

**SUBAWARD AGREEMENT  
(STATE OF COLORADO SLFRF GRANT)**

**THIS SUBAWARD AGREEMENT** (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) **THE GATHERING PLACE: A REFUGE FOR REBUILDING LIVES**, a Colorado nonprofit corporation, whose address is 1535 N High St, Denver, CO, 80218 (the “Subrecipient”), individually a “Party” and jointly the “Parties.”

**RECITALS**

**WHEREAS**, the City has been awarded funds pursuant to C.R.S. § 24-32-721 and Section 3206 of the American Rescue Plan Act to be used to for a transformational homelessness response program; and

**WHEREAS**, the Subrecipient agrees to services that will quickly connect people experiencing homelessness with services, treatment, and temporary and permanent housing to put the people on a path to economic self sufficiency.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

**1. COORDINATION AND LIAISON**: The Subrecipient shall fully coordinate all services under the Agreement with the Executive Director (“Director”) of the Department of Housing Stability (“Agency” or “HOST”) or the Director’s designee.

**2. GRANT AWARD**: The Subrecipient agrees that it shall be bound by the terms and conditions of the State of Colorado Grant Agreement for SLFRF from the State of Colorado to the City, attached hereto and incorporated herein as **Exhibit C**, and such other rules, regulations, or requirements as the United States Department of the Treasury, the State of Colorado, or any other federal or state entity that may legally exercise its jurisdiction over the awarded funds, may reasonably impose. The Subrecipient acknowledges and agrees that this Agreement is contingent upon an allocation and receipt of funds from the State of Colorado, and the authorization given to the City to use a portion of its allocation in the amount set forth in this Agreement to reimburse the Subrecipient for the provision of its services under this Agreement. The Subrecipient’s failure to perform, as required, may, in addition to other remedies set forth in this Agreement, result in readjustment of the amount of funds the City is otherwise obligated to pay to the Subrecipient pursuant to the terms hereof.

3. **SERVICES TO BE PERFORMED:** As the Director directs, the Subrecipient shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A**, Scope of Work, to the City’s satisfaction. The Subrecipient is ready, willing, and able to provide the services required by this Agreement. The Subrecipient shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement. The Subrecipient agrees to follow the City’s referral policies, including adherence to rules addressing services to clients who are denied due to ineligibility. All records, data, specifications, and documentation prepared by the Subrecipient under this Agreement, when delivered to and accepted by the Director, shall become the property of the City.

4. **TERM:** The Agreement will commence on August 1, 2024, and will expire, unless sooner terminated, on December 31, 2025 (the “Term”). Subject to the Director’s prior written authorization, the Subrecipient shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.

5. **COMPENSATION AND PAYMENT**

5.1. **Budget:** The City shall pay, and the Subrecipient shall accept as the sole compensation for services rendered and costs incurred and paid under the Agreement payment not to exceed the line budget amounts set forth in **Exhibit A**. The Subrecipient certifies the budget line items in **Exhibit A** contain reasonable allowable direct costs and allocable indirect costs in accordance with 2 C.F.R. 200, Subpart E. The City shall not allow claims for services furnished by the Subrecipient that are not specifically authorized by this Agreement.

5.2. **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All the Subrecipient’s expenses are contained in the budget in **Exhibit A**. The City is not obligated to pay the Subrecipient for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Subrecipient in performing services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.

5.3. **Invoicing:** The Subrecipient shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought as well as other supporting documentation required by the City. The City’s Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. Funds will be disbursed in appropriate monthly increments, upon receipt

and approval of Subrecipient's monthly invoices and any City required budget documents or reports. The Subrecipient's invoices will include all appropriate supporting documentation that may be pertinent to the services performed or expenses incurred and paid under this Agreement. The Subrecipient's invoices must identify costs and expenses incurred and paid in accordance with the budget contained in **Exhibit A**. Funds payable by the City hereunder shall be distributed to the Subrecipient on a reimbursement basis only for work performed and expenses incurred and paid during the prior month. Invoices submitted for payment must be received by the Agency as detailed in the attached **Exhibit A** or as directed. Invoices submitted for services rendered that are submitted after such deadline are untimely and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission.

**5.4. Timesheets:** If applicable, timesheets must reflect the amount of time, as directed by the City, attributable to each activity performed under this Agreement. The Subrecipient must not allocate costs billed to this Agreement to another federal award unless the City notifies the Subrecipient in writing that the City has shifted costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the terms and conditions of an applicable federal award. Each invoice requesting payment under this Agreement will contain all necessary attestations as directed by the City.

**5.5. Maximum Contract Amount**

**5.5.1.** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION TWO HUNDRED AND ONE THOUSAND SIX HUNDRED AND FORTY-THREE DOLLARS AND NO/100 CENTS (\$\$1,201,643.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Subrecipient beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** or performed outside the Term are performed at the Subrecipient's risk and without authorization under the Agreement.

**5.5.2.** The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

## 6. **PROGRAM RESTRICTIONS**

**6.1. Recovery of Incorrect Payments:** If, because of any audit or program review relating to the performance of the Subrecipient or its officers, agents or employees under this Agreement, there are any irregularities or deficiencies in any audit or review, then the Subrecipient will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Subrecipient obtains a resolution in its favor from the responsible official conducting the audit or review. In any event, the Subrecipient shall be responsible to indemnify and save harmless the City, its officers, agents and employees, from and against all disallowed costs. The foregoing in no way limits the Subrecipient's obligation to reimburse the City for any costs or expenses paid under this Agreement that have been determined to be unallowable or disallowed by the federal government of the United States, the State of Colorado, or the City in accordance with applicable federal laws, state, and local laws. The closeout of a federal award does not affect the right of the federal agency, the State of Colorado, or the City to disallow costs and recover funds because of a later audit or other review.

**6.2. Closeout Procedures:** The Subrecipient shall comply with all contract closeout procedures directed by the City under this Agreement for final reimbursement, including but not limited to final review of payments, invoices, referrals, and required reporting documents, including close-out signature. To complete closeout, the Subrecipient shall timely provide the City with all deliverables, including documentation, and the Subrecipient final reimbursement request or invoice.

**6.3. Client Records:** The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of the applicable award or this Agreement is prohibited except upon written consent of the client, their attorney, or guardian.

**6.4. Pass-Through Provisions Required:** If the Subrecipient enters into any subcontracts or subgrants with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, the Subrecipient shall include provisions in its subcontracts regarding the federal and state laws identified or referenced in this Agreement. The Subrecipient retains full responsibility for complying with the terms of this Agreement, whether the services are provided directly or by a third party, and for including all relevant terms in its subcontracts.

**6.5. Grievance Policy:** The Parties desire to ensure that clients are being adequately informed over pending actions concerning their continued participation in the program or activity provided by the Subrecipient. Also, clients must be allowed adequate opportunity to communicate

dissatisfaction with the facilities or services offered by the Subrecipient. To satisfy this requirement, the Subrecipient agrees to provide a written “Grievance Policy” as a mechanism to provide opportunities for the City and its clients to meaningfully communicate problems, dissatisfaction, and concerns and to establish procedures for resolution of grievances. The policy must be communicated to clients upon their initial receipt of services. The Subrecipient agrees that a formal “Grievance Policy” will be adopted by its governing body and submitted to the Director for approval at the City’s discretion on or before the commencement of the term of this Agreement. Failure to provide an acceptable Grievance Policy shall constitute a material breach of this Agreement.

**6.6. Political Activity:** The Subrecipient agrees that political activities are prohibited under this Agreement and further agrees that no funds paid by the City hereunder will be used to provide transportation to polling places or to provide any other services in connection with elections or political activities.

**6.7. Non-Discrimination:** The Subrecipient agrees to comply with all federal and state statutes relating to nondiscrimination, including but not limited to, Title VI of the Civil Rights Act of 1964, Pub. L. 88-352, which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 and 1685- 1686, which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1974, 42 U.S.C. §§ 6101-6107, which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; §§ 523 and 527 of the Public Health Service Act of 1912, 42 U.S.C. 290, *et seq.*, relating to confidentiality of alcohol and drug abuse patient records; Executive Order 11246; the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, 38 U.S.C. § 4212, relating to nondiscrimination of protected veterans; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. § 3601, *et seq.*, relating to nondiscrimination in the sale, rental or financing of housing; all regulations and administrative rules established pursuant to the foregoing laws; any additional nondiscrimination provision in any specific statute applicable to any federal or state funding for this Agreement; and the requirements of any other nondiscrimination statutes which may apply.

**7. EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine,

copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Subrecipient's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Subrecipient shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Subrecipient to make disclosures in violation of state or federal privacy laws. The Subrecipient shall at all times comply with D.R.M.C. 20-276.

**8. REPORTS:** The Subrecipient shall provide the Agency with the reports described in **Exhibit A** in such a format as may be designated by the City.

**9. PERFORMANCE MONITORING/INSPECTION:** The Subrecipient shall permit the Director to monitor and review the Subrecipient's performance under this Agreement. The Subrecipient shall make available to the City for inspection all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hard copy or electronic format, used in the performance of any of the services required hereunder or relating to any matter covered by this Agreement to coordinate the performance of services by the Subrecipient in accordance with the terms of this Agreement. All such monitoring and inspection shall be performed in a manner that will not unduly interfere with the services to be provided under this Agreement. The Subrecipient agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of the City, the Subrecipient's record keeping practices and/or reporting to the City are not conducted in a timely and satisfactory manner, the City may withhold part or all payments under this Agreement until such deficiencies have been remedied. In the event of a withheld payment, the City agrees to notify the Subrecipient of the deficiencies that must be corrected to bring about the release of the withheld payment.

**10. STATUS OF SUBRECIPIENT:** The Subrecipient, as defined in 2 C.F.R. Part 200, *et seq.*, is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Subrecipient nor any of its employees are employees or officers of the City under

Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. Any reference in this Agreement to “subcontractors” shall also mean subgrantees or third parties performing hereunder.

**11. TERMINATION**

**11.1.** The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon ten (10) days prior written notice to the Subrecipient. However, nothing gives the Subrecipient the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Director.

**11.2.** Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Subrecipient or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Subrecipient’s business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

**11.3.** The City is entering into this Agreement to serve the public interest. If this Agreement ceases to further the City’s public interest, the City, in its sole discretion, may terminate this Agreement, in whole or in part, for convenience by giving written notice to the Subrecipient.

**11.4.** Upon termination of the Agreement, with or without cause, the Subrecipient shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

**11.5.** If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools, and facilities it owns that are in the Subrecipient’s possession, custody, or control by whatever method the City deems expedient. The Subrecipient shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Subrecipient shall mark all copies of work product that are incomplete at the time of termination “DRAFT-INCOMPLETE.”

**11.6.** If the funding agreement between the City and the applicable state or federal funding entity is terminated for any reason, the total amount of compensation to be paid to the Subrecipient under this Agreement shall be reduced effective as of the date of termination of the funding agreement.

**12. REMEDIES FOR NONCOMPLIANCE:** If the Subrecipient does not correct an identified default within the specified timeframe, then the City may impose any or all the following remedial actions, in addition to all other remedial actions authorized by law:

**12.1.** Withhold any or all payments to the Subrecipient, in whole or in part, until the necessary services or corrections in performance are satisfactorily completed during the authorized period to cure default;

**12.2.** Deny all requests for payment and/or demand reimbursement from the Subrecipient of all payments previously made to the Subrecipient for those services or deliverables that have not been satisfactorily performed and which, due to circumstances caused by or within the control of the Subrecipient, cannot be performed or if performed would be of no value to the Program. Denial of requests for payment and demands for reimbursement shall be reasonably related to the amount of work or deliverables lost to the City;

**12.3.** Deny in whole or in part any application or proposal from the Subrecipient for funding of the Program for a subsequent program year regardless of source of funds;

**12.4.** Reduce any application or proposal from the Subrecipient for refunding for the Program for a subsequent program year by any percentage or amount that is less than the total amount of compensation provided in this Agreement regardless of source of funds;

**12.5.** Refuse to award the Subrecipient, in whole or in part, all additional funds for expanded or additional services under the Program;

**12.6.** Deny or modify any future awards, grants, or contracts of any nature by the City regardless of funding source for the Subrecipient;

**12.7.** Modify, suspend, remove, or terminate the Agreement, in whole or in part. If the Agreement, or any portion thereof, is modified, suspended, removed, or terminated, the Subrecipient shall cooperate with the City in the transfer of the services as reasonably designated by the City; and/or

**12.8.** If this Agreement is terminated as a result of a default by the Subrecipient, the City may procure, upon such terms and conditions as the City deems appropriate, services similar to those terminated, and the Subrecipient shall be liable to the City for any damages arising from obtaining similar services.

**13. WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Subrecipient. No payment, other action, or inaction by the



City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

#### **14. INSURANCE**

**14.1. General Conditions:** The Subrecipient agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Subrecipient shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices Section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Subrecipient shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices Section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Subrecipient shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Subrecipient. The Subrecipient shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**14.2. Proof of Insurance:** The Subrecipient may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Subrecipient certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Subrecipient's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

**14.3. Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Subrecipient and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.

**14.4. Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability – if required, the Subrecipient's insurer shall waive subrogation rights against the City.

**14.5. Subcontractors and Subconsultants:** The Subrecipient shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Subrecipient and appropriate to their respective primary business risks considering the nature and scope of services provided.

**14.6. Workers' Compensation and Employer's Liability Insurance:** The Subrecipient shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

**14.7. Commercial General Liability:** The Subrecipient shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation, or misconduct.

**14.8. Automobile Liability:** The Subrecipient shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.

**15. DEFENSE AND INDEMNIFICATION**

**15.1.** The Subrecipient agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the

Subrecipient or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

**15.2.** The Subrecipient's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. The Subrecipient's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

**15.3.** The Subrecipient shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City's exclusive remedy.

**15.4.** Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Subrecipient under the terms of this indemnification obligation. The Subrecipient is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

**15.5.** This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**16. COLORADO GOVERNMENTAL IMMUNITY ACT:** In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

**17. TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Subrecipient shall promptly pay when due, all taxes, bills, debts, and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment, or execution to be filed against City property.

**18. ASSIGNMENT; SUBCONTRACTING:** The Subrecipient shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In

the event of any subcontracting or unauthorized assignment: (i) the Subrecipient shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor, or assign.

**19. INUREMENT:** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

**20. NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Subrecipient receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

**21. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Subrecipient lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

**22. SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

**23. CONFLICT OF INTEREST**

**23.1.** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Subrecipient shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq.*, or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**23.2.** The Subrecipient shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Subrecipient represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Subrecipient by placing the Subrecipient's own interests, or the interests of any party with whom the Subrecipient has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Subrecipient written notice describing the conflict.

24. **NOTICES**: 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 Subrecipient at the address aforementioned and to the City at the addresses below:

Chief Housing Officer, Department of Housing Stability  
201 W. Colfax Ave., 6th Floor  
Denver, CO 80202

With a copy to:

Denver City Attorney's Office  
1437 Bannock St., 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.

25. **DISPUTES**: All disputes between the City and the Subrecipient arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.

26. **GOVERNING LAW; VENUE**: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

27. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under the Agreement, the Subrecipient may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Subrecipient shall insert the foregoing provision in all subcontracts.

**28. NO DISCRIMINATION IN PROGRAM ASSISTANCE:** In connection with the performance of work under the Agreement, the Subrecipient may not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of race, color, religion, national origin, ancestry, gender, age, military status, sexual orientation, gender identity or gender expression, marital or domestic partner status, political beliefs or affiliation, familial or parental status—including pregnancy, medical condition, military service, protective hairstyle, genetic information, or disability. The Subrecipient shall insert the foregoing provision in all subcontracts.

**29. LIMITED ENGLISH PROFICIENCY:** Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, states national origin discrimination includes discrimination based on limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Subrecipient must reasonably ensure that LEP persons have meaningful access to its programs, services, and activities. The Subrecipient shall not charge program participants for the use of an oral or written translator or interpretation services. The Subrecipient shall comply with the City’s requirements concerning the provision of interpreter services under this Agreement.

**30. FAITH BASED ORGANIZATIONS AND SECTARIAN ACTIVITIES:** The Subrecipient shall not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this Agreement.

**31. COMPLIANCE WITH ALL LAWS:** The Subrecipient shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

**32. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

**33. LEGAL AUTHORITY:** The Subrecipient represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of the Subrecipient represents and warrants that he has been fully authorized by the Subrecipient to execute the Agreement on behalf of the Subrecipient and to validly and legally bind the Subrecipient to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either the Subrecipient or the person signing the Agreement to enter into the Agreement.

**34. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.

**35. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls—except for certain federal and state terms and conditions.

**36. INTELLECTUAL PROPERTY RIGHTS:** The City and the Subrecipient intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Subrecipient and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Subrecipient shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Subrecipient (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The Parties agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of the Subrecipient made available, directly or indirectly, by the Subrecipient to the City as part of the Scope

of Services (collectively, “Subrecipient Materials”), are the exclusive property of the Subrecipient or the third parties from whom the Subrecipient has secured the rights to use such product. Subrecipient Materials, processes, methods, and services shall at all times remain the property of the Subrecipient; however, the Subrecipient hereby grants to the City a nonexclusive, royalty free, perpetual, and irrevocable license to use Subrecipient Materials. The Subrecipient shall mark or identify all such Subrecipient Materials to the City. The Subrecipient acknowledges that pursuant to law, the federal or state government may reserve ownership or a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted under this Agreement.

**37. SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Subrecipient’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**38. ADVERTISING AND PUBLIC DISCLOSURE:** The Subrecipient shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Subrecipient’s advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Subrecipient shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

**39. CONFIDENTIAL INFORMATION**

**39.1.** “Confidential Information” means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a “Disclosing Party”) or permit the other Party (the “Receiving Party”) access to the Disclosing Party’s Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such



information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

**39.2.** The Subrecipient shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information (“Regulated Data”) in accordance with all applicable laws, rules, policies, publications, and guidelines. If the Subrecipient receives Regulated Data outside the scope of the Agreement, it shall promptly notify the City.

**39.3.** Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

**39.4.** Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to the City for disclosure of confidential materials, the City shall advise the Subrecipient of such request in order to give the Subrecipient the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Subrecipient objects to disclosure of any of its material, the Subrecipient shall identify to the City the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Subrecipient agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Subrecipient further agrees to defend, indemnify and

save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Subrecipient's intervention to protect and assert its claim of privilege against disclosure under this Article, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

**40. DATA PROTECTION:** The Subrecipient 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 Subrecipient under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Subrecipient's performance hereunder. The Subrecipient shall maintain security procedures and practices consistent with §§ 24-73-101 *et seq.*, C.R.S., and shall ensure that all regulated or protected data, provided under this Agreement and in the possession of the Subrecipient or any subcontractor, is protected and safeguarded, in a manner and form acceptable to the City and in accordance with the terms of this Agreement, including, without limitation, the use of appropriate technology, security practices, encryption, intrusion detection, and audits.

**41. TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

**42. PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.

**43. CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**44. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous, or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

**45. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Subrecipient shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

**46. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Subrecipient consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**List of Exhibits and Attachments**

Exhibit A – Scope of Work

Exhibit B – Certificate of Insurance

Exhibit C – State of Colorado Grant Agreement for SLFRF

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**Contract Control Number:** HOST-202476000  
**Contractor Name:** THE GATHERING PLACE

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:

\_\_\_\_\_

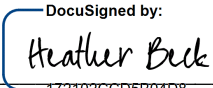
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

HOST-202476000  
THE GATHERING PLACE

By:  \_\_\_\_\_  
172102CCD5B04D8...

Name: Heather Beck  
(please print)

Title: President and CEO  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**SCOPE OF WORK**  
**DEPARTMENT OF HOUSING STABILITY**  
**THE GATHERING PLACE**  
**HOST-202476000**

**I. INTRODUCTION**

**Period of Performance Start and End Dates:** 8/01/2024 – 12/31/2025

**Project Description:**

The purpose of this contract agreement is to provide a Department of Housing Stability (HOST) subaward for \$1,201,643.00 to The Gathering Place: A Refuge for Rebuilding Lives (TGP) for the purpose of administering the Transformational Homelessness Response (THR) grant program. The THR grant program aims to quickly connect people experiencing homelessness with services, treatment, and temporary and permanent housing to put them on a path to economic self-sufficiency. These funds will be utilized for Emergency Shelter for the Elati Village micro-community serving transgender and non-binary people, and women at the mutually agreed upon site.

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

<b>Funding Source:</b>	American Rescue Plan Act
<b>Project Name:</b>	The Gathering Place Elati Micro – Communities THR Emergency Shelter
<b>Budget Type:</b>	Cost Reimbursement
<b>Activity Name:</b>	Non-Congregate Shelter – Micro-Communities
<b>Federal Award ID (FAIN) #:</b>	SLFRP4316
<b>Federal Award Date:</b>	03/03/2021
<b>Federal Awarding Agency:</b>	US Department of Treasury
<b>Pass-Through Entity:</b>	State Of Colorado
<b>Awarding Official:</b>	NA
<b>Unique Entity Identifier:</b>	QMZGSKH3JS89
<b>Catalog of Federal Domestic Assistance (CFDA#):</b>	21.027
<b>SAM.gov Expiration Date:</b>	May 7, 2025
<b>Contractor Address:(Include Zip+4)</b>	1535 High Street Denver, CO 80218
<b>Organization Type:</b>	<b>Non-Profit</b>

## **II. SERVICES DESCRIPTION**

TGP will oversee and maintain a micro-community (aka Emergency Shelter) for people experiencing unsheltered homelessness. This specifically includes the following:

### **A. Service Standards**

1. Staff should have relevant professional accreditations, education, and experience to implement both holistic and housing-focused services. Staff should be community-based and multi-disciplinary when possible.
2. Services should be implemented using best practice models, including Housing First, Harm Reduction, Motivational Interviewing, and Trauma-Informed Care. Other services and treatment models may be coordinated with or incorporated into the services programming based on the individuals served. The delivery of all services should be guided by the principles of cultural competence, recovery, and resiliency, with an emphasis on building individuals' strengths and resources in the community with, with family, and with peer/social relationships.
3. Services and the delivery of the support should be adjusted appropriately based on the intended population the project will serve.
4. TGP shall work collaboratively with community-based partners and referral sources as necessary to ensure that households served acquire and maintain housing.

### **B. Site Operations**

1. Keep sites operating 24 hours a day, seven days a week, 365 days a year
2. Provide facility management to oversee the day-to-day operations and maintenance of micro-communities to ensure compliance with all building codes, health regulations, and safety issues
3. Maintain the infrastructure, amenities, and utilities, providing regularly scheduled and general repairs and maintenance services such as trash, exterior litter removal, pest control, snow removal both inside the fenced area and from entries, changing light bulbs, minor repairs to plugged toilets and leaky faucets and any other basic repairs; provide necessary emergency maintenance services under \$500. Please see Appendix A for matrix of responsibilities.
4. Collaborate with City representative(s) to notify and address any critical incidents on site
5. Maintain a minimum ratio of one staff member on-site per 40 clients 24/7 with proper credentials including knowledge and experience in, conflict de-escalation and mediation, and trauma-informed care
6. Communal spaces should be cleaned at least twice per week, or more frequently as needed and cleaning supplies should be available for clients as needed
7. Manage site safety to establish and enforce safety protocols to ensure the safety of residents and staff
8. Training for all staff will include but not be limited to, de-escalation training and Cardiopulmonary Resuscitation (CPR)

9. Vaccinated and working on full vaccination non-aggressive pets will be allowed at the facility
10. Referrals to the micro-community will be directed by HOST's encampment resolution and outreach teams. Site Operator will intake clients in cooperation with HOST's encampment resolution and outreach teams.
11. Temporary housing units or shelter facilities must meet HUD's habitability standards defined in 24 CFR part 576.403 (c). Documentation of meeting minimum standards must be provided to HOST. Grantees may use the ESG Habitability Standards Checklist found at <https://www.hudexchange.info/resource/3766/esg-minimum-habitability-standards-for-emergency-shelters-and-permanent-housing/> or an equivalent checklist

**C. Client Case Management and Navigations Services**

1. Resident Intake and orientation including Homeless Management Information System (HMIS) intake and subsequent services and exits documented in HMIS
2. Provide necessary referrals and coordination for any mental and physical healthcare needs
3. Provide benefit, resource navigation and employment referrals based on clients' circumstances and eligibility within 30 days of the client completing enrollment into site.
4. Provide housing navigation
5. Provide case management and supportive services that are housing-focused, trauma-informed, person-centered, and utilize a harm reduction approach for all clients. Case management ratio will be no fewer than one case manager to every 30 households, with a preference for a 1:15 case management to participant ratio.
6. Provide resources for Limited English Proficient (LEP) individuals to ensure all guests have access to services in their language of choice.

**D. Eligible Activities**

1. **Essential Services.** Efforts to provide supportive services to those who are in an Emergency Shelter. These services include finding housing options that resolve guests' homelessness as quickly as possible. Efforts include (i) housing search and placement and navigation, such as activities to assist guests to locate and obtain housing; (ii) housing stability case management, such as assessing, coordinating, and delivering individualized services to obtain housing, developing case management plans, and support groups; (iii) legal services necessary to resolve a legal problem that prohibits the guest participant from obtaining permanent housing; (iv) services for physical health care, mental health care, behavioral health care, and other medical care; (v) implementing and maintaining diversion programming; and (vi) other reasonable and necessary costs that help resolve a household's homelessness, including but not limited to child care and transportation.
2. **Educational, vocation, and work-based learning opportunities.** Efforts to connect individuals and families with educational, vocational, and work-based learning opportunities that resolve the individual's homelessness as quickly as



possible. Shelters may consider creating or connecting to peer mentoring programs and hiring peer mentors with lived expertise of homelessness to work in the shelter and contribute to program design or improvement.

3. **Recovery care and related residential programs.** Efforts to connect program participants to community resources that offer recovery care and related residential programs, including transportation to those services.
4. **Operations.** Efforts related to maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the Emergency Shelter. Operational expenses will be determined by the Use Responsibility Matrix [Exhibit A].
5. **Grant Activities.** Efforts focused on administering a specific grant or funding source may improve effective operations, as well as effective program implementation. Such efforts include planning and executing program activities, such as (i) general program or grant management, oversight, coordination, monitoring, and evaluation; (ii) salaries, wages, and related costs related to preparing program budgets; developing systems for ensuring compliance with grant requirements; developing interagency agreements; and preparing reports and other required documents or activities; (iii) accounting or other services; and (iv) other reasonable and necessary goods and services required to implement the grant program, such as evaluating program results against stated objectives, occupancy costs, and training on program requirements.

### III. ROLES AND RESPONSIBILITIES FOR BOTH PARTIES

#### A. Contractor will:

1. Work with City to host any city-designated sensitivity training on an annual basis.
2. Provide any online modular sensitivity training developed and provided by the City to all new direct-service staff within 15 days of hire date. Ensure direct-service staff complete training refresher on a biennial basis.
  - a. Sensitivity Training is available at [https://denvergov.org/media/denvergov/housingstability/context\\_of\\_homelessness/story.html](https://denvergov.org/media/denvergov/housingstability/context_of_homelessness/story.html)
  - b. The Executive Director or their delegate are required to complete and sign the “Statement of Completion of Required Training: Informed, Compassionate, and Positive Interactions with Persons Experiencing Homelessness” form biennially and submit to HOST.
3. Post the City and County of Denver’s Anti-Discrimination Office signage in an area where information is available to staff and program participants.
4. Comply with Department of Housing Stability THR Emergency Shelter Standards.

#### B. The City will:

1. Provide signage that includes information about the City and County of Denver’s Anti-Discrimination Office in both [Spanish and English](#).

**IV. EQUITY ACCESS AND OUTCOMES**

The Department of Housing Stability, in alignment with the Mayor’s Office of Social Equity and Innovation, values racial equity and inclusiveness and seeks to reflect this value in our funding practices. Our commitment to producing racially equitable housing outcomes is paramount to HOST’s overall mission of Denver residents being healthy, housed and connected. HOST requires all programs it funds to report on the demographic characteristics of households served by the program throughout the duration of the contract in coordination with other required reporting. The contractor will also report on the demographics of staff working on this program throughout the duration of this contract. Specific information outlining the required data systems to be used and data to be collected are contained within the scope of work of this contract. This information will help HOST monitor demographic trends in who is served. The underlying objective of collecting and disaggregating data and outcomes by race is to understand who is currently served by HOST-funded programs. This information will help inform future evaluation on any potential disparate impacts across HOST programs, as well as strategies to help address equity in access to and outcomes from programs where appropriate. Additionally, HOST program and monitoring staff will be reviewing data, and will discuss your program’s progress or challenges towards racially equitable services and outcomes at site visits and monitoring.

**V. FUNDS WILL BE USED TO**

A. Description of how funding will be used under this Scope of Work. In description, please identify if Organization received income from operations and if non-personnel costs are being funded.

Project Site Operations & Client Support and Management	American Rescue Plan Act Funds 8/01/2024 – 12/31/2025
<b>Total Amount</b>	<b>\$1,201,643.00</b>

**VI. OUTPUTS AND OUTCOMES**

Outputs: The direct results of program activities that may include types, levels and targets of services to be delivered by the program. They are indicators of how effective you were in implementing your program	Benchmark	Outcomes: The intended accomplishments of the program	Benchmark
Number of individuals to be served annually	88	Number and percentage of all individuals who exit to a stable or permanent housing solution	75%
Percentage of individuals served who are engaged in	80%	Percentage of individuals served who are engaged in case management who exit	80%

individualized housing focus case management		to stable or permanent housing	
Number of individuals served who stay overnight each night	40		
Number of individuals who maintain/enroll in benefits	50%		
Number and percentage of individuals who are connected to care (mental health, physical health, substance use treatment, employment, etc.)	70%		
Number and percentage of individuals who maintain/obtain vital documents	80%		
<p><b>Assumptions:</b> Unless otherwise indicated, data will be pulled from Homeless Management Information System (HMIS).</p> <p><b>Data Quality:</b> Each reporting period an HMIS Data Quality Report must be uploaded to Salesforce with quarterly report. Data quality must be in alignment with expectations outlined by MDHI.</p>			

**VII. REPORTING**

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

Report Type	Due Date
Quarterly Report for December 1 – March 31	April 15
Quarterly Report for April 1 – June 30	July 15
6-month Match report for Jan 1 – June 30	July 31
Quarterly Report for July1 – Sept 30	Oct15
Quarterly Report for Oct1 – Dec 31	Jan 15
Annual Match Report for Jun 1 – Dec 31	Jan 30

- C. HOST Programs Community will provide Contractor with an online forum to submit report for each reporting period. Supplemental reporting may be required when HMIS data and narrative reports are insufficient to demonstrate program impact. Submitted reports will be reviewed by the designated Program Officer for completeness, clarity, and accuracy.
- D. Upon execution of this contract, HOST will provide a user guide for using HOST Programs Community portal along with the required login information. Prior to the due date for the first required report, HOST will provide resources and support as needed or as requested by the Contractor to support the use of HOST Programs Community.
- E. Contractor may be required to submit a Contract Summary Report at the end of the contract period within 30 days after the Term End Date of this contract agreement.
- F. Data Monitoring

A description of the scope of data that will be monitored by HOST throughout the lifecycle of the contract. This includes the mechanism for reporting, the primary goal for households to be served, desired program outcomes, and any program-specific reporting requirements.

  - 1. Program data
    - a. Data sources
      - 1. Homeless service providers: All program data reports will be sourced from client-level data entered in HMIS unless otherwise specified. Qualitative program narratives, data quality reports, and any requested supplemental reports can be submitted through the HOST Programs Community
      - 2. All other programs: Summary reports on clients served will use the HOST Programs Community to report narrative, and households served information. Additional data may be required in the reporting form and/or a supplemental data template provided by HOST.
        - i. Number of unique individuals served:  
Individuals proposed to be served over the contract term – 88  
Individuals proposed to be served each calendar year – 2025: 53
        - ii. Demographics of households served:  
Demographic data of households served are monitored to ensure fair and equitable access to services. The scope of demographic data collected are specific to the needs of the program or any related funding sources. Demographic data can include but is not limited to race and ethnicity, income level, participant age/ age-group/ number of age-qualifying participants, disability status, mental health condition, or gender identity.  
The measures and benchmarks specified in the objectives and outcomes section.
    - 3. Qualitative narratives: This includes reports on program successes and challenges, programmatic updates, and supplemental reports. These reports can be submitted through the Salesforce programs community.
    - 4. Financial Data

- a. Funding sources and amount included
- b. Total Contract spend to date, by budget category

**VIII. ADD IN (S) SPECIFIC TO SCOPE OF WORK FOR PROGRAM REQUIREMENTS**

**A. The Federal Funding Accountability and Transparency Act (FFATA)**

requirements include that all subrecipient entities report to HOST if they 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; and
- 3. had gross income, from all sources, of \$300,000 or more; and
- 4. the public does not have access to this information about the compensation of the senior executives of the entity 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. See FFATA § 2(b)(1).
  - a. The subrecipient will forward the names and amounts of the five most highly compensated officers and/or executives to their designated Contract Administrator.

**IX. FINANCIAL ADMINISTRATION**

**A. Compensation and Methods of Payment**

- 1. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
- 2. The method of payment to the Contractor by HOST shall be in accordance with established HOST procedures for this Agreement line-item reimbursements. Invoice requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Invoices should be submitted within thirty (30) days of the actual service, expenditure, or payment of expense.
- 3. The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget
- 4. Invoice request shall be completed and submitted on or before the 15<sup>th</sup> of each month following the month services were rendered. Contractor shall use HOST's preferred invoice template, if requested HOST Financial Services may require a Cost Allocation Plan and budget narrative for detailed estimated description and allocation of funds. This is dependent upon funding source and program requirements.
- 5. Invoices shall be submitted to the HOST contractor online portal at <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Department-of-Housing-Stability/Partner-Resources/Contractor-Payment-Requests> or by US Mail to:

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

## **B. Invoicing Requirements**

1. To meet Government requirements for current, auditable books at all times, it is required that all vouchers be submitted monthly to HOST in order to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.
2. No more than four (4) vouchers may be submitted per contract per month, without prior approval from HOST.
3. All vouchers for all Agreements must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout.
4. City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.
5. For contracts subject to Federal Agreements, only allowable costs determined in accordance with 2 CFR 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 15<sup>th</sup> 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” and the “THR Pay Request Expense Log Template” should be included with each payment request to provide the summary and authorization required for reimbursement.

## **C. Payroll**

1. A summary sheet should be included to detail the gross salary of the employee, amount of the salary to be reimbursed, the name of the employee, and the position of the employee. If the employee is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be shown on the timesheet as described below. Two items are needed for verification of payroll: (1) the amount of time worked by the employee for this pay period; and (2) the amount of salary paid to the employee, including information on payroll deductions.
2. The amount of time worked will be verified with timesheets. The timesheets must include the actual hours worked under the terms of this contract, and the actual amount of time worked under other programs. The total hours worked during the period must reflect all actual hours worked under all programs including leave time.

The employee's name, position, and signature, as well as a signature by an appropriate supervisor, or executive director, must be included on the timesheets. If an electronic time system is used, signatures are not required. If the timesheet submitted indicates that the employee provided services payable under this contract for a portion of the total time worked, then the amount of reimbursement requested must be calculated and documented in the monthly reimbursement request.

3. A payroll registers or payroll ledger from the accounting system will verify the amount of salary. Copies of paychecks are acceptable if they include the gross pay and deductions.

#### **D. Fringe Benefits**

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

#### **E. General Reimbursement Requirements**

1. Invoices: All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Contractor and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed, and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
2. Mileage: A detailed mileage log with destinations and starting and ending mileage must accompany mileage reimbursement. The total miles reimbursed and per mile rate must be stated. Documentation of mileage reimbursement to the respective employee must be included with the voucher request.
3. Cell Phone: If the monthly usage charge is exceeded in any month, an approval from the Executive Director or designee will be required.

4. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to HOST and reflected in the contract budget.
5. Service Period and Closeout: All reimbursed expenses must be incurred during the time period within the contract. The final payment request must be received by HOST within thirty (30) days after the end of the service period stated in the contract.

**F. Program Income**

1. For contracts subject to Federal Agreements, program income includes, without limitation, income from fees for services performed, from the use or rental of real or personal property acquired with contract funds, from the sale of commodities or items fabricated under a contract agreement, and from payments of principal and interest on loans made with contract funds.
2. Program income may be deducted from total allowable costs to determine net allowable costs and may be used for current reimbursable costs under the terms of this contract. Program income which was not anticipated at the time of the award may be used to reduce the award contribution rather than to increase the funds committed to the project. ALL PROGRAM INCOME GENERATED DURING ANY GIVEN PERIOD SUBMITTED FOR PAYMENT SHALL BE DOCUMENTED ON THE INVOICE REQUEST.
3. The Contractor, at the end of the program, may be required to remit to the City all or a part of any program income balances (including investments thereof) held by the Contractor (except AS PRE-APPROVED IN WRITING BY HOST, INCLUDING those needed for immediate cash needs).

**G. Budget Modification Requests**

1. HOST may, at its option, restrict the transfer of funds among cost categories, programs, functions, or activities at its discretion as deemed appropriate by program staff, HOST executive management or its designee.
2. Budget Modifications may be required for changes related to increase or decrease of individual budget line items within an approved budget, to add budget line items, or to make changes to a budget narrative. A budget modification can adjust the award amount available for purposes outlined within the executed contract but cannot increase or decrease the total contract amount or assign resources to a purpose not already included in the original contract agreement.
3. Budget modifications will require submittal of written justification and new budget documents by the Contractor. These budget documents will require approval by HOST program, contracting and financial staff.
4. The Contractor understands that any budget modification requests under this Agreement must be submitted to HOST after the 30 days from the contract Agreement start date and before the last Quarter of the fiscal period, unless waived in writing by the HOST Deputy Director or their designee.



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

#### **H. Contract Amendments**

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

#### **I. Financial Management Systems**

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

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

#### **J. Monitoring Requirements**

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

#### **K. Audit Requirements**

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

#### **L. Procurement**

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

**M. Bonding**

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

**N. Records Retention**

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

**O. Contract Close-Out**

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

**P. Collection of Amounts Due**

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

**X. Budget**

Contract Program Budget Summary					
<b>Contractor Name:</b>		The Gathering Place			
<b>Project :</b>		Micro Community - Elati	City Contract #:	HOST 202476000	
<b>Budget Term:</b>		6/1/2024-4/30/2025			
<b>Program/Fiscal Year:</b>		2024			
Budget Category	DOLA THR Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Personnel: Job Title	Amount	HOST Total	Amount	%	
Residential Program Director	\$85,529	\$85,529	\$85,529	100.00%	Full-time 1.0 FTE salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: Provide program vision, direction, and planning. Recruit and hire staff. Lead housing program. Supervise Wellness Navigator and Case Managers. Oversee HMIS documentation and reporting. Support client assistance budget management. Hourly. Supervise Residential Program Manager. Manage outcome reporting and budget tracking. Collaborate with community stakeholders. Salaried.
Residential Program Manager	\$98,723	\$98,723	\$98,723	100.00%	Full-time 2.0 FTE hourly will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: Provide program design and management. Recruit and hire staff. Supervise Resource Navigators. Manage outcome reporting. Hourly.
Resource Navigators	\$313,990	\$313,990	\$313,990	100.00%	Full-time 6.5 FTE hourly will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: Provide residents with basic necessities such as food, hygiene supplies, and clothing. Connect residents with internal and external resources to remove barriers and support long-term stability. Hourly. Full-time and on cal support.

Budget Category	DOLA THR Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Case Manager	\$118,750	\$118,750	\$118,750	100.00%	Full-time 3.0 FTE salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: Housing navigation. Coordinated Entry (OneHome) enrollment and assessment. HMIS documentation for resident data, services provided, and exits from the program. Provide employment navigation and access to training and certification programs. Benefit navigation and acquisition. Financial literacy. Hourly.
Facilities Coordinator	\$51,101	\$51,101	\$51,101	100.00%	Full-time 1.0 FTE hourly will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: Maintenance of community buildings, appliances, and grounds. Clean units after residents exit. Coordinate services with outside vendors.
<b>Total Salary:</b>	<b>\$668,093</b>	<b>\$668,093</b>	<b>\$668,093</b>	100.00%	
<b>Fringe Benefits</b>	<b>\$66,809</b>	\$66,809	\$66,809	100.00%	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please refer to the scope of work section Financial Administration-Fringe Benefits.
<b>Total Salary and Fringe Benefits:</b>	<b>\$734,902</b>	<b>\$734,902</b>	<b>\$734,902</b>	100.00%	
<b>Other Direct Costs</b>	Amount	Subtotal	Amount	%	
Program Supplies	\$6,000	\$6,000	\$6,000	100.00%	Including but not limited to staff computers, printers, computer lab furniture, office furnishings, and community building furniture.
Translation and Interpretation	\$500	\$500	\$500	100.00%	Translation of printed client materials. Telephonic and video interpretation line for non-English speakers and hearing impaired clients @ approx \$2.00/ minute x 250 minutes. Partnership with Community Language Collaborative.

Budget Category	DOLA THR Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Transportation	\$5,000	\$5,000	\$5,000	100.00%	Bus passes and ride shares for travel to medical and behavioral healthcare, job interviews, apartment tours, TGP's day-center to access other resources and programming. Maintain log with client signature
Facilities	\$182,273	\$182,273	\$182,273	100.00%	Including but not limited to- monthly pest control, plumbing, other facility maintenance provided by vendors, supplies and tools for grounds and unit maintenance, fencing repairs, and lighting replacement.
Client Support	\$20,000	\$20,000	\$20,000	100.00%	HOST- eligible client support costs to reduce barriers to stability and housing, such as vital documents. provide direct client support including transportation fees, workforce support, and application assistance. Does not include direct financial assistance.
Financial Assistance	\$50,000	\$50,000	\$50,000	100.00%	Rental applications fees and security deposits. May be program specific-Eligible Costs may include Rental application fees, security deposits first and last month's rent, utility deposits, utility payments and moving costs. Not included in indirects.
Staff Training and Development,	\$5,000	\$5,000	\$5,000	100.00%	Education and training to include but not limited to harm reduction, trauma-informed care, de-escalation, CPR, first-aid, and other trainings relevant to service delivery
Recovery and stability group facilitation	\$1,000	\$1,000	\$1,000	100.00%	Facilitation fees for community partners or members who design and lead supportive groups. These are ad -hoc as needed
Sub - Contractor	\$100,000	\$100,000	\$100,000	100.00%	Crown Security - overnight security contractor. Not included in indirect cost.
<b>Total Other Direct Costs</b>	<b>\$369,773</b>	<b>\$369,773</b>	<b>\$369,773</b>	<b>100.00%</b>	
<b>Total Salaries, Fringe and Other Direct Costs</b>	<b>\$1,104,675</b>	<b>\$1,104,675</b>	<b>1,104,675</b>	<b>100.00%</b>	
<b>Indirect Costs</b>					
<b>Indirect Costs</b>	\$97,968.00	\$97,968	\$97,968	100.00%	Indirect calculated 10 % of Salaries, Fringe and Other Direct Costs less financial assistance and \$75000 sub contractor fees
<b>Grand Total</b>	<b>1,202,643</b>	<b>1,202,643</b>	<b>\$1,202,643</b>	<b>100.00%</b>	

**Appendix A**  
**Responsibility Matrix of Facility Related Services**

	<i>Responsible Party</i>
Xcel Electric/Gas/Steam	Contractor
Denver Water	Contractor
Wastewater/Storm Sewer	Contractor
Janitorial (incl. Janitorial Supplies/Placing Trash in Dumpsters)	Contractor
Exterior litter pickup (including all pet relief)	Contractor
Common Areas Maintenance- (e.g., offices, showers, laundry, community area, smoking area, and pet run areas)	Contractor
Fire System (sprinklers, inspections)	N/A
Fire Alarm Monitoring & Fire Phone Line	N/A
Smoke detectors / CO detectors	Contractor
Fire Extinguishers (inspections)	City*
Security System hardware other than cameras /software, if applicable	Contractor
Security System Monitoring, if applicable	Contractor
Security System Phone Line, if applicable	City*
Security Cameras, if applicable	City*
Security Patrol, if applicable	Contractor
Stationary Security Guard, if applicable	Contractor
Telecom- Land Lines, if applicable	City*
Telecom- Cable TV	Contractor
Telecom – Wi-Fi	Contractor
Mechanical (HVAC) Maintenance	City*
Electrical Maintenance incl. generator, transformer, if any	City*
Plumbing/Sewer (Fixtures, Drains)	City* (structural or mechanical maintenance or replacement)
Minor maintenance (i.e., plugged toilets, hand washing stations, laundry areas, bathroom repairs, shower repairs, changing light bulbs, any other repairs not involving specialized tools)	Contractor
Fence Maintenance and Repair	Contractor
PTAC Units	City*
Pest Control and Bed Bug Treatments	Contractor
Appliance Service and Repairs	Contractor

Trash Hauling from Dumpsters (regular ongoing, not excess)	Contractor
Snow Removal- perimeter sidewalks, walkways, and entries to all structures	Contractor
Landscaping & Irrigation; if applicable	City*
Parking Lot Repair and Maintenance	N/A
Sidewalk Concrete Repair and Maintenance	City*
Exterior lighting (pole lighting)	City*
Windows and doors	City*
Structural and roof (micro-unit and community structures)	City*
Storage Containers Cleaning and Basic Maintenance	Contractor
Damages caused by Contractor's invitees	Contractor
Other services not delineated in the agreement	Contractor

\*If any damage is caused by Contractor or its invitees (including any pets, if any) Contractor pays for repair.

Contractor is The Gathering Place.





<b>State Agency</b> Department of Local Affairs, for the benefit of the Division of Housing	<b>Agreement Number</b> H4HRG23129 CMS # 185339		
<b>Grantee</b> City and County of Denver <b>UEI/SAMS Number:</b> ELJXJKWTN8S5	<b>Agreement Performance Beginning Date</b> The later of the Effective Date or October 1, 2023 <b>Initial Agreement Expiration Date</b> September 30, 2026		
<b>Agreement Maximum Amount</b> \$7,163,164.00	<b>Fund Expenditure End Date</b> September 30, 2026		
<b>Agreement Authority</b> Authority for this Agreement arises from §24-32-721, C.R.S., and Colorado House Bill 22-1377 Authority exists in the law and funds have been budgeted, appropriated and otherwise made available pursuant to Section 3206 of the “American Rescue Plan Act of 2021” (the “SLFRF Statute”) and a sufficient unencumbered balance thereof remains available for payment and the required approvals, clearance, and coordination have been accomplished from and with appropriate agencies.			
<b>Agreement Purpose</b> Transformational Homelessness Response (THR) – Emergency Shelter			
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> <li>1. Exhibit A, Statement of Work.</li> <li>2. Exhibit B, Sample Option Letter.</li> <li>3. Exhibit C, Budget.</li> <li>4. Exhibit D, Federal Provisions.</li> <li>5. Exhibit E, Agreement with Subrecipient of Federal Recovery Funds</li> <li>6. Exhibit F, SLFRF Subrecipient Quarterly Report</li> <li>7. Exhibit G, Sample SLFRF Reporting Modification Form</li> <li>8. Exhibit H, Applicable Laws</li> <li>9. Exhibit I, Reserved</li> <li>10. Exhibit J, PII Certification</li> <li>11. Form 1, Sample Residency Declaration</li> </ol> <p>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> <li>1. Exhibit D, Federal Provisions</li> <li>2. Exhibit E, Agreement with Subrecipient of Federal Recovery Funds</li> <li>3. Colorado Special Provisions in §17 of the main body of this Agreement.</li> <li>4. The provisions of the other sections of the main body of this Agreement.</li> <li>5. Exhibit A, Statement of Work.</li> <li>6. Exhibit J, PII Certification</li> <li>7. Exhibit I, Reserved</li> <li>8. Exhibit Exhibit H, Applicable Laws</li> <li>9. Exhibit B, Sample Option Letter.</li> <li>10. Exhibit C, Budget.</li> <li>11. Exhibit F, SLFRF Subrecipient Quarterly Report</li> <li>12. Exhibit G, Sample SLFRF Reporting Modification Form</li> <li>13. Form 1, Sample Residency Declaration</li> </ol>			
<b>Principal Representatives</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">                     For the State:                      Alison George, Director                      Division of Housing                      Department of Local Affairs                      1313 Sherman Street, Rm.320                      Denver, CO 80203                      alison.george@state.co.us                 </td> <td style="width: 50%; border: none;">                     For Grantee:                      Jamie Rife, Executive Director                      City and County of Denver                      Department of Housing Stability                      201 W. Colfax Avenue                      Denver, CO 80202                      Jamie.rife@denvergov.org                 </td> </tr> </table>		For the State: Alison George, Director Division of Housing Department of Local Affairs 1313 Sherman Street, Rm.320 Denver, CO 80203 alison.george@state.co.us	For Grantee: Jamie Rife, Executive Director City and County of Denver Department of Housing Stability 201 W. Colfax Avenue Denver, CO 80202 Jamie.rife@denvergov.org
For the State: Alison George, Director Division of Housing Department of Local Affairs 1313 Sherman Street, Rm.320 Denver, CO 80203 alison.george@state.co.us	For Grantee: Jamie Rife, Executive Director City and County of Denver Department of Housing Stability 201 W. Colfax Avenue Denver, CO 80202 Jamie.rife@denvergov.org		

Exhibit D

**FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD**

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is <u>not</u> the amount of this grant agreement)	\$3,828,761,790

\* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

Exhibit D

<p style="text-align: center;"><b>GRANTEE</b> CITY AND COUNTY OF DENVER</p> <p style="text-align: center;">DocuSigned by: <i>Jamie Rife</i> <small>60D2955B3D92449...</small></p> <p>By: _____ Jamie Rife, Executive Director</p> <p>Date: <u>5/24/2024   9:15 AM MDT</u></p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Maria De Cambra, Executive Director</p> <p style="text-align: center;">DocuSigned by: <i>Maria De Cambra</i> <small>098D015EDE27455...</small></p> <p>By: _____ Maria De Cambra, Executive Director</p> <p>Date: <u>5/24/2024   12:49 PM MDT</u></p>
	<p style="text-align: center;"><b>DIVISION OF HOUSING</b> Contracting Reviewer</p> <p style="text-align: center;">DocuSigned by: <i>Kristin Toombs</i> <small>085E27694A9C4BB...</small></p> <p>By: _____ Kristin Toombs, Director for Office of Homeless Initiatives</p> <p>Date: <u>5/24/2024   12:48 PM MDT</u></p>
<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p style="text-align: center;">DocuSigned by: <i>Beulah Messick - DOLA</i> <small>090ACD88A721474...</small></p> <p>By: _____ Beulah Messick, Controller Delegate</p> <p>Effective Date: <u>5/24/2024   9:08 PM MDT</u></p>	

Exhibit D

**TABLE OF CONTENTS**

	COVER PAGE	1
	SIGNATURE PAGE	3
1.	PARTIES	4
2.	TERM AND EFFECTIVE DATE	4
3.	DEFINITIONS	6
4.	STATEMENT OF WORK	9
5.	PAYMENTS TO GRANTEE	9
6.	REPORTING - NOTIFICATION	11
7.	GRANTEE RECORDS	12
8.	CONFIDENTIAL INFORMATION-STATE RECORDS	13
9.	CONFLICTS OF INTEREST	14
10.	INSURANCE	15
11.	BREACH OF AGREEMENT	18
12.	REMEDIES	18
13.	DISPUTE RESOLUTION	20
14.	NOTICES AND REPRESENTATIVES	21
15.	RIGHTS IN WORK PRODUCT AND OTHER INFORMATION	21
16.	GENERAL PROVISIONS	22
17.	COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)	26

**1. PARTIES**

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Grantee and the State agree to the terms and conditions in this Agreement.

**2. TERM AND EFFECTIVE DATE**

**A. Effective Date**

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit Insert Exhibit Number.

**B. Initial Term**

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

**C. Extension Terms - State’s Option**

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less

## Exhibit D

at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Grantee in a form equivalent to Sample Option Letter attached to this Agreement.

**D. End of Term Extension**

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

**E. Early Termination in the Public Interest**

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by 12.A.i.

**i. Method and Content**

The State shall notify Grantee of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

**ii. Obligations and Rights**

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §12.A.i.a

**iii. Payments**

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of allowable actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

**F. Grantee’s Termination Under Federal Requirements**

Grantee may request termination of this Grant by sending notice to the State which includes the reasons for the termination and the effective date of the termination. If this Grant is

## Exhibit D

terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Agreement”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **“Agreement Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- C. **“Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- D. **“Breach of Agreement”** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- E. **“Budget”** means the budget for the Work described in **Exhibit C**.
- F. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- G. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- H. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- I. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- J. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.
- K. **“End of Term Extension”** means the time period defined in **§2.D**.
- L. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- M. **“Extension Term”** means the time period defined in **§2.C**.
- N. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement Agreement, under the Federal Acquisition Regulations or by a formula or block grant, by a

## Exhibit D

Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to an Agreement or payments to an individual that is a beneficiary of a Federal program.

- O.** “**Federal Awarding Agency**” means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which is the subject of this Agreement.
- P.** “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- Q.** “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- R.** “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et seq.* C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- S.** “**Initial Term**” means the time period defined in §2.B.
- T.** “**Matching Funds**” means the funds provided Grantee as a match required to receive the Grant Funds.
- U.** “**Party**” means the State or Grantee, and “**Parties**” means both the State and Grantee.
- V.** “**PCI**” means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by state or federal law.
- W.** “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- X.** “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.



## Exhibit D

- Y.** “**Project**” means the overall project described in **Exhibit A** including, without limitation, the Work and the Services.
- Z.** “**Recipient**” means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.
- AA.** “**Services**” means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- BB.** “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- CC.** “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- DD.** “**State Fiscal Year**” means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- EE.** “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- FF.** “**Subcontractor**” means third parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of grant funds.
- GG.** “**Subject Property**” means real property that Grant Funds are used to acquire; or to which Grant Funds are used to make on-site improvements; or on which Grant Funds are used to construct, rehabilitate, clear, or demolish improvements.
- HH.** “**Subrecipient**” means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Grantee is a Subrecipient.
- II.** “**Tax Information**” means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- JJ.** “**Uniform Guidance**” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- KK.** “**Work**” means the Goods delivered and Services performed pursuant to this Agreement.

## Exhibit D

**LL.** “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

### 4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

### 5. PAYMENTS TO GRANTEE

#### A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Cover Page of this Agreement.

#### B. Payment Procedures

##### i. Invoices and Payment

- a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in **Exhibit A**.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

##### ii. Interest

Amounts not paid by the State within 45 days of the State’s acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day’s interest to be paid and the interest rate.

##### iii. Payment Disputes

## Exhibit D

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

### iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

### v. Federal Recovery

The closeout of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

## C. Matching Funds

Grantee shall provide Matching Funds as provided in **§5.A** and **Exhibit A**. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in **Exhibit A** has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

## Exhibit D

### D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in **Exhibit A** and **§5.A** for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement with written approval from the State. The change shall not modify the total maximum amount of this Agreement, the maximum amount for any State fiscal year, or modify any requirements of the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit A. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
- ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

### E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete closeout, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State may withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted

## 6. REPORTING – NOTIFICATION

### A. Periodic Reports

In addition to any reports required pursuant to **§§6, 7 & 16** of this Agreement, Grantee shall comply with all reporting requirements of **Exhibit A**.

### B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

### C. Performance and Final Status

## Exhibit D

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

### D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

## 7. GRANTEE RECORDS

### A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of five years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

### B. Inspection

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

### C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

## Exhibit D

## D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

**8. CONFIDENTIAL INFORMATION-STATE RECORDS**

## A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Agreement as an Exhibit, if applicable; **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI; and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Agreement, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative.

## B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

## C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided

## Exhibit D

to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

### D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

### E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

## 9. CONFLICTS OF INTEREST

### A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

### B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

### C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly

## Exhibit D

submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

**10. INSURANCE**

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

**A. Workers' Compensation**

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

**B. General Liability**

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

**C. Automobile Liability**

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

**D. Cyber/Network Security and Privacy Liability**

This section  shall |  shall not apply to this Agreement

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

**E. Professional Liability Insurance**

This section  shall |  shall not apply to this Agreement

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

**F. Crime Insurance**



## Exhibit D

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §10.A through §10.E above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

H. Property Insurance

If Grant Funds are provided for the acquisition, construction, or rehabilitation of real property, insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called “all risk” form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Properties, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantee will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

I. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §10.H above, or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

J. Builder’s Risk Insurance

This section  shall  shall not apply to this Agreement

Grantee and/or Subcontractor shall purchase and maintain property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- i. The insurance shall include interests of the property owner, Grantee, and Subcontractors in the Project as named insureds.

## Exhibit D

- ii. All associated deductibles shall be the responsibility of the Grantee, and Subcontractor. Such policy may have a deductible clause but not to exceed \$10,000.
- iii. Property insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee’s and Subcontractor’s services and expenses required as a result of such insured loss.
- iv. Builders Risk coverage shall include partial use by Grantee and/or property owner.
- v. The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

## K. Pollution Liability Insurance

If Grantee and/or its Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. The Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee’s Subcontractor.

## L. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction Agreements require additional insured coverage for completed operations) required of Grantee and Subcontractors.

## M. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Grantee or the State.

## N. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within seven days of Grantee’s receipt of such notice.

## O. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

## P. Public Entities

## Exhibit D

If Grantee is a “public entity” within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the “GIA”), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Agreement, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor’s obligations under the GIA.

Q. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee’s insurance coverage required in this Agreement within seven Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if Grantee’s Subcontractor is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee’s execution of the Subcontractor. No later than 15 days before the expiration date of Grantee’s or any Subcontractor’s coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

## 11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

## 12. REMEDIES

### A. State’s Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

#### i. Termination for Breach

In the event of Grantee’s uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal

## Exhibit D

Awarding Agency, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and Subcontractors with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or Subcontractors. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

## Exhibit D

## b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

## c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

## d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

## e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Grantee; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

## B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

**13. DISPUTE RESOLUTION**

## A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement, which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

## B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within ten Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall

## Exhibit D

apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

**14. NOTICES AND REPRESENTATIVES**

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

**15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION****A. Work Product****i. Copyrights**

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Grantee hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Grantee cannot make any of the assignments required by this section, Grantee hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

**ii. Patents**

In addition, Grantee grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Grantee that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

**iii. Assignments and Assistance**

## Exhibit D

Whether or not Grantee is under Agreement with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

### B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

### C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

## 16. GENERAL PROVISIONS

### A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

### B. Subcontractors

Grantee shall not enter into any subgrant or Subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or Subcontract upon request by the State. All subgrants and Subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Grantee enters into a Subcontract or subgrant would also be considered a Subrecipient, then the Subcontract or subgrant entered into by Grantee shall

## Exhibit D

also contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontract in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Agreement, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

i. By the Parties

The State, at its discretion, shall have the option to unilaterally extend the Initial Agreement Expiration Date, change the Agreement Maximum Amount, and in the Statement of Work (**Exhibit A**), adjust the Project Budget, modify the Service Area, the Milestones, the



## Exhibit D

Responsible Administrator, the Payment Schedule, and the Remittance Address through an Option Letter in a form substantially similar to **Exhibit B**, properly executed and approved in accordance with applicable State laws, regulations, and policies. Modifications other than by Option Letter shall not take effect unless agreed to in writing by both parties in an amendment to this Agreement properly executed and approved in accordance with State laws, regulations, and policies.

ii. By Operation of Law

This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

iii. Items not Requiring Modification - Consents

Where the terms of this Agreement require the Grantee to obtain the consent of the Division of Housing, the Division Director or their delegate shall be authorized to provide such consent.

J. Jurisdiction and Venue

[Reserved].

K. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

M. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

N. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

O. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political

## Exhibit D

subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

P. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in § 17.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

Q. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

R. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

S. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

T. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

U. Indemnification [Reserved]

V. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

W. Accessibility

i. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the

## Exhibit D

Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

- ii. [Reserved]. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

## 17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

### A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

### B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

### C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

### D. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent contractor, and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

### E. COMPLIANCE WITH LAW.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

## Exhibit D

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

**J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

**[Not applicable to intergovernmental agreements]** Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other Agreements, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

Exhibit D

**18. RESTRICTIONS ON PUBLIC BENEFITS**

This section  shall |  shall not apply to this Agreement

Grantee shall confirm that any individual natural person is lawfully present in the United States pursuant to 8 U.S.C. §§1601 *et seq.* when such individual applies for public benefits provided under this Agreement by requiring the applicant to:

- B. Produce a verification document in accordance with 62 Fed. Reg. 221 (November 17, 1997), pp. 61,363 - 61,371; and,
- C. Execute a Residency Declaration, attached as Form 1, or a substantially similar form as determined by the State.

## Exhibit D

H4HRG23129

**EXHIBIT A**  
**STATEMENT OF WORK**  
**TRANSFORMATIONAL HOMELESSNESS RESPONSE**

**1. GENERAL REQUIREMENTS**

- 1.1. Program Description.** The Transformational Homelessness Response (THR) grant program (the “Program”) aims to quickly connect people experiencing homelessness with services, treatment, and temporary and permanent housing to put them on a path to economic self-sufficiency. The Program provides funding for program models and activities including outreach support, emergency shelters, transitional housing, recovery care and related residential programs, training and employment service programs, and permanent housing with wraparound supportive services. The Program also provides funding for systems improvement activities including data collection, management, analysis, system integration, coordination, and resource utilization acceleration. The goal of the Program is to fundamentally shift the landscape of homelessness in communities across Colorado by transforming systems, programs, and outcomes. Grant awards must go beyond maintaining current operations for projects that currently exist while being responsive to the one-time nature of the funding provided. Grant funds may only be used for Eligible Activities as defined in **§5.2.3 (Descriptions of Uses)** and listed in **§5.2.2 (Project Budget)** of this **Exhibit A**. Grantee is responsible for completion of the Project and submission of all required reporting and other documentation in the manner and timeframes set forth herein.
- 1.2. Preference.** The individuals prioritized by the grant opportunity are those that but for this project will most likely not resolve their homelessness on their own. In particular, this includes individuals with long lengths of homelessness with complex needs and who are not currently connected to other homeless shelters or programs.
- 1.3. Service Area.** Grantee’s performance of services shall occur in: City and County of Denver, State of Colorado. Grantee may also serve individuals referred to them including through their regional Coordinated Entry Systems, even if that individual or household currently lives outside this service area.
- 1.4. Grantee’s Obligations.**
- 1.4.1.** Grantee shall implement the Project, administer this Agreement, and provide required documentation to the State as specified herein.
- 1.4.2.** Grantee shall enter into written agreement(s), the content of which meet DOH’s requirements, with the following individuals or entities prior to disbursing any funds:
- 1.4.2.1.** Any Subcontractor engaged by Grantee to aid in performance of the Work.
- 1.4.3. Assignment.** Grantee’s rights and obligations under this **Exhibit A** are personal and may not be transferred or assigned without the prior, written consent of DOH. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee’s rights and obligations approved by the State shall be subject to the provisions of this Agreement.

## Exhibit D

- 1.4.4. Time of Performance.** Grantee shall commence performance of its obligations on the Performance Beginning Date and complete its obligations on or before the Initial Agreement Expiration Date, both of which are listed on the Cover Page of the Grant Agreement. Time of Performance may be extended in accordance with §2C of the main body of this Agreement. To initiate the extension process, Grantee shall submit a written request to DOH Key Personnel at least 60 days prior to the Initial Agreement Expiration Date, and shall include a full justification for the extension request.
- 1.4.5. Services Standards.** For grantees awarded funds to provide services, grantee shall provide services in a manner consistent with the following standards:
- 1.4.5.1.** Grantee shall have a staff-to-participant ratio of no less than one case manager to every 15 households for any component of the project that includes housing, such as transitional or supportive housing, as well as no fewer than one case manager to every 30 households in shelter or community-based programming, with preference for a 1:15 case management to participant ratio for all program components.
  - 1.4.5.2.** Staff should have relevant professional accreditations, education, and experience to implement both holistic and housing-focused services. Staff should be community-based and multi-disciplinary when possible.
  - 1.4.5.3.** Services should be implemented using best practice models, including Housing First, Harm Reduction, Motivational Interviewing, and Trauma-Informed Care (see Definitions). Other services and treatment models may be coordinated with or incorporated into the services programming based on the individuals served. The delivery of all services should be guided by the principles of cultural competence, recovery, and resiliency, with an emphasis on building individuals' strengths and resources in the community, with family, and with peer/social networks.
  - 1.4.5.4.** Services and delivery of the supports should be adjusted appropriately based on the intended population(s) the project will serve.
- 1.4.6. Habitability Standards.** Temporary housing units or shelter facilities must meet HUD's habitability standards defined in 24 CFR part 576.403(c). Documentation of meeting minimum standards must be maintained in households' files. Grantees may use ESG Habitability Standards Checklist found at: <https://www.hudexchange.info/resource/3766/esg-minimum-habitability-standards-for-emergency-shelters-and-permanent-housing/> or an equivalent checklist.
- 1.4.7. Housing Quality Standards (HQS)** are required both at initial occupancy and during the duration of housing assistance for Supportive Housing, Rapid Re-Housing, or Prevention programs.
- 1.4.8. Collaboration.** Grantees shall work collaboratively with community-based partners and referral sources as necessary to ensure that all Households served acquire and maintain housing as efficiently as possible. For example, the grantee

## Exhibit D

may attend and participate in case conferencing meetings to identify eligible Households for the Project and assist in process improvements as necessary, or the grantee may work in conjunction with the project voucher administrator and property management as necessary to ensure the intentions and outcomes of this Agreement.

**1.4.9. Homeless Management Information System:** Grantee shall utilize the local Continuum of Care (CoC) Homeless Management Information System (HMIS) for intake, program enrollment, move-in (if applicable), service provision (if applicable), annual assessments, and exit data collection. If Grantee does not have access to CoC HMIS, Grantee shall seek approval from DOH to partner with an agency that has access. Grantee agrees to fully comply with all HMIS rules and regulations including, without limitation, the following:

- 1.4.9.1. Grantee shall perform data entry within five (5) days of intake, program enrollment, move-in (if applicable), service provision (if applicable), and discontinuance of participation by a Household.
- 1.4.9.2. Grantee shall run regular data quality checks to ensure data is accurate.
- 1.4.9.3. Grantee shall sign all required CoC HMIS agreements and adhere to all CoC HMIS policies and procedures. (These agreements are available from the CoC HMIS administrator for each CoC.)
- 1.4.9.4. Grantee shall submit and update data in the HMIS Database as requested/necessary to complete performance reports (per §7.3 of this Exhibit A), as well as any other reports required by the CoC.
- 1.4.9.5. Grantee shall provide other information as requested by DOH for reporting and program evaluation purposes including, without limitation, the number of Households, the status of each Household, the location of units, the progress of the Households, and any other information deemed relevant by DOH.
- 1.4.9.6. Grantee shall ensure there is a current HMIS Client Consent Form on file for each Household.

**2. DEFINITIONS:** The following terms pertain to the Statement of Work, and shall be construed and interpreted as follows:

- 2.1. **Area Median Income.** The Department of Housing and Urban Development (HUD) sets income limits that determine eligibility for assisted housing programs including the Public Housing, Section 8 project-based, Section 8 Housing Choice Voucher, Section 202 housing for the elderly, and Section 811 housing for persons with disabilities programs. HUD develops income limits based on Median Family Income estimates and Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county. DOH sets voucher payment standards annually using HUD income limits.
- 2.2. **Behavioral Health.** “Behavioral Health” is the scientific study of the emotions, behaviors and biology relating to a person’s mental well-being, their ability to function in everyday life and their concept of self. Behavioral health conditions include: substance use disorders;



## Exhibit D

alcohol and drug addiction; and serious psychological distress, including suicide ideation and mental disorders.

- 2.3. **Beneficiaries.** “Beneficiaries” shall mean the persons and/or households who are the end users that benefit from the Project.
- 2.4. **Comparable Database.** “Comparable Database” is a database that meets all Homeless Management Information System (HMIS) Data Standards and does so in a method that protects the safety and privacy of the survivor. Comparable databases are used by “Victim Service Providers” (i.e., non-profit organizations whose primary mission is to provide services to survivors of domestic violence, dating violence, sexual assault, or stalking).
- 2.5. **Continuums of Care.** “Continuums of Care” are regional planning bodies which organize and deliver housing and services within their communities. There are four CoCs in Colorado: the Metro Denver Homeless Initiative (Denver, Boulder, Arapahoe, Douglas, Jefferson, and Adams counties), Pikes Peak CoC (El Paso County), Northern Colorado CoC (Larimer and Weld counties), and the Balance of State CoC (the 54 remaining counties grouped into 10 regional coalitions).
- 2.6. **Coordinated Entry.** “Coordinated Entry” is a system operated by each CoC in which the goal is to create and maintain a by-name list of every assessed individual or family experiencing homelessness in that CoC’s region so that they can be prioritized and matched with the most appropriate and available housing resource.
- 2.7. **DOH.** “DOH” means the Colorado Department of Local Affairs, Division of Housing.
- 2.8. **Harm Reduction.** “Harm Reduction” means a set of practical approaches aimed to reduce the harm associated with substance use rather than on the prevention of substance use itself. Harm reduction approaches recognize that individuals can be at different stages of recovery and that effective interventions should be individually tailored to each individual’s stage. Such strategies have been effective in reducing morbidity and mortality for such individuals by incorporating strategies from safer use, to managed use, to abstinence. Individuals are allowed to make choices about use and treatment, and regardless of the choices, are not treated adversely, housing status is not threatened, and help continues to be available.
- 2.9. **Homeless or Experiencing Homelessness.** “Homeless” or “Experiencing Homelessness” refers to a household that is living unsheltered, in a place not meant for human habitation or in a homeless shelter, or is at risk of losing their housing within 14 days. Homelessness is defined as living in a place not meant for human habitation, in emergency shelter, in temporary housing (e.g. - safe haven, transitional housing, bridge housing, or rapid rehousing), or exiting an institution where the person temporarily resided.
- 2.10. **Homeless Management Information System (HMIS).** “Homeless Management Information System” is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards.

## Exhibit D

- 2.11. Housing First.** “Housing First” is a proven approach that prioritizes non-time limited housing to people experiencing homelessness, thus ending their homelessness. Housing First recognizes that housing is a platform from which individuals can pursue personal goals and improve quality of life. This approach is guided by the belief that people need basic necessities, such as food and housing, before attending to other goals, such as employment, budgeting, or substance use treatment. Unlike “Housing Ready” or “Housing Next” or “Treatment First” models, Housing First positions housing as an immediate priority for people experiencing homelessness. Numerous models complement Housing First, such as Harm Reduction, low barrier programming, trauma-informed approaches, and individual choice.
- 2.12. HUD.** “HUD” is the United States Department of Housing and Urban Development.
- 2.13. Inclusion, diversity, equity, and accessibility (IDEA).** “Inclusion, diversity, equity, and accessibility (IDEA)” are terms used to define efforts to outreach to and include diverse communities, organizations, and individuals who identify with diverse backgrounds, including but not limited to ethnicity, race, language, national origin, sexual orientation, gender identity and expression, and ability.
- 2.14. Indirect Costs.** “Indirect Costs” means those costs that have been incurred for shared or joint objectives and cannot be readily identified with any particular activity. After direct costs have been determined and assigned directly to the grant award, or other work as appropriate, indirect costs are those that remain to be allocated. Examples include: office rent, utility, insurance, maintenance, and other expenditures related to shared space; administrative and executive team functions that support multiple program areas; and purchases, transportation, and staff expenses that benefit multiple program areas. Further guidance on indirect costs is provided in 2 CFR Part 200, Subpart E.
- 2.15. Motivational Interviewing.** “Motivational Interviewing (MI)” is a collaborative, person-centered form of guiding to elicit and strengthen motivation for change by exploring and resolving ambivalence. MI is considered to be an evidence-based practice that has proven to be successful.
- 2.16. Other Funds.** “Other Funds” means funding provided or to be provided by other federal, state, local, or private sources for the Project. Other Funds are good faith estimates and do not include Grant Funds.
- 2.17. Project Close-Out Date.** “Project Close-Out Date” shall mean the date DOLA determines the Project is complete as identified in writing to the Grantee.
- 2.18. Recovery Care.** “Recovery Care” are services provided for individuals with Substance Use Disorders (SUDs). These services focus on improving health outcomes and self-sufficiency that allow individuals to reach their full potential.
- 2.19. Recovery Care Residential Programs** “Recovery Care Residential Programs” provide residential services and/or treatment for individuals experiencing homelessness so that they can receive recovery care services, as defined above.
- 2.20. Rental Assistance.** “Rental Assistance” means Housing Assistance Payments (HAP) paid on behalf of households by a Public Housing Authority (PHA) directly to property owners/landlords. Rental Assistance is non-time limited and units must meet HQS

Exhibit D

standards before rental assistance payments can be made. Rental Assistance must follow the PHA’s Voucher Administrative Plan policies, procedures and regulations.

- 2.21. **Substantial Completion.** “Substantial Completion” means that Grantee has achieved the milestones and targets identified in §3 (Deliverables) of this Exhibit A through the delivery of approved services as identified in §5.2.3 (Descriptions of Uses) of this Exhibit A to Households identified in §1.2 of this Exhibit A.
- 2.22. **Supportive Housing.** “Supportive Housing,” also known as Permanent Supportive Housing (PSH), means decent, safe, affordable, community-based housing that provides tenants with the rights of tenancy, Tenancy Support Services, and links to other intensive supportive services using best practices, particularly the Housing First model, as well as Harm Reduction and Trauma-informed approaches. Supportive Housing is designed to allow tenants to live as independently as possible.
- 2.23. **Trauma-Informed Care.** “Trauma-Informed Care” is an approach to the delivery of behavioral health services that includes an understanding of trauma and an awareness of the impact it can have across settings, services, and populations. It involves viewing trauma through a cultural lens and recognizes that context plays a significant role in how individuals perceive and process traumatic events. A trauma-informed approach realizes the widespread impact of trauma; understands potential paths for healing; integrates knowledge of trauma into policies and practices; and seeks to actively prevent re-traumatization.

3. DELIVERABLES

- 3.1. **Outcome.** Full implementation of the Project and achievement of all Performance Measures.
- 3.2. **Performance Milestones.** Grantee shall achieve each of the following Milestones by the Date shown.

Milestone	Date
Provide certificate of insurance, and all other compliance documentation requested by DOH within one month of receiving an executed agreement	2/1/2024
Provide certification of matching funds commitments and sources to DOH	On-going
Provide DOH access to Grantee’s HMIS web portal to review real time client data	On-going
Submit request for reimbursements to DOH at least quarterly	On-going
Track and record grant outcomes through DOH approved Performance Measures	On-going
Submit quarterly reports as determined by DOH	On-going

Exhibit D

Submit annual progress reports as determined by DOH within 30 calendar days after the first twelve months of the grant period and annually thereafter	On-going
Submit Project Completion Report to DOH within 30 calendar days after the completion of the Project	11/13/2026

**4. KEY PERSONNEL**

**4.1. Responsible Administrator.** Grantee’s performance hereunder shall be under the direct supervision of the individual identified below, an employee or agent of Grantee, who is hereby designated as a key person and the Responsible Administrator of this project:

Midori Higa, Director of Homelessness Resolution Programs  
 City and County of Denver Department of Housing Stability  
 Wellington Webb Office Building  
 201 W. Colfax Avenue, 6th Floor, Denver, CO 80202  
 Midori.higa@denvergov.org

**4.2. DOH Key Personnel.** Nellie Stagg, Transformational Homelessness Response Manager, nellie.stagg@state.co.us

**4.3. Replacement Personnel.** If any Grantee Key Personnel cease to serve, Grantee shall immediately notify DOH of such event in writing. Replacement of Grantee Key Personnel shall be subject to DOH approval. Requests to replace Grantee Key Personnel shall be made in writing and shall include, without limitation, the name of the person, their qualifications, and the effective date of the proposed change. Notices sent pursuant to this subsection shall be sent in accordance with §14 of the main body of the Agreement, with a copy to DOH Key Personnel. Anytime Grantee Key Personnel cease to serve, the State, at its sole discretion, may direct Grantee to suspend work on the Project until such time as the Grantee proposes a replacement and such replacement is approved by DOH.

**5. FUNDING**

The Agreement Maximum Amount to be provided by the State is set forth on the Cover Page of the Grant Agreement and is shown for convenience in §5.2.1 as “Grant Funds (DOLA)”.

**5.1. Other Funds.** Grantee shall provide all funds necessary to complete the Project. All Sources, other than the DOLA Grant Funds and Matching Funds (if any), are good faith estimates.

Exhibit D

**5.2. Project Budget.**

**5.2.1. Sources.**

Source	Amount
Grant Funds (DOLA)	\$7,163,164
Matching Funds -Supportive Services -Operations	\$2,000,000
<b>Total</b>	<b>\$9,163,164</b>

**5.2.2. Grant Funds (DOLA).** Costs eligible for payment with DOLA Grant Funds are limited to the items and amounts listed in the table below (subject to any line item adjustments made pursuant to §5.4.1). A detailed description of uses is provided in §5.2.3.

Use	Amount
Emergency Shelter	\$7,163,164
<b>Total</b>	<b>\$7,163,164</b>

**5.2.2.1. Pre-Agreement Costs.** Reserved.

**5.2.3. Descriptions of Uses.** Following are descriptions of the Uses listed in §5.2.2.

**5.2.3.1. Emergency Shelter.** “Emergency Shelter” includes facilities for which the primary purpose is to provide temporary shelter to people experiencing homelessness and which do not require guests to sign leases or occupancy agreements and do not charge rent. “Emergency Shelter” includes the following eligible activities:

**5.2.3.1.1. Essential services.** Efforts to provide supportive services to those who are in an Emergency Shelter. These services include finding housing options that resolve guests’ homelessness as quickly as possible. Efforts include (i) housing search and placement and navigation, such as activities to assist guests to locate and obtain housing; (ii) housing stability case management, such as assessing, coordinating, and delivering individualized services to obtain housing, developing case management plans, and support groups; (iii) legal services necessary to resolve a legal problem that prohibits the guest participant from obtaining permanent housing; (iv) services for physical health care, mental health care, behavioral health care, and other medical care; (v) implementing and maintaining diversion programming; and (vi) other reasonable and necessary costs that help resolve a household’s homelessness, including but not limited to child care and transportation.

## Exhibit D

- 5.2.3.1.2. Educational, vocational, and work-based learning opportunities.** Efforts to connect individuals and families with educational, vocational, and work-based learning opportunities that resolve the individual's homelessness as quickly as possible. Shelters may consider creating or connecting to peer mentoring programs and hiring peer mentors with lived expertise of homelessness to work in the shelter and contribute to program design or improvement.
- 5.2.3.1.3. Recovery care and related residential programs.** Efforts to connect program participants to community resources that offer recovery care and related residential programs, including transportation to those services.
- 5.2.3.1.4. Operations.** Efforts related to maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the Emergency Shelter.
- 5.2.3.1.5. Grant Activities.** Efforts focused on administering a specific grant or funding source may improve effective operations, as well as effective program implementation. Such efforts include planning and executing program activities, such as (i) general program or grant management, oversight, coordination, monitoring, and evaluation; (ii) salaries, wages, and related costs related to preparing program budgets; developing systems for ensuring compliance with grant requirements; developing interagency agreements; and preparing reports and other required documents or activities; (iii) accounting or other services; and (iv) other reasonable and necessary goods and services required to implement the grant program, such as evaluating program results against stated objectives, occupancy costs, and training on program requirements.
- 5.3. Matching Funds.** Grantee shall provide the funds identified as "Matching Funds" in §5.2.1, above, unless otherwise approved in writing by DOH. Matching Funds may only be used for the eligible costs described in §5.2.3 of this **Exhibit A**.
- 5.4. Project Budget Line Item Adjustment.**
- 5.4.1.** If the table in §5.2.2 contains more than one budget line item, Grantee shall have authority to adjust individual budget line item amounts, without approval of the State, up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not include administrative line items (such as project delivery or administrative costs). Grantee shall send written notification of allowed adjustments to the State within 30 days of such adjustment.
- 5.4.2.** Changes to individual budget lines amounts in §5.2.2 in excess of 10% shall require written approval of the DOLA Controller. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the

Exhibit D

amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to §16.I.i of the main Agreement.

**6. PAYMENTS TO GRANTEE**

Payments to Grantee shall be made in accordance with the provisions of §5 of the main body of the Agreement, and §6 of this **Exhibit A**.

- 6.1. Payment Schedule.** Grantee shall submit all payment requests in a timely manner to DOH. Unless otherwise agreed to by DOH, Grantee shall submit payment requests once per month, on or before the 20<sup>th</sup> of each month. DOH may request the Grantee to submit payment requests for the months of May and June earlier than the 20<sup>th</sup> (to the extent possible) in order to complete closeout of the state fiscal year in a timely manner. Eligible expenses incurred by Grantee during any calendar month shall be included in the following month’s pay request. DOH shall review the pay request and, if approved, shall submit the pay request to DOLA accounting for its review, approval and payment. Payments may be withheld, at DOH’s reasonable discretion, pending submission by Grantee and approval by DOH of any reports or completion by Grantee of any administrative requirements set forth in the main Grant Agreement or this **Exhibit A**.

Payment	Amount	
All payments	100% of Payment Request	Paid upon DOLA’s receipt of actual expense documentation and written requests from the Grantee for reimbursement of eligible approved Project costs.
<b>Total</b>	<b>\$7,163,164.00</b>	

- 6.2.** Any excess Grant Funds shall be returned to DOLA via de-obligation letter from Grantee within 60 days prior to the expiration of the Grant Agreement.
- 6.3. Pay Request Process.** Payment requests shall be submitted to DOH Key Personnel via instructed processes. Each request shall include all required/appropriate information and documentation necessary, per guidance provided by DOH, in order for DOH to verify eligibility of expenses.
- 6.4. Remittance Address.** If mailed, payments shall be remitted to the following address unless changed in accordance with §14 of the main body of the Agreement:

City and County of Denver Department of Housing Stability 201 W. Colfax Avenue, Denver, CO 80202
--

- 6.5. Interest.** If advance payments are authorized, Grantee or Subgrantee may keep interest earned from Grant Funds up to \$500 per year for administrative expenses. All interest earned in excess of \$500 shall be remitted to DOLA.

## Exhibit D

**7. ADMINISTRATIVE REQUIREMENTS – STATE**

Grantee shall administer Grant Funds in accordance with the requirements of this Agreement, Division of Housing (DOH) Guidelines, and this **Exhibit A**.

- 7.1. Accounting.** Grantee shall maintain segregated accounts of Grant Funds and Other Funds associated with the Project and make those records available to the State upon request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Budget in **§5.2** of this **Exhibit A** above.
- 7.2. Audit Report.** If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Agreement or any other grants/contracts with DOLA, Grantee shall submit a copy of the final audit report, including a report in accordance with the Single Audit Act and 2 CFR 200.500 et seq., to:

Department of Local Affairs Accounting & Financial Services 1313 Sherman Street, Room 323 Denver, CO 80203 Or email to: <a href="mailto:dola.audit@state.co.us">dola.audit@state.co.us</a> and <a href="mailto:nellie.stagg@state.co.us">nellie.stagg@state.co.us</a>
--

- 7.3. Reporting.** In addition to any reporting required pursuant to the terms of the main Agreement, Grantee shall submit to DOLA the reports listed below in a format acceptable to the State. If such reports are not submitted in a timely manner, the State may withhold payments to Grantee pursuant to **§6.1** of this **Exhibit A**.
- 7.3.1. Quarterly Performance Reports.** Within 20 calendar days after the end of each quarter, Grantee shall submit a quarterly performance report. The quarterly performance report shall include reporting on the expected project deliverables as approved by DOH.
- 7.3.2. Annual Report.** Within 30 calendar days after the first twelve months of the grant period and annually thereafter, Grantee shall submit an annual report. In the event that the grant term is shorter or longer than twelve months, Grantee shall use the reporting deadlines provided by the DOH Key Personnel. The annual report shall be completed using the reporting template which DOH shall provide and shall include reporting on the expected deliverables as described in **§3** and **§1.4.9 (Homeless Management Information System)** of this **Exhibit A**. DOH may make changes to the reporting template at any time during the grant period; if such changes are made, DOH shall communicate these changes to Grantee in a timely manner.
- 7.4. Monitoring.** The State shall monitor this Agreement in accordance with its Risk-Based Monitoring Policy and **§7B** and **§C** of the main body of the Agreement. Final evaluation of the Project will be accomplished when DOLA approves the Project Completion Report.



Exhibit D

- 7.4.1. DOH at its discretion may monitor files, policies, or other program documentation either on site or through a request of documents.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

Exhibit D

**EXHIBIT B, SAMPLE OPTION LETTER**

**SAMPLE OPTION LETTER**

<b>State Agency</b> Department of Local Affairs, for the benefit of the Division of Housing	<b>Grantee</b> [Grantee’s full legal name.]
<b>Encumbrance Number</b> H4HRG0000	<b>Option Letter Number</b> (1, 2, 3, etc.)
<b>(Current) Agreement Maximum Amount</b> \$000,000.00	<b>(New) Agreement Maximum Amount</b> \$000,000.00
<b>(Current) Initial Agreement Expiration Date</b> Month, Day, Year	<b>(New) Initial Agreement Expiration Date</b> [Month, Day, Year]
<b>Existing CMS Number(s)</b> 000000, 000000, 000000	<b>(New) CMS Number (This Option Letter)</b> 000000
<b>Effective Date</b> The date this Option Letter is signed by the State Controller.	

1. **OPTIONS:** *(Select all that are applicable.)* In accordance with §18K of the Original Agreement referenced above, as amended, the State hereby exercises its option to modify the following:

- A. Initial Agreement Expiration Date.
- B. Agreement Maximum Amount.
- C. Project Budget.
- D. Payment Schedule.
- E. Milestones.
- F. Service Area.
- G. Responsible Administrator.
- H. Remittance Address.

2. **REQUIRED PROVISIONS:**

1. **For use with Option 1(A):** The Initial Agreement Expiration Date, shown on the Cover Page of the Agreement, as amended, is hereby deleted and replaced with the (New) Initial Agreement Expiration Date shown in the table above.
2. **For use with Options 1(B):** The Agreement Maximum Amount shown on the Cover Page of the Agreement referenced above, as amended, is hereby deleted and replaced with the (New) Agreement Maximum Amount shown in the table above.
3. **For use with Option 1(C):** The Project Budget in §5.2 of the Statement of Work (**Exhibit A**), as amended, is deleted and replaced with the following:

**5.2. Project Budget.**

**5.2.1. Sources**

Source	Amount
[Source]	\$x.xx
<b>Total</b>	<b>\$x.xx</b>

Exhibit D

**5.2.2. Uses/Project Activities**

Use/Project Activity	Amount
[Use]	\$x.xx
<b>Total</b>	<b>\$x.xx</b>

**5.2.3. Eligible Uses of DOLA Grant Funds**

Eligible Activity	Amount
[Eligible Use]	\$x.xx
<b>Total</b>	<b>\$x.xx</b>

**5.2.4 Pre-Agreement Costs.** [Reserved].

4. **For use with Option 1(D):** The **Payment Schedule** in §6.1 of the Statement of Work (**Exhibit A**), as amended, is deleted and replaced with the following:

**6.1 Payment Schedule.** Grantee shall disburse Grant Funds received from the State within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$x.xx	Paid upon DOLA’s receipt and approval of a written request for payment and expense documentation of eligible costs.
Final Payment	\$x.xx	Paid upon DOLA’s receipt and approval of a written request for payment, expense documentation of eligible costs, Beneficiary data, and all required reports.
<b>Total</b>	<b>\$x.xx</b>	

5. **For use with Option 1(E):** The **Milestones** in §3.3 of **Exhibit A**, as amended, is deleted and replaced with the following:

**3.3. Performance Measures.** Grantee shall comply with the following Milestones and Target Dates:

Milestone:	Target Date
[Milestone]	[Date]
[Milestone]	[Date]
[Milestone]	[Date]

6. **For use with Option 1(F):** The **Service Area** in §3.2 of **Exhibit A**, as amended, is deleted and replaced with the following:

**3.2. Service Area.** The performance of Services for this Agreement shall be located in [Area], State of Colorado.

7. **For use with Option 1(G):** The **Responsible Administrator** in §4.1 of **Exhibit A**, as amended, is deleted and replaced with the following:

**4.1. Responsible Administrator.** Grantee’s performance hereunder shall be under the direct supervision of the individual identified below, an employee or agent of Grantee, who is hereby designated as a key person and the Responsible Administrator of this Project:

Exhibit D

[Name, Title]
[Entity Name]
[Address]
[City, State, Zip Code]
[e-mail address]

8. **For use with Option 1(H):** the Remittance Address in §6.2 of Exhibit A, as amended, is deleted and replaced with the following:

**6.2 Remittance Address.** If mailed, payments shall be remitted to the following address unless changed in accordance with §14 of the Agreement:

[Grantee Name]
[Street Address]
[City, State Zip Code]

In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared S. Polis, Governor</p> <p style="text-align: center;"><b>Department of Local Affairs</b> Maria De Cambra, Executive Director</p> <p>By: _____ Maria De Cambra, Executive Director</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ DOLA Controller Delegate</p> <p>Option Effective Date: _____</p>
--	--

Exhibit D

**EXHIBIT C, BUDGET**

**1. BUDGET BY US TREASURY EXPENDITURE CATEGORY**

1.1 Expenditure Categories identified in Exhibit C will determine what is reported on as outlined in Exhibits D-G.

<b>Project Number</b>	<b>Project Title</b>	<b>US Treasury Expenditure Category Number and Name</b>	<b>Budget</b>
H4HRG23129	DH Encampment Resolution – Outreach	EC 2.16, Long-Term Housing Security: Services for Unhoused Persons	<b>\$7,163,164.00</b>
<b>Total</b>			<b>\$7,163,164.00</b>

**2. BUDGET BY FUNCTION**

**3. EXPENDITURE CATEGORY MODIFICATIONS**

1.1 Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab).

## Exhibit D

**Exhibit D, Federal Provisions****1. APPLICABILITY OF PROVISIONS.**

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2<sup>nd</sup> tier subrecipient), must hold the 2<sup>nd</sup> tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

**2. DEFINITIONS.**

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
  - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
  - 2.1.2. "Entity" means:
    - 2.1.2.1. a Non-Federal Entity;
    - 2.1.2.2. a foreign public entity;
    - 2.1.2.3. a foreign organization;
    - 2.1.2.4. a non-profit organization;
    - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
    - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
    - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
    - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
  - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
  - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov).

## Exhibit D

- 2.1.5. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.6. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.7. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.8. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
  - 2.1.9.2. Is not organized primarily for profit; and
  - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
  - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the

## Exhibit D

fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

- 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
  - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID Number” means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity. Information on UEIs can be found at: [sam.gov/content/duns-uei](http://sam.gov/content/duns-uei)

### **3. COMPLIANCE.**

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

### **4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS.**

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.
- 4.2. UEI. Grantee shall provide its UEI number to its Prime Recipient, and shall update Grantee’s information in SAM at least annually.

### **5. TOTAL COMPENSATION.**

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:



## Exhibit D

5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives 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 § 6104 of the Internal Revenue Code of 1986.

### 6. REPORTING.

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

### 7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

### 8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Grantee shall report as set forth below.
- 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit F to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov).

### **EC 1 – Public Health**

### **All Public Health Projects**

## Exhibit D

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
  - i. Presence of capital expenditure in project
  - ii. Total projected capital expenditure
  - iii. Type of capital expenditure
  - iv. Written justification
  - v. Labor reporting

**COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)**

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

**COVID-19 Small Business Economic Assistance (1.8)**

- a) Number of small businesses served

**COVID-19 Assistance to Non-Profits (1.9)**

- a) Number of non-profits served

**COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)**

- a) Sector of employer
- b) Purpose of funds

**EC 2 – Negative Economic Impacts****All Negative Economic Impacts Projects**

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
  - i. Presence of capital expenditure in project
  - ii. Total projected capital expenditure
  - iii. Type of capital expenditure
  - iv. Written justification
  - v. Labor reporting

**Household Assistance (2.1-2.8)**

- a) Number of households served
- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) (*Federal guidance may change this requirement in July 2022*)
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) (*Federal guidance may change this requirement in July 2022*)

**Healthy Childhood Environments (2.11-2.13)**

Exhibit D

- a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
- b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

**Education Assistance (2.14, 2.24-2.27)**

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

**Housing Support (2.15, 2.16, 2.18)**

- a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
- b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

**Small Business Economic Assistance (2.29-2.33)**

- a) Number of small businesses served

**Assistance to Non-Profits (2.34)**

- a) Number of non-profits served

**Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)**

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

**EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity**

**Payroll for Public Health and Safety Employees (EC 3.1)**

- a) Number of government FTEs responding to COVID-19

**Rehiring Public Sector Staff (EC 3.2)**

- a) Number of FTEs rehired by governments

**EC 4 – Premium Pay**

**All Premium Pay Projects**

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

**EC 5 – Infrastructure Projects**

**All Infrastructure Projects**

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million

## Exhibit D

- i. Prevailing wage certification or detailed project employment and local impact report
- ii. Project labor agreement certification or project workforce continuity plan
- iii. Prioritization of local hires
- iv. Community benefit agreement description, if applicable

**Water and sewer projects (EC 5.1-5.18)**

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

**Broadband projects (EC 5.19-5.21)**

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
  - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
  - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
  - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
  - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

## Exhibit D

- iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

**All Expenditure Categories**

- a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

- 8.1.2.1. Subrecipient UEI Number;
- 8.1.2.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;
- 8.1.2.3. Subrecipient parent's organization UEI Number;
- 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

- 8.1.3.1. Subrecipient's UEI Number as registered in SAM.
- 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

## Exhibit D

- 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov). This requirement is applicable to all projects in Expenditure Categories 1 and 2.
- 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov). See section 8.1.1 for relevant Expenditure Categories.
- 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
- 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
- 8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).
  - 8.1.3.7.1. For projects over \$10 million:
    - 8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon

## Exhibit D

Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit G – SLFRF Reporting Modification Form.

## 9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

## Exhibit D

- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### 10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

### 11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.



## Exhibit D

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

**12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.**

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.

12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

## Exhibit D

- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.
- 12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

### 13. CERTIFICATIONS.

- 13.1. Subrecipient Certification. Subrecipient shall sign a “State of Colorado Agreement with Recipient of Federal Recovery Funds” Certification Form in Exhibit E and submit to State Agency with signed grant agreement.

## Exhibit D

- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

### 14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

### EVENT OF DEFAULT AND TERMINATION.

- 14.3. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 14.4. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 14.4.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 14.4.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 14.4.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 14.4.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 14.4.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.



## Exhibit D

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS  
TERMS AND CONDITIONS

1. Use of Funds.
  - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
  - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via Exhibit G – Reporting Modification Form.
4. Maintenance of and Access to Records
  - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must

## Exhibit D

8. disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

- a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.

## Exhibit D

- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

## Exhibit D

13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury.”
14. Debts Owed the Federal Government.
- a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.
- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
  - b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.
16. Protections for Whistleblowers.
- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
  - b. The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for Agreement or grant oversight or



Exhibit D

- management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
10. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

## Exhibit D

**ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS  
REQUIREMENTS****ASSURANCES OF COMPLIANCE WITH TITLE VI  
OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subsection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition

## Exhibit D

of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

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

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

## Exhibit D

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

## **EXHIBIT F, SLFRF SUBRECIPIENT QUARTERLY REPORT**

### **1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK**

- 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab).



Exhibit D

**EXHIBIT H – APPLICABLE LAWS**

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Housing and Community Development Act of 1974, Pub L, No. 93-383, as amended.
2. Cranston-Gonzales National Affordable Housing Act of 1990, as amended.
3. 24 CFR Part 92, HOME Investment Partnerships Program Final Rule.
4. State of Colorado Community Development Block Grant (CDBG) Guidebook, available on DOLA’s website.
5. 24 CFR Parts 0-91 Housing and Urban Development.
6. 24 CFR Subtitle B, Chapter I – XXV, HUD.
7. 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities.
8. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
9. 2 CFR Part 230, Cost Principles for Non-Profit Organizations.
10. 2 CFR Part 200 Section 500, *et seq.*, Audit Requirements.
11. §29-1-601, *et seq.*, C.R.S., Local Government Audit Law.
12. §24-32-106 C.R.S., Powers of the director provision.
13. §24-32-705(1)(i) C.R.S., DOH ability to accept and receive grants.
14. 16 USC §469, *et seq.*, Historic Preservation.
15. 2 USC Chapter 26, Disclosure of Lobbying Activities.
16. 5 USC §552a, Public Information; agency rules, opinions, order, records and proceedings (Privacy Act 1974).
17. 8 USC §1101-1646, Immigration and Nationality.
18. 12 USC §§1701- 1701z-15, National Housing Act.
19. 15 USC Chapter 49, Fire Prevention and Control.
20. 16 USC Chapters 1-92, Conservation.
21. 16 USC §469, *et seq.*, Historic Preservation.
22. 16 USC §1531, *et seq.*, Endangered Species.
23. 16 USC §1271, *et seq.*, Wild and Scenic Rivers.
24. 20 USC Chapter 38, Discrimination Based on Sex or Blindness (Title IX, as amended, Education Amendment of 1972).

Exhibit D

25. 29 USC Chapter 8, §§201, 206, *et seq.*, as amended, Labor.
26. 29 USC Chapter 14 Age Discrimination in Employment.
27. 29 USC Chapter 16, §§793-794, *et seq.*, as amended, Vocational Rehabilitation and Other Rehabilitation Services.
28. 31 USC Subtitles I – VI, Money and Finance.
29. 40 USC Subtitle I, Federal Property and Administrative Services.
30. 40 USC Subtitle II, Public Buildings and Works.
31. 40 USC §§ 3141 – 3148, Wage Rate Requirements (Davis Bacon).
32. 40 USC §§ 3701 – 3708, Contract Work Hours and Safety Standards Act.
33. 40 CFR Parts 1500-1508, Council on Environmental Quality (Regulations Implementing NEPA).
34. 41 CFR Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
35. 41 USC § 6502, *et seq.*, Walsh-Healey Public Contracts Act.
36. 41 USC Chapter 81, Drug Free Workplace.
37. 42 USC Chapter 6A, Public Health Service.
38. 42 USC Chapter 21, Civil Rights.
39. 42 USC Chapter 45 Fair Housing.
40. 42 USC Chapter 50, National Flood Insurance.
41. 42 USC Chapter 55, National Environmental Policy.
42. 42 USC Chapter 63, Lead-Based Paint Poisoning Prevention.
43. 42 USC Chapter 69, Community Development.
44. 42 USC Chapter 76, Age Discrimination in Federally Assisted Programs.
45. 42 USC Chapter 85, Air Pollution Prevention and Control.
46. 42 USC Chapter 89, Congregate Housing Services.
47. 42 USC Chapter 126, Equal Opportunity for Individuals with Disabilities.
48. 42 USC Chapter 130, National Affordable Housing.
49. 42 USC §§300f – 300j-26, Safe Drinking Water.
50. 49 CFR Part 24, as amended, Uniform Relocation Assistance and Real Property for Federal and Federally Assisted Programs.
51. §24-34-301, *et seq.*, C.R.S., Colorado Civil Rights Division.
52. §24-34-501, *et seq.*, C.R.S., Housing Practices.



Exhibit D

53. §24-75-601, *et seq.*, C.R.S., Legal Investment of Public Funds.
54. Executive Order 11063, HUD Equal Opportunity in Housing, as amended by Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs.
55. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
56. Executive Order 11988, Floodplain Management.
57. Executive Order 11990, Protection of Wetlands.
58. Public Law 110-289, Housing and Economic Recovery Act of 2008.
59. Public Law 111-203, Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.
60. Compliance with all applicable standards, orders, or requirements issued pursuant to section 508 of the Clean Water Act (33 USC §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applicable to contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
61. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8068, March 11, 1988, as amended at 60 FR 19639, Apr. 19, 1995].

Exhibit D

**EXHIBIT I - RESERVED**

Exhibit D

**EXHIBIT J-PII CERTIFICATION**

**STATE OF COLORADO  
THIRD PARTY INDIVIDUAL CERTIFICATION FOR ACCESS TO PII THROUGH A  
DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Exhibit D

**EXHIBIT J-PII CERTIFICATION**

**STATE OF COLORADO  
THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII  
THROUGH A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, Jamie Rife, on behalf of the City and County of Denver (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

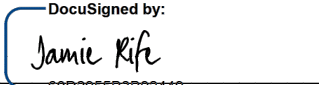
Signature:	
Printed Name:	<u>Jamie Rife</u>
Title:	<u>Executive Director &amp; Chief Housing Officer</u>
Date:	<u>5/24/2024   9:15 AM MDT</u>

Exhibit D

**FORM 1 -  
RESIDENCY DECLARATION**

In order to be eligible to receive the assistance you seek, you, as an applicant must be lawfully within the United States. Please read this Declaration carefully. Please feel free to consult with an immigration lawyer or other expert of your choosing.

I, \_\_\_\_\_, swear or affirm under penalty of perjury that (check one):

I am a United States citizen, or

I am a non-citizen national of the United States, or

I have an immigration status that makes me a "qualified alien."

I hereby agree to provide any documentation which may be required pursuant to Federal law, Interim Guidelines published by the United States Department of Justice (62 FR 61344) or, if applicable, Colorado laws and regulations, if the Colorado laws are not inconsistent with Federal law.

I acknowledge that making a false, fictitious, or fraudulent statement or representation in this Declaration is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statutes §18-8-503 and shall constitute a separate criminal offense each time a public benefit is fraudulently received.

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date