

SECOND AMENDATORY AGREEMENT

THIS SECOND 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 **BROTHERS REDEVELOPMENT, INC.**, a Colorado nonprofit corporation, whose address is 2250 Eaton Street, Suite B, Denver, Colorado 80214 (the “Contractor”), collectively the “Parties” and each individually a “Party.”

RECITALS:

A. The Parties entered into an Agreement on February 24, 2021, and a First Amendatory Agreement on December 21, 2021, for the City to provide funding to the Contractor to be utilized for the Temporary Rental and Utility Assistance Program (the “Agreement”); and

B. The Parties wish to amend the Agreement to amend the scope of work, maximum contract amount, and other terms of the Agreement as forth in this Amendment.

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

1. Exhibit A-1 of the Agreement shall be replaced with Exhibit A-2, attached to this Amendment. The updated Scope of Work marked as Exhibit A-2 is attached hereto and incorporated herein by this reference and shall supersede and replace Exhibit A-1 of the Agreement.

2. Section 3 of the Agreement entitled “**TERM**” is amended to read as follows:

“The Agreement will commence on January 1, 2021, and will expire, unless sooner terminated, on December 31, 2023 (the “Term”). Subject to the Director’s prior written authorization, Contractor shall complete any work in progress as of the expiration date of the Term of the Agreement and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director.”

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

“Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed FOUR MILLION THREE HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED FIFTY-FIVE Dollars and NO/100 (\$4,329,455.00) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A-2**. Any services performed beyond those in **Exhibit A-2** are performed at Contractor’s risk and without authorization under the Agreement.”

4. The heading for Section 35 is amended to read “**PROTECTED INFORMATION AND DATA PROTECTION**.” Section 35 is amended to read as follows:

35. PROTECTED INFORMATION AND DATA PROTECTION

35.1 Compliance with Data Protection Laws: The Contractor shall comply with all applicable international, federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data’s classification relevant to the Contractor’s performance hereunder and, when applicable, the most recent iterations of § 24-73-101, *et seq.*, C.R.S., IRS Publication 1075, the Health Information Portability and Accountability Act (HIPAA), the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all Criminal Justice Information, the Colorado Consumer Protection Act, and the Payment Card Industry Data Security

Standard (PCI-DSS), (collectively, “Data Protection Laws”). If the Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City.

35.2 Safeguarding Protected Information: “Protected Information” means data, regardless of form, that has been designated as private, proprietary, protected, or confidential by law, policy, or the City. Protected Information includes, but is not limited to, employment records, protected health information, student records, education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and personally identifiable information as defined by §§ 24-73-101(4)(b) and 6-1-716(1)(g)(I)(A), C.R.S., as amended. Protected Information shall not include public records that by law must be made available to the public pursuant to the Colorado Open Records Act § 24-72-201, *et seq.*, C.R.S. To the extent there is any uncertainty as to whether data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the City or an appropriate legal authority. Unless the City provides security protection for the information it discloses to the Contractor, the Contractor shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. Disclosure of Protected Information does not include disclosure to a third party under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls

reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Contractor has been contracted to maintain, store, or process personal information on the City's behalf, the Contractor is a "Third-Party Service Provider" as defined by § 24-73-103(1)(i), C.R.S.

35.3 Data Access and Integrity: The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards, guidelines, and Data Protection Laws applicable to the Contractor's performance hereunder to ensure the security and confidentiality of all data. The Contractor shall protect against threats or hazards to the security or integrity of data; protect against unauthorized disclosure, access to, or use of any data; restrict access to data as necessary; and ensure the proper use of data. The Contractor shall not engage in "data mining" except as specifically and expressly required by law or authorized in writing by the City. All data and Protected Information shall be maintained and securely transferred in accordance with industry standards. Unless otherwise required by law, the City has exclusive ownership of all data it discloses under the Agreement, and the Contractor shall have no right, title, or interest in data obtained in connection with the services provided herein.

35.4 Data Retention, Transfer, Litigation Holds, and Destruction: Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of the Agreement, the Contractor shall securely delete or securely transfer

all data, including Protected Information, to the City in an industry standard format as directed by the City; however, this requirement shall not apply to the extent the Contractor is required by law to retain data, including Protected Information. Upon the City's request, the Contractor shall confirm the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Contractor's exclusive custody, the City may request that the Contractor preserve such data outside of its usual record retention policies. The City will promptly coordinate with the Contractor regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Contractor shall continue to preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Contractor shall destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable.

35.5 Software and Computing Systems: At its reasonable discretion, the City may prohibit the Contractor from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, store, or generate data and information, with Protected Information, received as a result of the Contractor's services under this Agreement. The Contractor shall fully comply with all requirements and conditions, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Contractor shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions. The Contractor shall maintain

commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, enhancements or updates consistent with evolving industry standards, and periodic penetration testing.

35.6 Background Checks: The Contractor will ensure that, prior to being granted access to Protected Information, the Contractor's agents, employees, subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary criminal background screenings, have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and Data Protection Laws, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data.

35.7. Subcontractors and Employees: If the Contractor engages a subcontractor under this Agreement, the Contractor shall impose data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the services provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its subcontractor's compliance with the obligations of this Agreement and for any of its subcontractors acts or omissions that cause the Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the Contractor shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentiality of any disclosed data shall apply

equally to both the Contractor and any of its subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies.

35.8 Security Breach: If the Contractor becomes aware of an unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of Protected Information or data maintained or provided by the City (“Security Breach”), the Contractor shall notify the City in the most expedient time and without unreasonable delay. The Contractor shall fully cooperate with the City regarding recovery, lawful notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and Data Protection Laws. The Contractor shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Contractor shall not be obligated to disclose confidential business information or trade secrets. The Contractor shall indemnify, defend, and hold harmless the City for any and all claims, including reasonable attorneys’ fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City in connection with a Security Breach or lawful notices.

35.9 Request for Additional Protections and Survival: In addition to the terms contained herein, the City may reasonably request that the Contractor protect the confidentiality of certain Protected Information or other data in specific ways to ensure compliance with Data Protection Laws and any changes thereto. Unless a request for additional protections is mandated by a change in law, the Contractor may reasonably decline the City’s request to provide additional protections. If such a request requires the Contractor to take steps beyond those contained herein, the

Contractor shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Contractor to comply with the request at the City's expense; provided, however, that any increase in costs that would increase the Maximum Contract Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentiality of any disclosed data shall survive termination of the Agreement, and the Contractor shall continue to safeguard all data for so long as the data remains confidential or protected and in the Contractor's possession or control"

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

6. 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.

[SIGNATURE PAGES AND EXHIBIT TO FOLLOW]

Contract Control Number: HOST-202265159-02 / HOST-202157451-02
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-202265159-02 / HOST-202157451-02
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-202265159-02****I. INTRODUCTION**

Period of Performance Start and End Dates: 01/01/2021 – 12/31/2023

Project Description:

The purpose of this contract agreement amendment is to provide a Department of Housing Stability (HOST) award for an additional \$1,533,600.00 for new total of \$ 4,329,455.00 and extend the end date to 12/31/2023 to the contract HOST- 202265159. These funds will be provided to Brothers Redevelopment Inc (BRI) to be utilized for the Temporary Rental and Utility Assistance (TRUA) Program.

Funding Source:	Affordable Housing Fund
Project Name:	Temporary Rental and Utility Assistance Program
Contractor Address:	2250 Garden Level Suite B, Garden Level, Ste B, Denver, CO 80214
Organization Type:	Non-Profit

II. SERVICES DESCRIPTION**A. List of Services to be provided by contractor**

1. Program funds will be used to provide rental and utility assistance to eligible residents in the City and County of Denver as detailed below.

B. Activity Requirements:

1. **Rental Assistance (RA):** BRI will provide rental assistance to eligible households for a period of up to 3 months in a 12-month period depending upon need.
 - a) The participant must provide evidence of tenancy via a lease, 10-Day Rent Demand and/or Rent Ledger reflecting the participant's name or other evidence of residency at the current residence within the City and County of Denver boundaries. If there is no formal lease, evidence of residency at the current residence may be provided in lieu of the lease and include

- demonstrated regular payments to the owner of the property or a signed Affidavit by the lessee or lessor that the property is the participant's primary
- b) Program assistance must be provided according to Fair Housing requirements that protect citizens from discrimination on the basis of race, color, religion or creed, national origin, ancestry, age, sex, gender, sexual orientation, gender identity or gender expression, marital or familial status, military status or physical or mental disability.
 - c) The participant must demonstrate a current financial or other housing crisis to be eligible for financial assistance, which may include but is not limited to a notice of rent increase that will make existing housing unaffordable to the participant, evidence of uninhabitable living conditions such as a notice of public health violations or a past due notice.
 - d) Assistance will not exceed 3 months within a 12-month period. Assistance up to the maximum of 3 months in a 12-month period does not need to be continuous.
 - e) Assistance may include deposit assistance and/or first month's rent if BRI is unable to help mitigate involuntary displacement from current residence. To receive deposit and/or first month's rent, the following criteria must be met:
 - i. Cannot have been displaced from City and County of Denver residence for more than 60 days.
 - ii. Must provide proof of involuntary displacement which may include but is not limited to eviction, hazardous conditions, landlord refusing to renew lease, etc).
 - iii. Must be approved for a unit in the City and County of Denver.
 - iv. Security deposit/first month's rent payment will be made to the individual/vendor where the funds are due on behalf of clients.
 - v. Deposit and First Month's Rent will count as one month each toward the three-month maximum
 - f) BRI will process rental payments for eligible participant households who are deemed eligible for the program
 - g) Payment requests will be delivered from BRI in accordance with the payment process requirements outlined below.
 - h) Rental assistance is not intended to provide perpetual assistance beyond the 3- month maximum as outlined in the program guidelines. Assistance is intended to benefit participants who are not able to meet their monthly housing expenses due to unexpected situations.

2. Utility Assistance:

BRI will provide utility assistance to eligible households for a single occurrence per utility within a 12-month period. The assistance is designed to prevent utility services from being disconnected by assisting low and moderate-income residents experiencing a housing crisis. This program provides UA in the form of Denver Water, Xcel (electric, gas) assistance for renters and homeowners.

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

3. Contractor Intake Process Requirement

Contractor must provide an initial consultation and eligibility assessment with a case manager or other authorized representative to determine TRUA eligibility and the type, level, and duration of assistance for each program participant.

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

- a) Contractor will:
 - i. Maintain well-developed internal policies that address the administration of the program.
 - ii. Access Assess each client to determine appropriate resources and services to eliminate housing related barriers.
 - iii. Refer clients with housing barriers to appropriate resources.

- iv. Maintain well-developed partnerships with other service and housing providers, agencies, and local governments.
- v. Work with each client in a culturally appropriate way

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

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

4. Documentation Requirement

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

5. Payment Process Requirement

- a) BRI will receive, review, and approve signed requests that contain all the information needed to determine eligibility and determine that the amount requested is allowed under established guidelines as noted in the participant eligibility above.
- b) Once approved, checks or ACH payment will be issued as quickly as possible. Checks or ACH payments will be made out to each individual (vs.

companies/utilities) only after the individual has been identified through City property records, lease, W9, or other documentation as the owner of the property where the participant lives as the owner of the property where the participant lives.

- c) Only in cases where landlords refuse payment or remain unresponsive, BRI may authorize payments made directly to tenants in instances when doing so will prevent the applicant's involuntary displacement. Proof that landlord has refused payment or is unresponsive must be documented in the application file which must include:
 - i. A request for participation sent in writing, by mail, to landlord where addressee does not respond to the request within 10 business days or;
 - ii. A request for participation has been made at least three times by text or e-mail over a minimum of 7 business days with no response or;
 - iii. The landlord confirms in writing that they do not wish to participate.
 - iv. Prior to funds being provided, tenant must agree to use any funds received for its intended purpose by submitting a declaration of agreement in writing or by e-mail. Landlord will also be provided with a 'Direct Tenant Payment Notification' letter describing the amount of funds provided to Tenant for rental assistance along with contact information to report any concerns of fraud.
- d) Maintain financial assistance records.
- e) Provide HOST with monthly financial data summarizing the financial assistance provided to each participant to avoid disallowed assistance.
- e) BRI must submit invoices with back up documentation on each of the payments.

6. Client Requirements:

- a) Proof of Residency for Renters- The participant must provide evidence of tenancy via a lease, 10-Day Rent Demand and/or Rent Ledger reflecting the participant's name or other evidence of residency at the current residence within the City and County of Denver boundaries. If there is no formal lease, evidence of residency at the current residence may be provided in lieu of the lease and include demonstrated regular payments to the owner of the property or a signed Affidavit by the lessee that the property is the participant's primary residence.

Proof of Residency for Homeowners - The participant must provide evidence of residency via Denver Property Taxation and Assessment System, a deed of trust or mortgage reflecting the participant's name or other evidence of residency at the current residence within the City and County of Denver boundaries.

Proof of Income – For the purposes of this contract, the participant household must be low to moderate income, with household income defined as at or below the current HUD 80% Area Median Income (AMI) as provided and updated

annually here: <https://www.huduser.gov/portal/datasets/il.html>. Proof of income may include the following:

- i. Pay stubs (wages, salary, armed forces income)
 - ii. Proof of unemployment application
 - iii. Certification of Zero Income
 - iv. State or benefit notice
 - v. Court order (alimony, child support)
 - vi. Federal or state tax return
 - vii. Dividend interest statement
 - viii. Other written verification of income:
 - Name of income source, and applicant name
 - Income amount and frequency
 - Contact information for authorized income source representative
 - Signed and dated by authorized income source representative
- d) Self-Declaration – (only if written verification cannot be obtained):
Self-declaration of income is acceptable ONLY in very limited circumstances. A self-declaration must be clearly documented in the case file, including all attempts to obtain third party verification and a signed Affidavit that the declared income is accurate. Self-declared cases will be monitored closely for compliance with program requirements
- e) Identification – The applicant must provide identification as required by City policies and ordinances.

7. Ineligible Activities:

Ineligible program activities include:

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

III. ROLES AND RESPONSIBILITIES FOR BOTH PARTIES

A. Contractor will:

1. Work with City to host any city-designated sensitivity training on an annual basis.
2. Provide any online modular sensitivity training developed and provided by the City to all new direct-service staff within 15 days of hire date. Ensure direct service staff complete training refresher on a biennial basis.

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 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 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 TO

- A. Provide rental and utility assistance to City and County of Denver residents at or below 80% of the Area Median Income who have experienced a financial hardship.
- B. Provide personnel and administrative funding to administer the program

VI. OBJECTIVE AND OUTCOMES

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

Proposed Number of Outcomes: A total of 1160 (310 in 2021, 450 in 2022, and 400 in 2023) unduplicated households served with rental and/or utility assistance

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.
- B. Contractor will submit reports via the online portal provided to the contractor (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 Contractor 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 Contractor'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 Contractor to support the online portal.
- 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. INDICATORS

1. HOST Required

- a. Qualitative narrative report on program successes and challenges
- b. Participant success stories
- c. Money Leveraged (Funds by source)
- d. Number of Households served:
 - i. Households proposed to be served over contract term: 1160 (310 in 2021, 450 in 2022, 400 in 2023)
 - ii. Total households served this report period
 - iii. Unduplicated households served this report period
 - iv. Unduplicated households served contract period to date
- e. Number of households served who are experiencing homelessness
- f. Number of households by race and ethnicity of head of household:
- g. Number of households that include someone age 62 and older
- h. Number of households that include a person with a disability
- i. Income Levels of people/family: *optional for Homelessness Resolution program types that do not require income collection (e.g., shelter)

2. Specific to this Scope of Work

- a. Number of applications received
- b. Number of applications closed
- c. Additional household characteristics:
 - i. Address
 - ii. Female head of household
 - iii. Household size
 - iv. Number of months of assistance received
 - v. Amount of assistance received

VIII FINANCIAL ADMINISTRATION A. Compensation and Methods of Payment

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. Budget Modifications to the services provided by Contractor, or changes to each line-item budget in excess of the ten percent (10%) or \$10,000 threshold, which do not increase the total funding to Contractor, are considered a Budget Modification. Such budget modifications will require submittal of written justification and new budget documents by the Contractor. These budget documents will require approval by HOST program and contracting staff. All other contract modifications will require an amendment to this Agreement executed in the same manner as the original Agreement.
3. The Contractor understands that any budget modification requests under this Agreement must be submitted to HOST no sooner than 30 days after the contract Agreement start date and prior to the last Quarter of the fiscal period, unless waived in writing by the HOST Director or their designee.
4. 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 Executive Director or their designee.

C. Invoicing Requirements

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

6. 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 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.

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 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.

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 Contractor and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed, and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
2. Mileage: A detailed mileage log with destinations and starting and ending mileage must accompany mileage reimbursement. The total miles reimbursed and per mile rate must be stated. Documentation of mileage reimbursement to the respective employee must be included with the Invoice request.
3. Cell Phone: If the monthly usage charge is exceeded in any month, an approval from the Executive Director or designee will be required.
4. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by HOST.

5. Service Period and Closeout: All reimbursed expenses must be incurred during the time period within the contract. The final payment request must be received by HOST within thirty (30) days after the end of the service period stated in the contract.

G. Financial Management Systems

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

1. Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal and/or city financial reporting requirements.
2. Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
3. Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property, and it must be assured that it is used solely for authorized purposes.
4. Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
5. All HOST contracts will be subject to applicable OMB Omni Circular cost principles, agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
6. Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
7. For contracts subject to Federal Agreements, the Contractor shall maintain separate accountability for HOST funds as referenced in 24 C.F.R. 85.20 and the OMB Omni Circular.
8. The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.

9. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
10. The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to (1) Budgeting and Cost Allocation Plans; (2) Invoicing Process.
11. The Contractor will be responsible for all Disallowed Costs.
12. The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

H. Procurements

1. The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services (including insurance) supplies, or other property that costs more than ten thousand dollars (\$10,000) in the aggregate.
2. 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.
3. 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.

I. 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 also include reviewing the current spending 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 provide performance monitoring and reporting reviews. City staff will manage any performance issues and will develop interventions 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.

J. Records Retention

1. The Contractor must retain for three (3) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
2. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, to make audits, examinations, excerpts, and transcripts.

K. Contract Close-Out

1. All Contractors are responsible for submitting a final invoice marked “Final Invoice” and any required performance and outcome reports to HOST by the required due dates outlined in this Contract.
2. HOST will close out the Contract when it determines that all applicable administrative actions and all required work of the contract have been completed. If Contractor fails to perform in accordance with this Agreement, HOST reserves the right to unilaterally close out a contract, “unilaterally close” means that no additional money may be expended against the contract.

L. Collection of Amounts Due

1. Any funds paid to a Contractor in excess of the amount to which the Contractor is determined to be entitled under the terms of the award constitute a debt to the City and County of Denver, if not paid within a reasonable period after demand HOST may:
 - a. make an administrative offset against other requests for reimbursements;
 - b. withhold advance payments otherwise due to the Contractor; or
 - c. other action permitted by law.
2. The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to Budgeting and Cost Allocation Plans, and Invoicing Process.

IX. Budget

Contract Program Budget Summary

Contractor Name: City Contract #:	Brothers Redevelopment Inc.	HOST- 202265159	
Contract Term:	From: 1/1/2021	To: 12/31/2023	Temporary Rental Utility Assistance
Program/Fiscal Year:	2023		

Budget Category	Agency Total (All Funding Sources for Agency)	HOST Affordable Housing Property Tax Funding	Total Costs requested from HOST		Agency Total		Budget Narrative
Personnel: Job Title	Total	Amount	Subtotal	%	Amount	%	
TRUA Case Worker 1	\$49,275	\$49,275	\$49,275	100.00%	\$49,275	100.00%	Full-time 100% FTE Salary will be reimbursed at cost for work on this program. 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.
TRUA Case Worker 2	\$49,275	\$49,275	\$49,275	100.00%	\$49,275	100.00%	Full-time with 50% spent on this project Salary will be reimbursed at cost for work on this program. 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.
TRUA Case Worker 3	\$22,949	\$22,949	\$22,949	100.00%	\$22,949	100.00%	Full-time with 50% spent on this project Salary will be reimbursed at cost for work on this program. 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.
Program Manager	\$24,333	\$24,333	\$24,333	100.00%	\$24,333	100.00%	Full-time with 33% of time spent on this project Salary will be reimbursed at cost for work on this program. 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.

Billing Specialist	\$25,623	\$25,623	\$25,623	100.00%	\$25,623	100.00%	Full-time with 50% spent on this project Salary will be reimbursed at cost for work on this program. 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.
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Budget Category	Agency Total (All Funding Sources for Agency)	HOST Affordable Housing Property Tax Funding	Total Costs requested from HOST	Agency Total	Budget Narrative		
Bookkeeper	\$22,949	\$22,949	\$22,949	100.00%	\$22,949	100.00%	Full-time 50% spent on this project Salary will be reimbursed at cost for work on this program. 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.
Total Salary:	\$194,404	\$194,404	\$194,404	100.00%	\$194,404	100.00%	
Fringe Benefits	\$23,328	\$23,328	\$23,328	100.00%	\$23,328	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.
Total Salary and Fringe Benefits:	\$217,732	\$217,732	\$217,732	100.00%	\$217,732	100.00%	
Other Direct Costs	Total	Amount	Subtotal	%	Amount	%	
Rental Assistance	\$1,088,495	\$1,088,495	\$1,088,495	100.00%	\$1,088,495	100.00%	Rent to be paid directly to owner of housing unit.
Utility Assistance	\$200,000	\$200,000	\$200,000	100.00%	\$200,000	100.00%	Payment to be made directly to utility provider

Communications	\$3,600	\$3,600	\$3,600	100.00%	\$3,600	100.00%	Monthly cell phone, phone, internet service for dedicated line for the program for full time direct program staff allocated based on percentage of time spent on the program.
Bank Fees	\$2,000	\$2,000	\$2,000	100.00%	\$2,000	100.00%	Cancelled check fees/ fees for lost checks in the mail. Fees will be reimbursed to stop payment and reissue the check.
Total Other Direct Costs	1,294,095	\$1,294,095	\$1,294,095	100.00%	\$1,294,095	100.00%	
Total Salaries, Fringe and Other Direct Costs	\$1,511,827	\$1,511,827	\$1,511,827	100.00%	1,511,827	100.00%	
Indirect Costs							
Indirect Costs	\$21,773	\$21,773.00	\$21,773	100.00%	\$21,773	100.00%	Indirect calculated at 10% on Salaries, Fringe and Other Direct Costs
Total Project Cost (Direct + Indirect)	1,533,600	\$1,533,600	1,533,600	100.00%	1,533,600	100.00%	
Grand Total	\$1,533,600	\$1,533,600	\$1,533,600	100.00%	\$1,533,600	100.00%	