

FIRST AMENDATORY AGREEMENT

THIS FIRST AMENDATORY AGREEMENT (the “Amendment”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **COLORADO HEALTH NETWORK, INC. d/b/a/ DENVER COLORADO AIDS PROJECT**, a Colorado nonprofit corporation, whose address is 6260 East Colfax Ave, Denver, Colorado 80220-1515 (the “Contractor”), collectively the “Parties.”

RECITALS:

A. The Parties entered into an agreement on January 31, 2019 for the City to provide funds to Contractor to be utilized for salaries, operating and direct program expenses for the tenant-based rental assistance (TBRA), short-term rent mortgage and utility assistance (STRMU), supportive services, and permanent housing placement (PHP) programs; and

B. The Parties wish to amend the Agreement to amend the scope of services and budget, extend the term, increase the compensation to the Contractor, and modify certain other terms 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. Exhibits A, B, and C of the Agreement shall be replaced with Exhibits A-1, B, and C attached to this Amendment. The updated Scope of Services marked as Exhibit A-1, the updated Financial Administration marked as Exhibit B, and the updated Certificate of Insurance marked as Exhibit C are attached hereto and incorporated herein by this reference and shall supersede and replace all previous exhibits attached to the Agreement.

2. All references to the “Office of Economic Development” and “OED” in the Agreement shall be replaced to read “Department of Housing Stability” and “HOST,” respectively.

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

“This Agreement shall begin on January 1, 2019, and end on December 31, 2020, unless such time as extended by written agreement of the parties in the same manner as this Agreement.”

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

“The amount to be paid by the City to the Contractor shall not exceed Three Million Seven Hundred Forty-Five Thousand Four Hundred Ninety-Three Dollars and NO/100 (\$3,745,493.00). The obligation of the City for payments under this Agreement is limited to monies appropriated by the U.S. Congress and the City Council and paid into the City Treasury as an applicable cost under the “Housing Opportunities for Persons with AIDS Grant Agreement” referred to below. Funds will be released to the Contractor in accordance with the budget and other requirements set forth in Exhibits A-1 and B. The Parties agree that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.”

5. Section 29 of the Agreement entitled “**NOTICES**” is amended to read as follows:

“All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the Contractor at the address first above written, and if the City at:

Executive Director of the Department of Housing Stability
City and County of Denver
201 West Colfax Avenue, Department 615
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney’s Office
1437 Bannock Street, Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices

are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.”

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

7. 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 EXHIBITS TO FOLLOW]

Contract Control Number:
Contractor Name:

OEDEV-201952796-01 / ALF-201846917-01
COLORADO HEALTH NETWORK, 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:

OEDEV-201952796-01 / ALF-201846917-01
COLORADO HEALTH NETWORK, INC.

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

OEDEV-201952796-01 / ALF-201846917-01
COLORADO HEALTH NETWORK, INC.

By: 

Name: Darrell J. Vigil
(please print)

Title: Chief Executive Officer
(please print)

ATTEST: [if required]

By: N/A

Name: _____
(please print)

Title: _____
(please print)

**SCOPE OF SERVICES
DEPARTMENT OF HOUSING STABILITY
PROJECT NAME: HOPWA**

**ACTIVITY NAME: Colorado Health Network, Inc., dba Denver Colorado AIDS Project
2019-2020 HOPWA Services Subaward**

Federal Award ID (FAIN) #: COH19-F001
Federal Award Date: July 2019
Federal Awarding Agency: U.S. Housing and Urban Development (HUD)
Pass-Through Entity: City and County of Denver
Awarding Official: Dept. of Housing and Urban Development (HUD)
Community Planning and Development
Region VIII
1670 Broadway Street
Denver CO 80202-4801

I. INTRODUCTION

Subaward Period of Performance Start and End Dates: January 1, 2019- December 31, 2020

Federal Subaward Project Description:

The purpose of this contract agreement is to provide a Housing Opportunities for Persons with AIDS (HOPWA) Subaward for \$3,745,493.00 through the Department of Housing Stability (HOST). These funds will be provided to *Colorado Health Network, Inc. (CHN) dba Denver Colorado AIDS Project* to be utilized for salaries, operating and direct program expenses for the Tenant Based Rental Assistance (TBRA), Short Term Rent Mortgage Utility Assistance, Supportive Services, and Permanent Housing Placement programs. This award is not for Research and Development (R&D).

Funding Source: HOPWA **Amount:** \$3,745,493 **CFDA # and Name:** 14.241 HOPWA

HOPWA –

HUD Eligible Activity: 24 CFR 574.300(b)(5) Project- or tenant-based rental assistance. . . ; 574.300(b)(6) Short-term rent, mortgage, and utility payments to prevent the homelessness of the tenant or mortgagor of a dwelling; 574.300(b)(7) Supportive services including, but not limited to, health, mental health, assessment, permanent housing placement, drug and alcohol abuse treatment and counseling, day care, personal assistance, nutritional services, intensive care when required, and assistance in gaining access to local, State, and Federal government benefits and services. . . ; and (10)(ii) project sponsor administrative expenses

Accomplishment Code: Households
Proposed Number of outcomes **3,085**

Sub-awardee Organization: *Colorado Health Network, Inc. dba Denver Colorado AIDS Project (DCAP)*

EIN#: 84-0961159
DUNS#: 149-553331
CCR (Central Contractor Registration) Expiration Date: 04-11-2020
Address: 6260 East Colfax Avenue, Denver Colorado 80220-1515
Contact Person: Kate Lind/ Jamie Villalobos
Phone: 303-962-4496/ 303-962-4492

Email: justine.sunshine@coloradohealthnetwork.org
jamie.villalobos@coloradohealthnetwork.org

Organization Type:

Non-Profit For-Profit Individual Partnership Corporation Publicly Owned Other

Project/activity located in a Target Area: Yes No

If yes, indicate type: Local Target Area Strategy Area (NRSA) CDFI Other

The Federal Funding Accountability and Transparency Act (FFATA)

- 1. In the business or organization's preceding completed fiscal year, the business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) received: (1) 80 percent or more of annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements:
 Yes No

If YES, continue to statement 2.

- 1. The public has access to information about the compensation of the executives in the business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986:
 Yes No N/A

If YES, stop here. If NO, continue to statement 3.

- 2. Provide the names and amounts of the five most highly compensated officers or executives:
N/A

Program income (of any type, e.g., fees) will be generated by this activity. Yes No
Contract will be funding architectural, engineering or other project soft cost. Yes No
If yes, final project will be completed within 24 months. Yes No
Purpose of this activity is to:
Help prevent homelessness Yes No
Help the homeless Yes No
Help those with HIV/AIDS Yes No
Primarily help persons with disabilities Yes No

II. ACTIVITY DESCRIPTION

1. Funds will be used to provide programs to eligible individuals and/or households within the Denver Eligible Metropolitan Statistical Area (EMSA),

2. Description of Activity: The participant population to be served consists of low-income people living with HIV/AIDS who need assistance with maintaining long-term, stable, permanent housing. Assistance may be provided after review of the participant's eligibility and other requirements according to the Program Requirements and Responsibilities outlined below.

Tenant Based Rental Assistance (TBRA): The TBRA Program will provide housing assistance to eligible households. TBRA meets the needs of participants by subsidizing the difference between total rent and the monthly tenant rent (based on Tenant Rent Calculation Worksheet or other approved form), to be calculated and tracked by staff at Denver Colorado AIDS Project (DCAP), or the referring agency, and paid out by DCAP.

Short Term Rent Mortgage Utility Assistance (STRMU): The STRMU Program will provide housing assistance to eligible households for up to \$1,200 and/or 21 weeks (continuous or non-continuous) of assistance in a 52-week period. The 52-week period for this program aligns with the calendar year. This program is designed

to prevent homelessness by assisting to retain long-term, stable, permanent housing options for households that might otherwise lose their housing. This program provides STRMU in the form of eviction/foreclosure prevention.

CHN will coordinate with any other agencies providing HOPWA STRMU in Metro Denver by using patients' Unique Record Number (URN).

Supportive Services: Collaboration with other case management services offered through DCAP such as referrals to healthcare, support around adherence to healthcare and treatment, referrals to mental health and substance abuse counseling, referrals to support groups and psycho-educational workshops, housing resources and referrals, and vocational assistance. The services are targeted to participants that live in HOPWA-supported, Section 8, and other privately owned housing. Case managers assigned directly to participants will help to ensure that they maintain a stable housing environment. The case managers will work closely with landlords and developers as well as the participants so that they remain in their homes as long as possible. Participants will have access to referrals for substance abuse and mental health treatment counseling, if they have a need for those services.

Permanent Housing Placement: The Permanent Housing Placement Program will provide deposit/move-in assistance to eligible participants.

The HOPE Program provides supportive services to homeless HIV/AIDS persons including assistance with medication adherence and education, HIV specific nutrition and service referrals including links to transitional/permanent housing options, support groups and counseling, and emotional support. These services are designed to make a positive impact on residents' quality of life by improving healthy living by motivating them to build healthy habits, maintain a drug regimen, and assume responsibility for self-managing their condition. The HOPE Program provides supportive services to homeless individuals living with HIV/AIDS. Supportive services include access to a medical case manager that will address medication adherence and education, linkage to care, medical nutritional support, medical transportation support, referrals to behavioral health services, referrals to dental care and overall client wellness plan goals. The HOPE Program will also provide regular social support programmatic activities, including movie sessions, craft nights, and other relevant programming as determined by the community served.

Program Requirements and Responsibilities:

1. BASIC REQUIREMENTS SUMMARY

Basic requirements for HOPWA program assistance are as follows:

- a. Eligibility: proof of HIV/AIDS status and household income at or below 80% Area Median Income (AMI).
- b. TBRA: rent calculation, housing inspection, lease, Fair Market Rent (FMR) limits, cancelled checks to landlord.
- c. STRMU: evidence of need, time limit calculation, cancelled payment checks.
- d. Supportive services: documentation fitting with type of service (e.g., transportation, case management), that service was delivered, time sheets, client participation records.
- e. Permanent Housing: Proper categorization of housing information and permanent housing placement activities and costs
- f. Participants living in the Denver Eligible Metropolitan Statistical Area (EMSA) in the counties of Adams, Arapahoe, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Jefferson, and Park are eligible for HOPWA assistance.

Program Requirements and Responsibilities (2 CFR 200.331(a)(2) and Verification of Eligibility (as defined in 24 CFR 574.3):

Empowerment will provide supportive services including housing case management to eligible individuals and their families. Empowerment housing case managers and housing staff are responsible for determining participant eligibility (as defined in 24 CFR 574.3) and will maintain participant supportive services records in participant files that contain all the information needed to determine eligibility, income, housing referrals and supportive service activities, including information on the following:

- Verification of HIV/AIDS: Case managers will obtain and keep in the client file written documentation of a verifiable diagnosis of AIDS (Acquired Immune Deficiency Syndrome) or a test that is seropositive for HIV (Human Immunodeficiency Virus) signed by a physician, certified health care worker, or HIV

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testing site representative; a Social Security Administration record indicating the nature of a disability determination; or other relevant federal program records verifying HIV status.

- Verification of Need: HOPWA is a “needs based” program; therefore participants must demonstrate the level of benefits needed through verifiable documentation. Case managers will complete a budget with the participant or update an existing budget as necessary. Budgets should not be more than one-year old. Any change in income will require recalculation of participant assistance.
- Verification of Income: Total household income must be at or below 80% of the Area Median Income (AMI), as defined at 24 CFR 574.3. Annual income shall be determined as defined in 24 CFR 5.609, commonly known as “Part 5 Annual Income”. Case managers shall obtain third party verification or documentation of expected income, assets, unusual medical expenses, and any other pertinent information. Case managers will keep in the client file written documentation regarding household size, income, and calculations used to determine income eligibility. The participant household income is determined to include persons living with one or more eligible persons who are determined to be important to their care or well-being. The current HUD annual median income limits, adjusted by household size, can be found here: <http://www.huduser.org/portal/datasets/il.html>
- Verification of Tenancy: For all participants assisted with successful housing placement/retention, case managers will obtain verification of tenancy. Satisfactory evidence of tenancy includes the lease that identifies the participant/family as the named tenant under the lease. Satisfactory evidence of ownership of a home includes, a) a deed accompanied by a mortgage or deed of trust; b) a mortgage or deed of trust default/late payment notice which identifies the participant/family as the property owner/debtor; and c) a title insurance policy identifying the participant/family as the property owner/debtor.
- Supportive Services: Case managers will ensure supportive services are documented in participant files and may include helping to provide and/or advocating for access to needed services and providing emotional support and counseling to the participant, and to each participant’s extended support network. Files must document performance toward Specific Indicators outlined in Section 4 – Indicators of this Exhibit A.
- Confidentiality and Termination of Assistance
 - CHN shall establish written procedures and undertake staff training efforts to ensure confidentiality and physical security of information regarding individuals receiving HOPWA assistance, including names and addresses [per 24 CFR 574.440].
 - CHN shall only release or provide access to information on a client’s HIV/AIDS status or other related client eligibility documentation to qualified individuals who determine eligibility or provide support, or who oversee the provision of HOPWA assistance, in accordance with CPD Notice 06-07 [per 24 CFR 574.440].
 - CHN shall have a written policy for termination of assistance that meets the minimum due process requirements in 24 CFR 574.310(e)(2)(ii).

2. FAMILY MEMBERS

Colorado Health Network will have a policy in place for surviving family members, in the event of the death of a HOPWA-eligible person. A reasonable grace period of continued assistance to surviving family members, not to exceed one year, measured from the date of death of the participant, must be established.

3. OUTCOME BASED FUNDING:

Colorado Health Network will use a tracking program which will track the extent to which program participants experience the benefits or changes intended.

4. MEMORANDUM OF UNDERSTANDING (MOU)

Colorado Health Network will enter into a Memorandum of Understanding (MOU) with each participating Case Management Agency. A copy of the MOU will be provided to the HOST HOPWA Administrator and the Contract Administrator. The case managers of these agencies and CHN are responsible for determining that the participant meets the eligibility requirements and will maintain participant financial assistance records. It is the responsibility of

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these individual HIV/AIDS Service Agencies' case managers to verify that the request for assistance meets the program guidelines. CHN will hold these agencies responsible for any errors made in eligibility.

5. CASE MANAGEMENT

- a. All participants must be case-managed as evidenced by referrals and case manager summaries in the client files.
- b. Colorado Health Network case managers are responsible for determining that the individual meets eligibility criteria and will maintain participant financial assistance records.
- c. Case managers will determine eligibility of participants admitted to the program by obtaining signed applications that contain all the information needed to determine eligibility, income, and tenancy.
- d. It is the responsibility of all case managers to verify that the request for assistance is a legitimate emergency and that the participant meets the program criteria.
- e. Proof of hardship must be obtained for each request.

6. PAYMENT PROCESS

- a. 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 will be issued to the vendor and sent out (mailed/delivered) within three (3) business days after receiving the request. No checks are to be made out to the participant. Checks will be made out to individuals (vs. companies/utilities) only after the referring agency has verified that the individual is the owner of the property where the participant lives.
- c. Maintain financial emergency assistance records and notify the case managers if the request does not fit the established guidelines. The Single Payer will contact the referring case manager who will be responsible to inform the participants.
- d. Provide Colorado Health Network case managers and other case management agencies with monthly financial data summarizing the financial assistance provided to each participant to avoid disallowed assistance. (E.g., Permanent housing assistance offered to recipients of STRMU assistance within 30 days.)
- e. In all cases, rental assistance will be paid directly to the vendor providing the housing.

7. HOUSING OPTIONS

All participants are encouraged and supported to be on appropriate housing wait lists and/or other subsidy lists as determined by a case manager.

8. CONFIDENTIALITY

DCAP will agree to ensure the confidentiality of the name and any other information regarding individuals assisted under this grant. Information on the HIV/AIDS status of a participant is confidential and must be maintained in a manner that guarantees confidentiality, as required by law.

9. TENANT BASED RENTAL ASSISTANCE (TBRA):

- a. Persons with HIV/AIDS receiving rental assistance through this program will pay an amount equal to the higher of either 30 percent of their adjusted household income, based on the Tenant Rent Calculation Worksheet, or other approved form (adjustment factors include the age of the individual, medical expenses, size of family and child care expenses), 10 percent (10%) of their gross income, or a housing allowance as defined by a public welfare agency. The assistance provided will equal the difference between the total rent and the individual's payment. Rent amount includes utilities [per 24 CFR 574.310(d)]. HOST uses the Colorado Housing and Finance Authority's Utility Allowances available at: https://www.chfainfo.com/arh/asset/Documents/Utility_Allowance_Policy.pdf#sear ch=utility%20limits
- b. Colorado Health Network will coordinate and distribute affordable and supportive housing resources to participating case management agencies.
- c. Colorado Health Network will process TBRA payments for eligible participant households who are currently on the program, have been referred by their Case Manager at DCAP or a partner agency and approved, and are currently actively case managed.
- d. Colorado Health Network will conduct Housing Quality Standards (HQS) inspections for TBRA recipients from DCAP using form HUD-52580.
- e. Payment requests will be delivered from all participating Case Management Agencies on behalf of clients.
- f. Colorado Health Network may pay no more than 110% published HUD-approved Fair Market Rent (FMR) or the approved community-wide exception rent for the unit size. The rent charged for the

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unit must be reasonable in relation to rents currently being charged by the owner of comparable unassisted units. Rent restrictions are based on HUD published Section 8 Fair Market Rents and can be found here: <http://www.huduser.org/portal/datasets/fmr.html>.

- g. CHN will keep documentation in client files that ensures compliance with the Lead-Based Paint Poisoning Prevention Act for rental assistance, where housing was constructed prior to 1978 and where children under age 6 are living and/or expected to reside [per 24 CFR 574.635 and 24 CFR Part 35].
- h. Colorado Health Network will coordinate occupancy for 21 units at Juan Diego.

10. SHORT TERM RENT MORTGAGE UTILITY ASSISTANCE (STRMU):

- a. The participant must provide evidence of tenancy. The participant must be a tenant on a valid lease for a property or be an owner of a mortgaged home in which they reside.
- b. The STRMU Program will provide equal access of funds to rental and mortgage assistance to all participants regardless of where the participant receives primary case management or other support services.
- c. The participant must demonstrate need in the form an eviction or foreclosure notice.
- d. Assistance will not exceed 21 weeks within a 52-week period. DCAP will distribute funds in accordance to internal policy. And in accordance with HUD policy as stated in CPD Notice 06-07.
- e. Participants in subsidized housing are not eligible.
- f. STRMU assistance is not intended to provide continuous or perpetual assistance. Assistance is intended to benefit participants who are not able to meet their monthly housing expenses due to unexpected situations. Alternative permanent housing must be considered if the present housing situation continues to be unstable.
- g. The participant must be provided the opportunity for case management services from the appropriate social service agencies, if eligible [24 CFR 574.330].

11. PERMANENT HOUSING PLACEMENT:

- a. No more than one rental deposit payment not to exceed 2 months’ rent per year per participant household with rents based on published Fair Market Rent (FMR) limits (see above).
- b. Valid Colorado lease or letter of intent to rent.
- c. Permanent Housing Placement may not be used within 30 days of Short Term Rent Mortgage Utility Assistance (STRMU), which is used for eviction prevention

Metropolitan Area: Colorado Health Network may provide assistance to individuals living within the Denver Eligible Metropolitan Statistical Area (EMSA), which includes, and is exclusive to Adams, Arapahoe, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Jefferson, and Park counties.

3. Implementation Plan and Timeline

The following table outlines the implementation plan and timelines for this contract.

Task	Projected Beginning & End Dates
Provide TBRA program services to eligible households	01/01/2019 – 12/31/2020
Provide STRMU program services to eligible households	01/01/2019 – 12/31/2020
Provide Permanent Housing Placement program services to eligible households	01/01/2019 – 12/31/2020
Provide Supportive Services and Case Management to eligible individuals	01/01/2019 – 12/31/2020
Learn from current HOPE Program provider and prepare to take over operations	12/01/2019 – 12/31/2019
Provide HOPE Program services	01/01/2020 – 12/31/2020
Provide monthly reports	The 15 th of every month

4. Objective & Outcome and Indicators

Objective (select one)

- Enhance Suitable Living
- Environment Create Decent Housing
- Promote Economic Activity

Outcomes (select one)

- Availability/Accessibility
- Affordability
- Sustainability

Indicators

The following indicators will be used to measure the success of the contract/activity.

Indicators – must be measurable
HUD Indicators:
Money Leveraged Number of proposed outcomes- <i>3,085 households</i> Income Levels of people/family- <i>Low Income (at or below 80% AMI as defined by HUD)</i> Race and Ethnicity- <i>To be reported on the OPMR</i>
Specific Indicators: Specific to this particular scope of work
<p>TBRA - 230 households assisted 70% of residents of all housing programs will obtain or maintain permanent housing</p> <p>STRMU - 220 households eviction/foreclosure prevention</p> <p>Permanent Housing Placement - 300 households assisted 85% of individuals that received financial housing assistance will maintain permanent housing (measured after 6 months of services) reported to HOST annually</p> <p>Supportive Services - 2,335 households assisted (including 135 households served through the HOPE Program day shelter) 85% of participants will access/adhere to primary care appointments 75% of participants will show progress on their wellness plan</p>
Housing and Neighborhood Outcomes (To be reported on the Outcome and Performance Measurement Report OPMR):
To assist HOST in providing housing opportunities and support services for low-income persons living with HIV/AIDS and their family members under the aggregate HOPWA program, direct housing assistance (e.g. TBRA, STRMU and permanent housing placement) will be the primary focus of the DCAP programming, in conjunction with other supportive services. Housing units must be within walking distance of transit corridors or critical support services (including, but not limited to primary care, dental care, pharmacy, food bank or other healthy food access, family/friends support system, etc.).

III. Budget

Please refer to the Cost Allocation Plan and budget narrative for a detailed estimated description and allocation of funds. Organization receives income from operations. Yes No

If Yes, describe:

Non-personnel costs are being funded. Yes No

IV. Reporting

Data collection is required and must be completed demonstrating income eligibility and progress toward meeting the indicators contained in this Scope of Services. Disbursement of funds is contingent based on the ability to collect the required information.

Regardless of when the executed contract was received by the Contractor, Contractor is responsible for submitting a report from the start date of the contract; **even if no activity was conducted or expensed. Contractor should report “No Activity” or outline those activities reimbursed with grant funds. If the Contractor completes the project and all money is drawn, a final report will be submitted indicating “final report” and no further reports are required.**

Contractor will email the following report to the Program Specialist, and copy the Contract Administrator and IDIS Coordinator:

Outcome Performance Measurement

Report Frequency:

Monthly by the 15th day Quarterly: 15 days after the end of the quarter Other: _____

IDIS Coordinator will provide the format of the performance report to the Contractor. The information reported must include progress on the indicators included in this Scope of Services. The report includes current and cumulative (year-to-date) indicator information. Information on the overall progress of the program and/or project should be reported in the narrative section of the report. If the project is not being performed in a timely manner, an explanation must be included in the narrative section of the report.

HOPWA funded contracts:

Select what method of income verification will be used to demonstrate income compliance:

Self-Certification Verification with supporting income documentation Census block verified

HOST has a form entitled “STATEMENT OF HOUSEHOLD INCOME/DEMOGRAPHICS” that may be used to collect income and demographic information. Contractor’s intake form may be used if it collects the same information required in the “STATEMENT OF HOUSEHOLD INCOME/DEMOGRAPHICS” form, including signature of the client or applicant. This information must be retained and made available to HOST staff or designee when on-site file reviews are conducted to determine client eligibility.

HOST Budget Narrative

**Colorado Health Network, Inc. dba Denver Colorado AIDS Project (DCAP)
Budget Narrative
Project Year 2019-2020 (24 Months)**

This Budget is based on the information available at the time of contracting, the Department of Housing Stability will reimburse based on actual expenditures.

A. Salaries:

Denver Programs Quality and Compliance Manager

(Year 1 at \$63,000 and Year 2 at \$52,416) x 25% of time spent on project= \$28,854

- Implements strategies to ensure program quality assurance on all program documentation, files, and service delivery.
- Audits TBRA, PHP, and STRMU service delivery and ensures programmatic compliance
- Develops, implements, and manages quality improvement plans as needed.

Housing and Resources Manager / Client Resources Manager

(Year 1 at \$55,000 and Year 2 at \$52,728) x 50% of time spent on project= \$53,864

- Due to reorganization, title of position changed from Year 1 to Year 2
- Through work-plans and other mechanisms, carries out strategic direction at an operational level, within defined parameters and policies for TBRA, STRMU, and PHP and employment/job retention resources.
- Provides day to day supervision of direct services staff.
- Provides direct client services as needed.
- Assists in preparation of reports concerning the project.

Housing Programs Administrator

(Year 1 at \$44,000 and Year 2 at \$46,280) x 50% of time spent on project= \$45,140

- Manages all aspects of Denver CHN TBRA programs
- Supervises TBRA coordinators and provides direct client services as needed to TBRA clients.
- Acts as a liaison between clients and Metro-area housing authorities and subsidized housing programs. Assists clients in paperwork, applications, and processes.
- Assesses client housing needs and makes appropriate referrals to programs and services both within CHN and outside the agency.

Financial Assistance Coordinator

(Year 1 at \$39,000 x 26% and Year 2 at \$44,934 x 50%) of time spent on project= \$32,607

- Tracks and distributes all financial assistance requests according to grant requirements for TBRA, STRMU, and PHP programs. Works in conjunction with the CHN finance team to ensure accurate billing, account reconciliation, and cash flow.
- Disburses approved checks in a timely manner.
- Manages client feedback, complaints, grievances, and appeals in relation to financial assistance. Organizes and maintains all files related to the history of HOPWA disbursements and reporting.

Program Assistant

(Year 1 at \$34,165 and Year 2 at \$39,435) x 75% of time spent on project= \$55,200

- Provides day to day support of all programmatic staff by managing the reception area. Greets clients and connects clients to appropriate service providers. Provides additional program support as needed.
- Provides clients with housing resources, including homeless shelter information and linkage as needed.

Bilingual Program Assistant

(Year 1 at \$37,819 and Year 2 at \$40,560) x 50% of time spent on project= \$39,190

- Ensures all non-English speaking clients are supported and connected to services.
- Provides day to day support of all programmatic staff by managing the reception area. Greets clients and connects clients to appropriate service providers. Provides additional program support as needed.
- Provides clients with housing resources, including homeless shelter information and linkage as needed.

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Case Management Manager / Client Services Manager

(Year 1 at \$49,519 x 40% and Year 2 at \$64,480 x 50%) of time spent on project= \$45,600

- Due to reorganization, title of position changed from Year 1 to Year 2
- Provides strategic direction at an operational level of case managers providing housing assistance and HOPE Program.
- Provides day to day supervision of direct services staff.
- Provides day to day supervision of HOPE Program Staff.

TBRA Coordinator

\$41,600 x 100% of time spent on project= \$41,600

- Coordinates all aspects of Denver CHN TBRA programs. Duties include client meetings, waitlist maintenance, eligibility screening, file upkeep, documentation, communications with participating landlords, recertification HQS inspections, trainings, and all other responsibilities associated with TBRA programs.
- Working with the Housing Program Administrator, manage TBRA waitlist and ensure that all TBRA vouchers are utilized.
- Communicates with community partners when TBRA vouchers are available.
- Manages a TBRA caseload of at least 100 clients.

Housing Specialist Case Manager

(Year 1 at \$39,827 and Year 2 at \$43,264) x 100% of time spent on project= \$83,091

- Provides case management services, service linkage, and additional support to clients utilizing the TBRA program. Caseload of at least 100 clients.
- Maintains up-to-date resource list of both private landlords and property management companies accepting of the programs.
- Creates detailed housing plans with each of the TBRA participants, specifically including action plans and goal setting around the logistics of finding and maintaining their housing.
- Educates clients on how to be good tenants with regard to honoring their lease and holding agent in sustaining a safe and sanitary home.
- Assists in the coordination and financial planning for moving companies.
- Provides support as needed to Case Managers to assist non-TBRA program clients in housing resources.

Medical Case Management: Provides case management services, service linkage, and housing assessments to clients facing housing challenges due to low-income or homelessness. Links clients to TBRA, PHP, and STRMU financial assistance. Ensures client is linked and maintained in medical care and achieves viral suppression. Coordinates care across medical and other health providers. All Case Managers maintain a caseload of 80-100 clients.

Medical Case Manager 1: (Year 1 at \$54,444 and Year 2 at \$55,811) x 25% of time spent on project= \$27,564

Medical Case Manager 2: (Year 1 at \$40,860 and Year 2 at \$44,713) x 25% of time spent on project= \$21,393

Medical Case Manager 3: (Year 1 at \$41,400 and Year 2 at \$44,713) x 25% of time spent on project= \$21,528

Medical Case Manager 4: (Year 1 at \$39,827 and Year 2 at \$44,388) x 25% of time spent on project= \$21,054

Medical Case Manager 5: (Year 1 at \$29,870 and Year 2 at \$43,264) x 25% of time spent on project= \$18,284

Medical Case Manager 6: (Year 1 at \$41,032 and Year 2 at \$43,264) x 25% of time spent on project= \$21,074

Medical Case Manager 7: (Year 1 at \$40,860 and Year 2 at \$43,264) x 25% of time spent on project= \$21,031

Bilingual Medical Case Manager 1: (Year 1 at \$40,860 and Year 2 at \$44,388) x 25% of time spent on project= \$21,312

Bilingual Medical Case Manager 2: (Year 1 at \$36,021 and Year 2 at

\$44,388) x 25% of time spent on project= \$20,102

HOPE Program Manager

13.5 months at \$50,700 x 100% of time spent on project= \$57,038

- Coordinates and manages day to day operations at HOPE Program.
- Collaborates with Client Services Manager on strategic direction at an operational level of HOPE Program.
- Provides day to day supervision of direct services staff.
- Provides day to day supervision of HOPE Program Staff.

EXHIBIT A - 1

- Assists in preparation of reports concerning the project.

HOPE Program Coordinator/Case Manager

13.5 months at \$41,600 x 100% of time spent on project= \$46,800

- Provides case management services, service linkage, and housing assessments to clients facing housing challenges due to low-income or homelessness.
- Links clients to TBRA, PHP, and STRMU financial assistance. Ensures client is linked and maintained in medical care and achieves viral suppression. Coordinates care across medical and other health providers.

Direct or Regional Programs / Client Services Officer

(Year 1 at \$77,625 and Year 2 at \$90,480) x 25% of time spent on project= \$42,026

- Sets, coordinates, and implements strategic and visionary direction for housing services programs including Tenant Based Rental Assistance (TBRA), Short Term Rent Mortgage and Utility Assistance (STRMU), Permanent Housing Placement (PHP), and case management.
- Provides quality assurance oversight on program documentation, files, and service delivery.
- Reviews and develops reports concerning the project.
- Manages project budget spending and management.

TOTAL SALARIES COST (Year 1 + Year 2) \$ 764,351

B. Fringe Benefits: Fringe benefits should be based on actual known costs or an established formula. Fringe benefits expenses are only for the personnel listed in budget category (A) and only for the percentage of time devoted to the project as described above and in the Budget Spreadsheet. Below is a list of common benefit expenses. Include all benefits your agency provides employees if more are offered than those listed below. Please note that the FICA rate will be applied to salaries and/or wages less pre-tax benefits, if applicable.

TOTAL FRINGE BENEFITS (Year 1 and Year 2): \$ 152,870

Total Personnel \$917,221

C. Office Expenses:

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
Office Supplies	(\$450 per month x 24 months)	\$10,800

(pens, paper, ink, envelopes, file folders, and other miscellaneous office supplies)

- Agency total is based on prior year’s expenses. General office supplies are allocated by FTE and specific supplies for the grant are directly posted to the grant.

TOTAL OFFICE SUPPLIES COSTS (YEAR 1 AND YEAR 2): \$ 10,800

D. Communication:

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
Telephone, postage, printing, and website services	(\$500 per month x 24 months)	\$12,000

- Agency total is based on prior year’s expenses. These services are generally allocated by FTE and specific supplies for the grant are directly posted to the grant.

TOTAL COMMUNICATION COSTS (Year 1 and Year 2): \$ 12,000

E. Insurance:

Property and liability insurance: (\$175/month x 24 months)= \$4,200

TOTAL INSURANCE COSTS (YEAR 1 AND YEAR 2): \$ 4,200

F. Travel Staff:

Purpose of Travel: Local Mileage

- Average of 350 trips at \$0.52/mile x 10 miles= \$1,820
- Travel for staff to attend local meetings, client appointments (including TBRA inspections), and trainings locally.

TOTAL TRAVEL COSTS (YEAR 1 AND YEAR 2): \$ 1,820

G. Equipment Rental

Item	Computation	Cost
CHN Denver copier and postage rental	(\$99.21 per month x 24 months)	\$ 2,381

TOTAL EQUIPMENT RENTAL COSTS (YEAR 1 AND YEAR 2): \$ 2,381

H: Facilities

Facility	Computation	Cost
CHN Denver	(\$3,114 per month x 24 months + \$1,100 per month x 12 months)	\$ 87,936

Facility charges include monthly costs for depreciation (\$1,570), building interest expense (\$825), security service (\$12), janitorial service and supplies (\$220), recycling (\$11), utilities (\$425), and building maintenance (\$51). Funds are allocated for facility 24,192 square feet and are allocated based on the square feet of space assigned to employees. These amounts are further allocated by the percent of time the employee is working on the HOPWA grant.

HOPE Program: Monthly Rental Cost – Basement of Unity Temple
(\$1,100 per month x 12 months) = \$13,200

TOTAL FACILITIES COSTS (YEAR 1 AND YEAR 2): \$ 87,936

I. Meetings/Events/ Community engagement activities:

- We will host open houses for up to 25 clients so clients can learn about Colorado Health Network, housing programs and clients can provide feedback on services.
- Client appreciation event: Holiday parties: \$2,900.00
- Supplies/Programmatic costs (sexual health supplies, wound care kits: (\$250 per month x 12)= \$3,000 - HOPE Program
- Small foodbank: food purchases, bags
 - (\$1000 per month x 12)= \$12,000 – HOPE Program

TOTAL MEETINGS/EVENTS COSTS (YEAR 1 AND YEAR 2): \$ 17,900

J. Professional Services:

IT Supervision

IT Supervision will provide agency computer support. We have outsourced our information systems support to provide day-to-day support of our computer networks and phones. Agency total is based on a long-term contract. IT Supervision (\$525 per month x 24 months) = \$12,600

Annual Audit

Portion of annual independent audit report conducted by outside independent audit firm.
 (\$225 per month x 24 months) = \$5,400

Payroll Processing

Bi-weekly payroll processing fees by out-sourced payroll processing company.
 (\$105 per month x 24 months) = \$2,520

- These services are generally allocated by FTE and specific services for the grant are directly posted to the grant.

TOTAL PROFESSIONAL SERVICES: \$20,520

K. Other Direct Expenses:

Tenant-Based Rental Assistance (TBRA):

- 2019 -100 clients @ \$626 month average TBRA assistance for 12 months = \$751,200
- The TBRA subsidy budget was based on previous grant years' average spending. We have noted a 3% annual increase in rent subsidies, reflecting the increasing rental market in the Denver Metro Area. The \$626 budget includes a 3% increase from 2018 numbers.
- 2020 -130 clients @ \$750/month average TBRA assistance for 12 months = \$1,170,000
- The TBRA subsidy budget was based on previous grant years' average spending. We have noted a significant increase in rent subsidies, reflecting the increasing rental market in the Denver Metro Area. The \$750 budget accounts for this increase from 2019 numbers.

Total TBRA 2019-2020 (2 years): **\$1,921,200**

Short-Term Rent Mortgage and Utilities Assistance (STRMU):

- 220 clients @ \$1200 STRMU assistance = **\$264,000**
- Per program regulations, \$1200 is the maximum amount of assistance per year that clients can receive through the STRMU program.

Permanent Housing Placement (PHP):

- 300 clients @ \$1000 average PHP assistance = **\$300,000**
- Based on prior year's data, \$1000 is budgeted to support deposit/move-in assistance.

TOTAL OTHER DIRECT EXPENSES (Year 1 and Year 2): \$ 2,485,200

L. One Time Infrastructure Cost:

- One-Time Infrastructure cost for Hope Program (day shelter)
 - Office equipment, fridge, new washer/dryer
 - \$15,000

TOTAL ONE TIME INFRASTRUCTURE COSTS (YEAR 1 AND YEAR 2): \$ 15,000

M. Indirect COSTS (Year 1 and Year 2):

<u>Description</u>	<u>Computation</u>	<u>Cost</u>
Non-personnel direct costs	\$2,657,757 x 4%	\$106,310
Personnel direct costs	\$917,221 x 7%	\$64,206

TOTAL INDIRECT COSTS (YEAR 1 AND YEAR 2): \$ 170,516

Total Amount Requested from HOST: \$3,745,493

EXHIBIT B

FINANCIAL ADMINISTRATION:

1.1 Compensation and Methods of Payment

- 1.1.1 Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
- 1.1.2 The method of payment to the Contractor by HOST shall be in accordance with established HOST procedures for line-item reimbursements. The Contractor must submit expenses to HOST on or before the last day of each month for the previous month's activity. 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.
- 1.1.3 The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget attached to and made a part of this Agreement (Exhibit A).

1.2 Vouchering Requirements

- 1.2.1 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.
- 1.2.2 No more than four (4) vouchers may be submitted per contract per month, without prior approval from HOST.
- 1.2.3 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.
- 1.2.4 City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.
- 1.2.5 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.
- 1.2.6 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 last 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).
- 1.2.7 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.
- 1.2.8 The standardized HOST “Expense Certification Form” should be included with each payment request to provide the summary and authorization required for reimbursement.

1.3 Payroll

- 1.3.1 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.
- 1.3.2 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.
- 1.3.3 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.

1.4 Fringe Benefits

- 1.4.1 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.

1.5 General Reimbursement Requirements

- 1.5.1 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.
- 1.5.2 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.
- 1.5.3 Cell Phone: If the monthly usage charge is exceeded in any month, an approval from the Executive Director or designee will be required.
- 1.5.4 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.
- 1.5.5 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.

2.1 Program Income

- 2.1.1 For contracts subject to Federal Agreements, program income includes, without limitation, income from fees for services performed, from the use or rental of real or personal property acquired with contract funds, from the sale of commodities or items fabricated under a contract agreement, and from payments of principal and interest on loans made with contract funds.
- 2.1.2 Program income may be deducted from total allowable costs to determine net allowable costs and may be used for current reimbursable costs under the terms

of this contract. Program income which was not anticipated at the time of the award may be used to reduce the award contribution rather than to increase the funds committed to the project. ALL PROGRAM INCOME GENERATED DURING ANY GIVEN PERIOD SUBMITTED FOR PAYMENT SHALL BE DOCUMENTED ON THE VOUCHER REQUEST.

- 2.1.3 The Contractor, at the end of the program, may be required to remit to the City all or a part of any program income balances (including investments thereof) held by the Contractor (except AS PRE-APPROVED IN WRITING BY HOST, INCLUDING those needed for immediate cash needs).

3.1 Financial Management Systems

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

- 3.1.1 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.
- 3.1.2 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.
- 3.1.3 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.
- 3.1.4 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.
- 3.1.5 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.
- 3.1.6 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.

- 3.1.7 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.
- 3.1.8 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.
- 3.1.9 A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
- 3.1.10 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) Vouchering Process.

4.1 Audit Requirements

- 4.1.1 For contracts subject to Federal Agreements, if the Contractor expends seven hundred and fifty thousand dollars (\$750,000) or more of federal awards in the Contractor's fiscal year, the Contractor shall ensure that it, and its sub recipients(s), if any, comply with all provisions of the OMB Omni Circular.
- 4.1.2 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.
- 4.1.3 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 Contractor 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.
- 4.1.4 All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **HOST Financial Services Team**.
- 4.1.5 The Contractor will be responsible for all Questioned and Disallowed Costs.
- 4.1.6 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.

5.1 Budget Modification Requests

- 5.1.1 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.
- 5.1.2 Minor modifications to the services provided by the Contractor 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 Contractor, 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 Contractor, or changes to each line item budget in excess of the ten percent (10%) threshold, which do not increase the total funding to Contractor, may be made only with prior written approval by HOST program staff. Such budget and service modifications will require submittal by Contractor 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.
- 5.1.3 The Contractor understands that any budget modification requests under this Agreement must be submitted to HOST prior to the last Quarter of the Contract Period, unless waived in writing by the HOST Director.

6.1 Procurement

- 6.1.1 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.
- 6.1.2 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.
- 6.1.3 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.

7.1 Bonding

- 7.1.1 For contracts subject to federal agreements, HOST may require adequate fidelity bond coverage, in accordance with 24 C.F.R. 84.21 (d), where the subrecipient lacks sufficient coverage to protect the Federal Government's interest.

8.1 Records Retention

- 8.1.1 The Contractor must retain for seven (7) years financial records pertaining to the contract award. The retention period for the records of each fund will start on
- 8.1.2 the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
- 8.1.3 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.

9.1 Contract Close-Out

- 9.1.1 All Contractors are responsible for completing required HOST contract close-out forms and submitting these forms to their appropriate HOST Contract Specialist within sixty (60) days after the Agreement end date, or sooner if required by HOST in writing.
- 9.1.2 Contract close out forms will be provided to the Contractor by HOST within thirty (30) days prior to end of contract.
- 9.1.3 HOST will close out the award when it determines that all applicable administrative actions and all required work of the contract have been completed. If Contractor fails to perform in accordance with this Agreement, HOST reserves the right to unilaterally close out a contract, "unilaterally close" means that no additional money may be expended against the contract.

10.1 Collection of amounts due

- 10.1.1 Any funds paid to a Contractor in excess of the amount to which the Contractor is finally 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 1) Make an administrative offset against other requests for reimbursements, 2) Withhold advance payments otherwise due to the Contractor, or 3) other action permitted by law.

EXHIBIT C



COLOAID-01

SUZANNEH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (CCIG) and CONTACT INFORMATION (Michelle Devore, CRM, CIC). Includes phone, fax, and email details.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Lists Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Contract #201419492 As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects the Commercial General Liability and Business Auto Liability policy.

Table with 2 columns: CERTIFICATE HOLDER (City and County of Denver) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions).