financial assistance and/or services for households to quickly exit homelessness by securing permanent housing. This contract is an extension of time only the award amount for this contract is \$0.00 for a total contract value of \$750,000.00.

This subaward is not for Research and Development. JFS is identified as a subrecipient for the purposes of this agreement and is therefore subject to all terms, conditions and regulatory requirement required of federal funding subrecipients per 2 CFR Part 200, as well as specific rules and regulations for American Rescue Plan Act (ARPA) program.

Funding Source:	State of Colorado American Rescue Plan Act
Project Name:	Transformational Homelessness Response Rapid Rehousing
Budget Type:	Cost Reimbursement
Federal Award ID (FAIN) #:	SLFRP0126
Federal Award Date:	5/18/2021
Federal Awarding Agency:	Department of Treasury
Pass-Through Entity:	State of Colorado
Awarding Official:	Department of Local Affairs
Unique Entity Identifier:	LXPHAWKJDQ76
SAM.gov Expiration Date:	10/3/2024
Catalog of Federal Domestic Assistance (CFDA#):	21.027
Contractor Address:	3201 S. Tamarac Drive, Denver CO 80231
Organization Type:	Non-Profit

II. SERVICES DESCRIPTION

- A. Rapid rehousing (RRH) services provided by JFS include the following:
 1. Housing Navigation – Identify, recruit, engage and maintain relationships with landlords. Conduct housing inspections and help participants choose and access desirable, sustainable housing.
 2. Move-in assistance and rental assistance – financial assistance for rent, utilities, deposits and moving expenses. Participants shall have income recertification every 90 days while in the program. This assistance is intended to be flexible, progressive, and tailored to the specific needs of each participant, enabling them to transition quickly out of homelessness and into permanent housing.
 3. Housing stability case management – works closely with housing navigator and employment supports to help participants rapidly move into permanent housing, remain stable in their housing, and connect them with community resources and other support networks as needed. Case managers work with participants to develop a housing plan with goals focused on housing and income.
- B. Referrals for this program will come through both OneHome coordinated entry and direct referrals from family shelter through case conferencing.
- C. JFS will administer the THR Rapid Rehousing Program. This includes providing financial assistance to eligible participants, assisting them in locating, obtaining, and maintaining suitable housing.
- D. JFS shall have a staff to participant ration of no less than one case manager to every 15 households for any component of the project that includes housing, such as transitional or supportive housing, as well as no fewer than one case manager to every 30 households in shelter or community-based programming with preference for a 1:15 case management to participant ratio for all program components.
- E. JFS staff should have relevant professional accreditation, education, and experience to implement both holistic and housing focused services. Staff should be community based and multi-disciplinary when possible.
- F. 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 family, and with peer/social networks.
- G. Habitability standards: Temporary housing units or shelter facilities must meet U.S. Department of Housing and Urban Development (HUD) habitability standards defined in 24 CFR part 576.403(c). Documentation of meeting minimum standards must be maintained in household files. Grantees may use Emergency Solutions Grants (ESG) Habitability Standards Checklist found at: <https://www.hudexchange.info/resource/3766/esg-minimum-habitability-standards-for-emergency-shelters-all-different-housing/> or equivalent checklist.
- H. Housing Quality Standards (HQS) are required both at initial occupancy and during the duration of housing assistance for Supportive Housing, Rapid Rehousing, and Prevention programs.

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. OBJECTIVE AND OUTCOMES

Outputs: The direct results of program activities that may include	Benchmark	Outcomes: The intended accomplishments of the program	Benchmark
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types, levels, and targets of services to be delivered by the program. They are indicators of how effective you were in implementing your program

Number of households to be served annually	60	Number and percentage of households who remain stably housed on year after program exit	50%
Number and percentage of households served in a literally homeless situation	100%	Number and percentage of households who exit the program exit to permanent housing	80%
Number and Percentage of Households who receive assistance with obtaining employment and/or benefits	80%	Number and percentage of households who increase or maintain income (earned and unearned) and/or non-cash benefits	80%
Percentage of households served who were referred from OneHome	25%		
Number and percentage of households who receive case management	100%		
Number and percentage of households who receive mental health support (if behavioral health components included)	50%		
Number and percentage of households who receive substance use support assistance (if behavioral health components included)	50%		
+Number and percentage of households who receive employment assistance	50%		
+Number and percentage of households who receive clothing assistance	50%		
+Number and percentage of households who receive furniture assistance	80%		

Assumptions: Unless otherwise indicated, data will be pulled from Homeless Management Information System (HMIS)

Data Quality: Each reporting period an HMIS Data Quality Report must be uploaded to Salesforce with quarterly report. Data quality must be in alignment with expectations outlined by MDHI

+indicates measures that will be tracked but will not be used to evaluate programs

VI. REPORTING

- A. Contractor is required to use Homeless Management Information System (HMIS) for program data collection. Contractor's use of HMIS must adhere to COHMIS [Policy](#) and [Data Quality](#) standards to demonstrate clients' eligibility, and meet indicators in this scope of work. Disbursement of funds is contingent upon the ability to collect program data using HMIS.
- B. Contractors will be required to use HOST Programs Community to submit all program narrative and qualitative data reports. These reports are due the 15th day of the month following each reporting period. Each narrative report will content information on program success, challenges, and funding leverage during the reporting period.

Report Type	Due Date
Quarterly Report for Jun 1 – Aug 31	Sept15
Quarterly Report for Sept 1 – Nov 30	Dec 15
Semi-Annual Report for Jun 1 – Dec 31	Jan 31
Quarterly Report for Dec 1 – Feb 28	March 15
Quarterly Report for March 1 – May 31	June 15
Annual Report	June 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 Households served (universal for all HOST-funded programs) and progress toward the households served goal:

Households proposed to be served over the contract term – 60

- ii. Demographics of households served:
Demographic data of households served are monitored to ensure fair and equitable access to services. The scope of demographic data collected are specific to the needs of the program or any related funding sources. Demographic data can include but is not limited to race and ethnicity, income level, participant age/ age-group/ number of age-qualifying participants, disability status, mental health condition, or gender identity.

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

2. Qualitative narratives: This includes reports on program successes and challenges, programmatic updates, and supplemental reports.
 - A. JFS to fill out the 5 narrative prompts in Attachment C and provide their program total number for connections care for that quarter (See Attachment C “2024 Quarter 1 report One-Pager”). These reports can be submitted through the Salesforce programs community.
3. Financial Data
 - a. Funding sources and amount included.
 - b. Total Contract spend to date, by budget category.

VII. ADD IN (s) SPECIFIC TO SCOPE OF WORK FOR PROGRAM REQUIREMENTS

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

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 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" in 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 monthly, no later than the 15th day of the following month for expenses incurred in the prior month. The request for reimbursement should include:
 - a. Amount of the request in total and by line item.
 - b. Period of services for current reimbursement.
 - c. Budget balance in total and by line item.
 - d. Authorization for reimbursement by the contract signatory (i.e., executive director or assistant director).
7. If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to HOST prior to the draw request.
8. The standardized HOST "Expense Certification Form" should be included with each payment request to provide the summary and authorization required for reimbursement.

C. Payroll

1. A summary sheet should be included to detail the gross salary of the employee, amount of the salary to be reimbursed, the name of the employee, and the position of the employee. If the employee is reimbursed only partially by this contract, the

amount of salary billed under other contracts with the City or other organizations should be shown on the timesheet as described below. Two items are needed for verification of payroll: (1) the amount of time worked by the employee for this pay period; and (2) the amount of salary paid to the employee, including information on payroll deductions.

2. The amount of time worked will be verified with timesheets. The timesheets must include the actual hours worked under the terms of this contract, and the actual amount of time worked under other programs. The total hours worked during the period must reflect all actual hours worked under all programs including leave time. The employee's name, position, and signature, as well as a signature by an appropriate supervisor, or executive director, must be included on the timesheets. If an electronic time system is used, signatures are not required. If the timesheet submitted indicates that the employee provided services payable under this contract for a portion of the total time worked, then the amount of reimbursement requested must be calculated and documented in the monthly reimbursement request.
3. A payroll registers or payroll ledger from the accounting system will verify the amount of salary. Copies of paychecks are acceptable if they include the gross pay and deductions.

D. Fringe Benefits

1. Fringe benefits paid by the employer can be requested by applying the FICA match of 7.65 percent to the gross salary -less pre-tax deductions, if applicable, paid under this contract. Fringe benefits may also include medical plans, retirement plans, worker's compensation, and unemployment insurance. Fringe benefits that exceed the FICA match may be documented by
 - a. A breakdown of how the fringe benefit percentage was determined prior to first draw request; or
 - b. By submitting actual invoices for the fringe benefits. If medical insurance premiums are part of the estimates in item #1, one-time documentation of these costs will be required with the breakdown. Payroll taxes may be questioned if they appear to be higher than usual.
2. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick, or military), employee insurance, pensions, and unemployment benefit plans. The cost of fringe benefits is allowable if they are provided under established written leave policies, the costs are equitably allocated to all funding sources, including HOST awards; and, the accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the vendor. HOST does not allow payments for unused leave when an employee retires or terminates employment.

E. General Reimbursement Requirements

1. Invoices: All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Contractor and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed, and dated by the individual receiving

the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.

2. 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.
3. Service Period and Closeout: All reimbursed expenses must be incurred during the 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 of the contract Agreement start date and before the last Quarter of the fiscal period, unless waived in writing by the HOST Deputy Director or their designee.

5. Budget modification requests are limited to two per each fiscal year of a contract agreement term. Exceptions to this limit may be made by the HOST Deputy Director or their designee.

H. Contract Amendments

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

I. Financial Management Systems

The Contractor must maintain financial systems that meet the following standards:

1. Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal and/or city financial reporting requirements.
2. Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
3. Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property, and it must be assured that it is used solely for authorized purposes.
4. Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
5. For contracts subject to Federal Agreements, applicable OMB Omni Circular cost principles, agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
6. Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
7. For contracts subject to Federal Agreements, the Contractor shall maintain separate accountability for HOST funds as referenced in 2 C.F.R. 200.
8. The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
9. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
10. The Contractor shall participate, when applicable, in HOST provided staff training sessions.

J. Monitoring Requirements

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

K. Audit Requirements

1. For Federal Agreements subject to 2 C.F.R. 200, a copy of the final audit report must be submitted to the Federal Audit Clearinghouse within thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the period audited.
2. All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **HOST Financial Services Team**.
3. The Contractor will be responsible for all Disallowed Costs.
4. The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

L. Procurement

1. The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services supplies, or other property that costs more than ten thousand dollars (\$10,000) in the aggregate.
2. The Contractor will ensure selected vendor or proposer has required insurance once the Contractor identifies a successful vendor or proposer.
3. The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
4. For contracts subject to federal agreements, if there is a residual inventory of unused supplies exceeding five thousand dollars (\$5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other federally sponsored programs or projects the Contractor will compensate the awarding agency for its share.

M. Bonding

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

N. Records Retention

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

- A. JFS will use the funds to run the Transformational Homelessness Response rapid rehousing program to get families into housing as quickly as possible.

Contract	Amount
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Base	750,000.00
1 st Amendment	\$0.00
2 nd Amendment	

X. Budget

Contract Program Budget Summary						
Contractor Name: Project : Budget Term: Program/Fiscal Year:	Jewish Family Services of Colorado					
	THR Rapid Reshousing	City Contract #:	HOST 202579111			
	6/1/2024 to 12/31/2025					
	2024/2025					
Budget Category	THR ARPA grant from State HOST Funding	Secondary funding N/A	Total Costs requested from HOST	Agency Total		Budget Narrative
Personnel: Job Title	Amount	Amount	HOST Total	Amount	%	
Housing Navigators/Case Managers	\$132,254	\$0	\$132,254	\$192,530	68.69%	Up to 4 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: CRS Case Managers, Housing Navigators work individually with clients to create success plans, lead the housing search process, provide financial assistance, and perform resource/benefit navigation.
Rapid Rehousing Team Lead	\$28,751	\$0	\$28,751	\$41,855	68.69%	A portion of salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: The Case Manager/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.
Housing Stability Program Manager	\$34,501	\$0	\$34,501	\$50,255	68.65%	A portion of 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: directs day-to-day operations, performs supervision with Team Leads, ensures grant implementation and reporting compliance, and creates and maintains vital community partnerships.

Budget Category	THR ARPA grant from State HOST Funding	Secondary funding N/A	Total Costs requested from HOST	Agency Total		Budget Narrative
CRS Program Assistant/Director	\$40,252	\$0	\$40,252	\$58,597	68.69%	A portion of salary 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: CRS Director oversees and guides program implementation and works with the Manager of the Housing Stability Programs to ensure compliance. Tthe Program Assistant Performs a variety of administrative support duties for the Community Resources for Stability department programs to ensure record keeping, organization and optimize workflow.
Total Salary:	\$235,758	\$0	\$235,758	\$343,237	68.69%	
Fringe Benefits	\$47,152	\$0	\$47,152	\$47,152	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:	\$282,910	\$0	\$282,910	\$390,389	72.47%	
Other Direct Costs	Amount	Amount	Subtotal	Amount	%	
Client Support	\$24,046	\$0	\$24,046	\$49,046	49.03%	\$20,000 to cover the cost of move-in essentials for 40 households including mattresses, bedframes, vacuums, mops, cleaning supplies, towels, bedding, dishes, cookware, and additional sundries to help clients arrive at new residence at an approximate cost of \$500 per household. \$7,000 to cover client transportation support including bus passes, gas, Uber, and Lyft costs for clients. Does not include direct financial assistance
Financial Assistance (ICR not eligible)	\$30,940	\$0	\$30,940	\$30,940	100.00%	Eligible Costs may include rental application fees, security deposits (amount of security deposit should not exceed 1 month's rent) and moving costs. \$30,940 to cover costs associated with application fees, security deposits, landlord incentives for 45 clients. (ICR not eligible)
Rental Assistance (ICR not eligible)	\$352,711	\$0	\$352,711	\$352,711	100.00%	Eligible Costs may include Short-Term rent up to 3 months of rent and Medium-term rent between 3-24 months of rental assistance in a 3-year period. Unit must be within Fair Market Rate. .Short-Term rent, Medium-term rent, and Rental Arrears for 60 households. Rent to be paid directly to the owner of the housing unit. (ICR not eligible)
Utility Assistance (ICR not eligible)	\$3,000	\$0	\$3,000	\$3,000	100.00%	Gas, electric, and water assistance for client. Payment to be made directly to utility provider. (ICR not eligible)

Budget Category	THR ARPA grant from State HOST Funding	Secondary funding N/A	Total Costs requested from HOST	Agency Total		Budget Narrative
Client Incentives	\$1,000	\$0	\$1,000	\$1,000	100.00%	One item of value up to \$40 per client will be given as an incentive for 25 clients to participate in entry and exit surveys to guide and improve program design and implementation.
Program Expenses and Supplies	\$6,000	\$0	\$6,000	\$6,000	100.00%	Program supplies for case management team including one new computer to be used exclusively by Rapid Rehousing Staff, team software (Zoom, docusign, microsoft, CareLogic and Case Worthy licenses for RRH team members)
Staff Mileage	\$2,000	\$0	\$2,000	\$2,000	100.00%	Reimbursement of personal vehicle mileage (not to exceed the standard IRS rate at the time of travel), public transportation and ride share services for work purposes not commuting to/from work. Average of 57 miles per week at IRS rate at the time of travel (currently \$0.67 per mile)
Total Other Direct Costs	\$419,697	\$0	\$419,697	\$444,697	94.38%	
Total Salaries, Fringe and Other Direct Costs	\$ 702,607.00	\$ -	\$ 702,607.00	835,086	84.14%	
Indirect Costs						
Indirect Costs	\$47,393	\$0	\$47,393	\$44,844	105.68%	Indirect costs calculated 15% Total Salaries, Fringe and Other Direct Costs Less Financial Assistance, Rental Assistance and Utility Assistance
Grand Total	750,000	0	\$750,000	\$879,930	85.23%	

GRANT AGREEMENT
AMENDMENT #1

SIGNATURE AND COVER PAGE

State Agency Department of Local Affairs, for the benefit of the Division of Housing	Original Agreement Encumbrance # H3HRGP23134
	Original/Previous CMS #s 186573
Grantee City and County of Denver	Amendment CMS # 189225
(Previous) Agreement Maximum Amount \$2,000,000.00	(New) Agreement Maximum Amount \$2,000,000.00 (No change)
(Previous) Agreement Expiration Date September 30, 2026	(New) Agreement Expiration Date September 30, 2026 (No change)
(Previous) Fund Expenditure End Date Setpember 30, 2026	(New) Fund Expenditure End Date September 30, 2026 (No change)

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p>GRANTEE CITY AND COUNTY OF DENVER</p> <p>DocuSigned by: <i>Jamie Rife</i> By: _____ 00D2955B3D92449... Jamie Rife, Executive Director</p> <p>Date: 5/6/2024 11:51 AM MDT</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Department of Local Affairs</p> <p>DocuSigned by: <i>Maria De Cambra</i> By: _____ 0020A67707B9482... Maria De Cambra, Executive Director</p> <p>Date: 5/6/2024 12:40 PM MDT</p>
<p>In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: <i>Beulah Messick - DOLA</i> By: _____ 090ACD88A721474... Beulah Messick, Controller Delegate</p> <p>Amendment Effective Date: 5/8/2024 8:10 AM MDT</p>	

1. PARTIES

This Amendment (the “Amendment”) to the Original Agreement shown on the Signature and Cover Page for this Amendment (the “Agreement”) is entered into by and between the Grantee, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4. PURPOSE

To update the Executive Director of the City and County of Denver and modify the main Grant Agreement to reserve the indemnification section.

5. MODIFICATIONS

The Agreement and all prior amendments thereto, if any, are modified as follows:

- A. In the cover page of the **Grant Agreement, Principal Representatives Section**, is deleted in its entirety and replaced with the following:**

“For Grantee:

**Jamie Rife, Executive Director
City and County of Denver
201 W. Colfax Avenue
Denver, CO 80202
Jamie.rife@denvergov.org”**

- B. In the main body of the Grant Agreement, Section U, Indemnification, is deleted in its entirety and replaced with the following:**

“U. Indemnification [Reserved].”

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

END OF AMENDMENT