

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **BROTHERS REDEVELOPMENT, INC.**, whose address is 2250 Garden Level Suite B, Garden Level, Ste B, Denver, Colorado 80214 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into Agreement dated August 29, 2022, and a First Amendatory Agreement dated October 17, 2022 (collectively, the “Agreement”).

B. The Parties wish to amend the Agreement to extend the term and increase the maximum contract amount.

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

1. All references to “...Exhibit A and A-1...” in the Agreement shall be amended to read: “...Exhibit A, A-1 and A-2...” as applicable. The scope of work marked as **Exhibit A-2** attached to this Second Amendatory Agreement is hereby incorporated by reference.

2. Section 4 of the Agreement entitled **TERM:** is hereby deleted in its entirety and replaced with:

“4. TERM:

The Agreement will commence on June 1, 2022, and will expire, unless sooner terminated, on December 31, 2023 (the “Term”). Subject to the Director’s prior written authorization, the Subrecipient shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.”

3. Section 5 of the Agreement entitled **COMPENSATION AND PAYMENT:** is hereby deleted in its entirety and replaced with:

“5. COMPENSATION AND PAYMENT:

5.5 Maximum Contract Amount:

5.5.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **THREE MILLION FOUR HUNDRED TWENTY-FIVE THOUSAND THREE HUNDRED TWENTY DOLLARS (\$3,425,320.00)** (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 the Subrecipient beyond that specifically described in Exhibit A-2. Any services performed beyond those in Exhibit A-2 or performed outside the Term are performed at the Subrecipient's risk and without authorization under the Agreement.”

4. Section 48 of the Agreement is added and reads as follows:

48. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

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

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

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Contract Control Number: HOST-202266074-02/HOST-202263902-02
Contractor Name: BROTHERS REDEVELOPMENT, 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

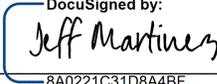
By:

By:

By:

Contract Control Number:
Contractor Name:

HOST-202266074-02/HOST-202263902-02
BROTHERS REDEVELOPMENT, INC.

By:  _____
8A0221C31D8A4BF...

Name: Jeff Martinez
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

SCOPE OF WORK

DEPARTMENT OF HOUSING STABILITY

BROTHERS REDEVELOPMENT INC.

HOST- 202266074

I. INTRODUCTION

Period of Performance Start and End Dates: June 1, 2022 – December 31, 2023

Project Description:

The purpose of this agreement is to provide a subaward from the Department of Housing Stability (HOST) in the amount of \$3,425,320.00 The funds will be utilized for the Brothers Redevelopment Emergency Rental Assistance Program.

Brothers Redevelopment Inc. will provide financial assistance and housing stability services for approximately 562 eligible households in congruence with the U.S. Department of Treasury requirements.

Funding Source:	U.S. Department of Treasury Emergency Rental Assistance Funds
Project Name:	Brothers Redevelopment Inc Emergency Rental Assistance Program
Activity Name:	Emergency Rental Assistance
Federal Award ID (FAIN) #:	ERA0068
Federal Award Date:	05/21/2021
Federal Awarding Agency:	U.S. Department of Treasury
Pass-Through Entity:	City and County of Denver
Awarding Official:	U.S. Department of Treasury
Unique Entity ID	YQFHGA5A4J7
CFDA#:	21.023 Emergency Rental Assistance Program
Central Subrecipient Registration Expiration Date:	Fed 2, 2023
SAM.gov Expiration Date:	Feb 2, 2023
Subrecipient Address:	2250 Eaton St Garden Level Suite B Edgewater, CO 80214
Organization Type:	Non-Profit

II. SERVICES DESCRIPTION

- A. List of Services to be provided by Subrecipient
1. Brothers Redevelopment Inc. will provide housing stability services and financial assistance to eligible households. Financial assistance may include rent, rental arrears, utilities and home energy costs, and utilities and home energy costs arrears. Brothers Redevelopment Inc. may also provide “other expenses” “related to housing” even if not incurred due to the COVID-19 outbreak as defined in the program guidelines.
 2. All services arising under this contract will be in adherence to the requirements set in the Emergency Rental Assistance (“ERA”) program from the United States Department of the Treasury, pursuant to Section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2.

III. ROLES AND RESPONSIBILITIES FOR BOTH PARTIES

- A. Subrecipient 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.
- B. The City will:
1. Provide signage that includes information about the City and County of Denver’s Anti-Discrimination Office.

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 Subrecipient 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 contract 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 FOR

- A. In accordance with the requirements of the Emergency Rental Assistance (“ERA”) program from the United States Department of the Treasury, pursuant to Section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117, provide financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing, to “eligible households” as defined below. Program guidelines will further detail the policies and procedures in administering these funds and follow the requirements established by the United States Department of the Treasury as outlined below.
- B. Eligibility
1. An “eligible household” is defined as a renter household in which at least one or more individuals meets the following criteria:
 - a. has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus pandemic;
 - b. can demonstrate a risk of experiencing homelessness or housing instability; and
 - c. the household is a low-income family (as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b))).
 2. Rental assistance provided to an eligible household should not be duplicative of any other federally funded rental assistance provided to such household.
 3. Eligible households that include an individual who has been unemployed for the 90 days prior to application for assistance and households with income at or below 50 percent of the area median income are to be prioritized for assistance.
 4. Household income is determined as either the household’s total income for calendar year or the household’s monthly income at the time of application. For household incomes determined using the latter method, income eligibility must be redetermined every 3 months.
- C. Available Assistance
1. An eligible household cannot receive more than 18 months of assistance under ERA1 and ERA2 combined.
 2. Rental arrears may be paid for so long as they were accrued after March 13, 2020.

D. Application Process

1. An application for rental assistance may be submitted by either an eligible household or by a landlord on behalf of that eligible household. While landlord participation is strongly encouraged, if a landlord refuses to participate, ERA2 programs must offer assistance directly to tenants. Additionally, ERA2 programs can offer direct-to-tenant assistance first and immediately – these programs are not required.

E. Prioritization - On an ongoing basis, Brothers Redevelopment Inc. shall identify the next tranche of cases to review using the prioritization method below. In the event of a conflict between this method of prioritization and the method of prioritization in the Program Guidelines, the Program Guidelines prioritization method shall control. Brothers Redevelopment Inc. shall prioritize the review of the cases based on the following, when this information is available:

1. Households that received eviction notices and these notices have been provided.
2. Households whose income is at or below 50% Area Median Income (AMI) and adequate documentation has been provided.
3. Households where one or more household members were unemployed for at least 90 days prior to the date of application and adequate documentation has been provided.
4. Other applications as prioritized by the agency's written intake criteria.

VI. OBJECTIVE AND OUTCOMES

- A. **Objective:** Assist eligible households that are unable to pay rent, utilities, and other expenses related to housing.
- B. **Outcomes:** Provide financial assistance and housing stability services to approximately 562 eligible households.

VII. Reporting

- A. Data collection is required and must be completed demonstrating eligibility and progress toward meeting the indicators contained in this Scope of Work. Disbursement of funds is contingent based on the ability to collect the required information using HOST provided forms.
- B. Subrecipient will submit reports via the online portal provided to the Subrecipient (unless otherwise specified). Reports will be due on the 15th day of the month following the end of the reporting period unless otherwise specified.

- C. The portal provides the Subrecipient with an online form in which to enter data for the reporting period. Supplemental forms and information may be required by HOST. The online portal and any supplemental requirements provide HOST with the quantitative and qualitative information necessary to determine Subrecipient's progress towards meeting the indicators contained in this Scope of Work. Submitted forms 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 the portal along with the required login information. Prior to the due date for the first required report, HOST shall provide training as needed or requested by the Subrecipient to support the online portal.
- E. Subrecipient 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. INDICATORS
 - 1. Treasury has provided instructions reporting guidance as to what information grantees and Subrecipients must report to Treasury and how this information must be reported. At a minimum, in order to ensure that Treasury is able to fulfill its monthly and quarterly reporting requirements and its ongoing monitoring and oversight responsibilities, Subrecipients should anticipate the need to collect from households and retain records on the following:
 - a. Address of the rental unit;
 - b. For landlords and utility providers, the name, address, and Social Security number, tax identification number or DUNS number;
 - c. Amount of monthly rent covered by ERA assistance;
 - d. Amount of separately stated utility and home energy costs covered by ERA assistance;
 - e. Total amount of each type of assistance provided to each household (i.e., rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due directly or indirectly to the COVID-19 outbreak).
 - f. Total number of households receiving housing stability services;
 - g. Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided;
 - h. Household income and number of individuals in the household;
 - i. Gender, race, and ethnicity of the primary applicant for assistance;
 - j. The number of applications received;
 - k. Total number of recipient households whose income eligibility was determined based on their eligibility for other federal benefit programs

- l. Total number of recipient households whose income eligibility was determined using fact-based proxy;
- m. The acceptance rate of applicants for assistance; and
 - i. Other data as required and identified by Treasury
 - ii. Treasury's Office of Inspector General may require the collection of additional information in order to fulfill its oversight and monitoring requirements. Treasury will provide additional information regarding reporting to Treasury at a future date.

VIII. SUBRECIPIENT RESPONSIBILITIES IN USE OF DEPARTMENT OF LOCAL AFFAIRS, DIVISION OF HOUSING, EMERGENCY RENTAL ASSISTANCE DATA SYSTEMS

- A. The Subrecipient shall review, assess and approve or deny (as appropriate) ERA applications submitted, utilizing the Neighborly software system operated by Division of Housing, Department of Local Affairs, State of Colorado (DOH). The Subrecipient shall be responsible for applications for rental assistance that will be submitted to DOH within the City and County of Denver while this Agreement is in effect. This includes reviewing documents for completion and eligibility, approving applications, communicating with applicants and Property Owners, and making payments.
- B. The Subrecipient shall also be responsible for complying with any updated guidance issued by the United States Department of Treasury (USDT).
- C. Subrecipient shall be responsible for meeting all requirements for the use of ERA Funds, including prioritizing payment of applications in the manner required by USDT.
- D. Subrecipient shall review applications submitted to the DOH Neighborly software system, using a process established by DOH and HOST, to review resident data to verify that no duplication of benefits would occur for the applicants or a Household prior to the distribution of assistance.
- E. The Subrecipient shall only use the Neighborly software system in order to process applications within City and County of Denver, excluding all data for applicants from areas outside this jurisdiction.

IX. DATA USES, ACCESS AND PROTECTION FOR USE OF DEPARTMENT OF LOCAL AFFAIRS, DIVISION OF HOUSING, EMERGENCY RENTAL ASSISTANCE DATA SYSTEMS

- A. Subrecipient must comply with the requirement in section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 to establish data privacy and security requirements for information they collect
- B. “State Records” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under Colorado Open Records Act (CORA). Subrecipient s shall keep confidential, all State Records, unless those State Records are publicly available pursuant to the Data Uses, Access, and Protection Policy as presented below.
- C. Definitions
 - 1. “Applicant Information” means any and all data, information and records, accessed by Subrecipient through Neighborly for the purpose of applying for rental or utility assistance.
 - 2. “Applicant” means the head of household who submitted the application through Neighborly.
 - 3. “Subrecipient” is as defined as Subrecipient Legal Name in this contract
 - 4. “DOH” means Division of Housing, Department of Local Affairs, State of Colorado.
 - 5. “ERA II” means 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2, and any guidance documents published by the United States Department of the Treasury.
 - 6. “Data Security Breach” means the unauthorized acquisition of unencrypted data that compromises the security, confidentiality or integrity of personal information accessed through neighborly and maintained by Subrecipient.
 - 7. “DOH Data Systems” means Neighborly and any other data base, spreadsheet or other form of information system to which Subrecipient is provided access for the purpose of reviewing Applicant Information.
 - 8. “HOST” means City and County of Denver, Department of Housing Stability
- D. Permitted use of Applicant Information (“Permitted Use”)
 - 1. Applicant Information may only be used for the purpose of providing rental and/or utility assistance under this contract.
 - 2. Subrecipient shall use and access Applicant Information only for the Permitted Use or for review by the Federal Government during an audit or monitoring.
 - 3. Subrecipient may not view, download, make reports with or otherwise access applications in the Neighborly system that are submitted by Applicants that reside outside of the City and County of Denver.

4. Subrecipient may not download, export, take screenshots, or otherwise save Applicant Information outside of the Neighborly system, except for the purpose of billing and reporting required by law.

E. Data Security

1. Subrecipient shall keep Applicant Information confidential. Subrecipient shall take all necessary precautions, including, but not limited to:
 - a. Safeguarding the storage of Applicant Information.
 - b. Restricting which employees are given access to Applicant Information and to DOH Data Systems. Only those employees of Subrecipient who are directly responsible for the Permitted Use shall have access to, or use of, Applicant Information.
 - c. Protecting Applicant Information, DOH Data Systems and Subrecipient's information systems used for storing Applicant Information from unauthorized access, usage, or release.
 - d. Ensuring that all of Subrecipient's employees who will have access to Applicant Information have passed comprehensive criminal background checks, prior to giving them access to Applicant Information.
2. Develop and follow a Records Retention Policy that maintains Applicant Information for only the length of time required by law and HOST policy.

F. Third Party Access

1. Subrecipient shall not give any Third Party access to Applicant Information or to DOH Data Systems without HOST's and DOH's written permission. The acceptance or denial of a request for Third Party access to Applicant Information shall be solely determined at the discretion of DOH.
2. Before allowing any Third Party to access or use any DOH Data Systems or to participate in any activity involving Applicant Information, Subrecipient shall:
 - a. Give HOST and DOH reasonable notice that identifies the Third Party to which Subrecipient plans to grant access and the Provider Information or Provider information systems to which they are to have access.
 - b. Require the Third Party to review and agree to this Data Usage, Access and Privacy Policy.
 - c. Ensure that the Third Party and all of the Third Party's employees and agents that will have access to Applicant Information or to DOH Data Systems pass comprehensive criminal background checks.
 - d. Require that the Third Party provide for the security of Applicant Information as described in this policy.

- e. Require Third Party Record Retention Policy that maintains Applicant Information for only the length of time required by law and HOST policy.

G. Data Security Breach

1. Subrecipient acknowledges that it is solely responsible for any breach of the confidentiality of Applicant Information once that Applicant Information is accessed by Subrecipient its employees, agents, or licensees.
2. If a Data Security Breach has occurred, Subrecipient must report this in writing to HOST and DOH within one business day.
3. If a Data Security Breach has occurred, Subrecipient must conduct a prompt, good faith investigation to determine the likelihood that personal information has or will be misused. If the investigation determines that personal information has been or will be misused, the Subrecipient must provide notice to the affected Applicants within 30 days after the date the Subrecipient determined a breach had occurred. Subrecipient must report to HOST and DOH the findings of its investigations and notifications provided to the affected Applicants.

X. 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 Subrecipient by HOST shall be in accordance with established HOST procedures for line-item reimbursements. Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Vouchers should be submitted within thirty (30) days of the actual service, expenditure or payment of expense.
3. The Subrecipient shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget
4. Invoices and reports shall be completed and submitted on or before the 15th of each month following the month services were rendered 100% of the time. Subrecipient 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. Cash advances: Subrecipient s 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 Subrecipient 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 Subrecipient 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/textidx?SID=3dd26094b97303f1949f54e04911ea45&mc=true&node=se2.1.200_11&rgn=div8

6. Invoices shall be submitted to HOST at hostap@denvergov.org or by US Mail to:

Attn: Department of Housing Stability
Financial Services Team
201 W. Colfax Ave.
Denver CO 80202

B. 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. Minor modifications to the services provided by the Subrecipient or changes to each line item budget equal to or less than a ten percent (10%) threshold, which do not increase the total funding to the Subrecipient, will require notification to HOST program staff and upon approval may be submitted with the next monthly draw. Minor modifications to the services provided by Subrecipient, or changes to each line item budget in excess of the ten percent (10%) threshold, which do not increase the total funding to Subrecipient, may be made only with prior written approval by HOST program staff. Such budget and service modifications will require submittal by Subrecipient of written justification and new budget documents. All other contract modifications will require an amendment to this Agreement executed in the same manner as the original Agreement.
3. The Subrecipient understands that any budget modification requests under this Agreement must be submitted to HOST no sooner than 30 days of contract agreement start date and prior to the last Quarter of the Contract Period, unless waived in writing by the HOST Director.
1. Budget modification requests are limited to two per each fiscal year of a contract agreement term budget modifications may be submitted per contract year. Exceptions to this limit may be made by the HOST Executive Director or their designee.

C. Vouchering Requirements

1. In order to meet Government requirements for current, auditable books at all times, it is required that all vouchers be submitted monthly to HOST in order to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.
2. No more than four (4) vouchers may be submitted per contract per month, without prior approval from HOST.
3. All vouchers for all Agreements must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout.
4. City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.
5. For contracts subject to Federal Agreements, only allowable costs determined in accordance with 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (the "OMB Omni Circular") applicable to the organization incurring the cost will be reimbursed.
6. The reimbursement request, or draw request, for personnel and non-personnel expenses should be submitted to the City on a monthly basis, no

later than the 15th day of the following month for expenses incurred in the prior month. The request for reimbursement should include:

- a. Amount of the request in total and by line item;
- b. Period of services for current reimbursement;
- c. Budget balance in total and by line item;
- d. Authorization for reimbursement by the contract signatory (i.e., executive director or assistant director).

7. If another person has been authorized by the Subrecipient 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.

D. 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 register 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.

E. 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 1) a breakdown of how the fringe benefit percentage was determined prior to first draw request; or, 2) 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 are 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.

F. General Reimbursement Requirements

1. Invoices: All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Subrecipient 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 Subrecipient, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
2. Mileage: A detailed mileage log with destinations and starting and ending mileage must accompany mileage reimbursement. The total miles reimbursed and per mile rate must be stated. Documentation of mileage reimbursement to the respective employee must be included with the voucher request.
3. Cell Phone: If the monthly usage charge is exceeded in any month, an approval from the Executive Director or designee will be required.
4. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Subrecipient 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.

G. Financial Management Systems

The Subrecipient 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 Subrecipient 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 Subrecipient shall maintain separate accountability for HOST funds as referenced in 24 C.F.R. 85.20 and the OMB Omni Circular.
8. The Subrecipient 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 Subrecipient 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) Vouchering Process.

H. Audit Requirements

1. For Federal Agreements subject to OMB Circular a-133, a copy of the final audit report must be submitted to the HOST Financial Manager within the earliest of thirty (30) calendar days after receipt of the auditor's report; or nine (9) months after the end of the period audited.
2. A management letter, if issued, shall be submitted to HOST along with the reporting package prepared in accordance with the Single Audit Act Amendments and the OMB Omni Circular. If the management letter is not received by the subrecipient at the same time as the Reporting Package, the Management Letter is also due to HOST within thirty (30) days after receipt of the Management Letter, or nine (9) months after the end of the audit period, whichever is earlier. If the Management Letter has matters related to HOST funding, the Contactor shall prepare and submit a Corrective Action Plan to HOST in accordance with the Single Audit Act Amendments and the OMB Omni Circular, as set forth in 24 C.F.R. Part 45 for each applicable management letter matter.
3. All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **HOST Financial Services Team**.
4. The Subrecipient will be responsible for all Questioned and Disallowed Costs.
5. The Subrecipient 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 Subrecipient shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

I. Records Retention

1. The Subrecipient 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, in order to make audits, examinations, excerpts, and transcripts.

J. Contract Close-Out

1. All Subrecipient s 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 Subrecipient 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 Subrecipient 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.

K. Collection of Amounts Due

1. Any funds paid to a Subrecipient in excess of the amount to which the Subrecipient is determined to be entitled under the terms of the award constitute a debt to the Federal Government and the City, if not paid within a reasonable period after demand HOST may:
 - a. make an administrative offset against other requests for reimbursements;
 - b. withhold advance payments otherwise due to the Subrecipient; or
 - c. other action permitted by law.
2. The Subrecipient 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 Vouchering Process.

XI. Budget

Contract Program Budget Summary

Contractor Name: **Brothers Redevelopment** City Contract #: **HOST 202266074**
 Project: **Emergency Rental Assistance Program (ERAP II)**
 Contract Term: From: **6/1/2022** To: **12/31/2023**
 Program/Fiscal Year:

Budget Category	Agency Total (All Funding Sources for Agency)	Emergency Rental Assistance Program (ERAPII)	[Name of Secondary funding source] HOST Funding (If applicable)	Total Costs requested from HOST	ERAP/EMAP Federal Funding	TRUA	Agency Total		Budget Narrative
	Total	Amount	Amount	Subtotal	Amount	Amount	Amount	%	
Housing Stability Services (10% of Total Award)									
Mediator (FTE)	\$75,000	\$75,000	\$0	\$75,000	\$75,000		\$75,000	100.00%	Full-time salaries 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 see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Housing Stability help Denver residents in a housing conflict reach resolution. Mediation can be between tenants, staff, owner or management.
2.5 Case Managers (FTE)	\$150,000	\$150,000	\$0	\$150,000	\$120,000		\$150,000	100.00%	2.5 full-time salaries 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 see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Housing Stability BRI case management with an emphasis on the arrangement, coordination, and delivery of services related to housing needs and improving housing stability. Due to the time-limited nature of these services (short term assistance), case management in this context focuses on needs that can be addressed within a set time frame and with available resources.
2 Navigator (FTE)	\$90,000	\$90,000	\$0	\$90,000	\$90,000		\$90,000	100.00%	Two Full-time salaries 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 see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Housing Stability Assist Denver residents with obtaining information about available housing resources. Grant bookkeeping and billing.
Fringe Benefits	\$37,800	\$37,800	\$0	\$37,800	34,200		\$36,000	95.24%	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 see section Financial Administration E. Fringe Benefits.
Total Housing Stability Services	\$352,800	\$352,800	\$0	\$352,800	\$319,200	\$0	\$351,000	99.49%	
Financial Services									
Financial Assistance									
Financial Assistance	\$2,811,213	\$2,811,213	\$0	\$2,811,213	\$0	\$0	\$2,811,213	100.00%	May be program specific-Eligible Costs may include Rental application fees, security deposits, last month's rent, utility deposits, utility payments and moving costs.
Total Financial Services	\$2,811,213	\$2,811,213	\$0	\$2,811,213	\$0	\$0	\$2,811,213	100.00%	
Administrative (15% of total budget)									
3 ERAP Administrators (FTE)	\$ 132,000.00	\$132,000	\$0	\$132,000	\$132,000	\$0	\$132,000	100.00%	3 full-time hourly wages 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 see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Processing ERAP requests, program administration

Budget Category	Agency Total (All Funding Sources for Agency)	Emergency Rental Assistance Program (ERAPII)	[Name of Secondary funding source] HOST Funding (If applicable)	Total Costs requested from HOST	ERAP/EMAP Federal Funding	TRUA	Agency Total		Budget Narrative
ERAP Manager	\$ 65,000.00	\$21,667	\$0	\$21,667	\$21,667	\$21,667	\$21,667	100.00%	33% FTE hourly wages 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 see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Processing ERAP requests
Billing Specialist (FTE)	\$45,000	\$22,500	\$0	\$22,500	\$22,500	\$22,500	\$22,500	100.00%	50% ERAP Full-time hourly wages 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 see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Housing Stability - Assist Denver residents with obtaining information about available housing resources
Rental Assistance Bookkeeper	\$45,000	\$22,500	\$0	\$22,500	\$22,500	\$22,500	\$22,500	100.00%	50% spent on ERAP Full-time hourly wages 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 see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Housing Stability - Assist Denver residents with obtaining information about available housing resources
Fringe	\$ 34,440.00	\$ 23,840.00	\$0	\$23,840	\$18,560	\$0	\$23,840	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 see section Financial Administration E. Fringe Benefits.
Program Supplies/Expenses	\$ 3,200.00	\$3,200	\$0	\$3,200	\$3,200	\$0	\$3,200	100.00%	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 be within scope or work.
Total Administrative Costs	\$324,640	\$225,707	\$0	\$225,707	\$220,427	\$66,667	\$225,707	100.00%	
Total All Components	\$ 3,488,653.00	\$3,389,720	\$ -	\$3,389,720	\$ 539,627.00	\$66,667	\$3,387,920	97.11%	
Indirect Costs									
Total All Items Eligible for Indirects	352,800	352,800	0	352,800	319,200	0	351,000	99.49%	
Indirect Costs	\$35,600	\$35,600	\$0	\$35,600	\$31,920	\$0	\$31,920	89.66%	Indirect calculated at 10% of Housing Stability Services
Grand Total	\$3,524,253	\$3,425,320	\$0	\$3,425,320	\$0	\$0	\$3,419,840	97.04%	