

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized pursuant to the Constitution of the State of Colorado, (the “City”) and **COLORADO HEALTH NETWORK, INC.**, a Colorado nonprofit (the “Contractor”), whose address is 6260 E. Colfax, Ave, Denver, Colorado 80220, each a “Party” and collectively the “Parties.”

WITNESSETH

WHEREAS, the City desires to provide funding to the Contractor for the Contractor to provide Tenant-Based Rental Assistance; Short Term Rent, Mortgage, and Utility Assistance; Supportive Services; and Permanent Housing Placement programs to low-income individuals and families affected by HIV/AIDS; and

WHEREAS, the Contractor is ready, willing and able to provide such services;

NOW THEREFORE, in consideration of the premises, and the mutual covenants and obligations herein contained, the parties agree as follows:

1. **SERVICES TO BE PROVIDED**: The Contractor agrees to diligently and professionally carry out the services and produce all the deliverables set forth in **Exhibit A**, entitled “Scope of Work,” in a lawful, satisfactory, and proper manner, and in accordance with written policies and procedures as may be prescribed by the U.S. Department of Housing and Urban Development (“HUD”) or the City. Exhibit A is attached hereto and incorporated herein by this reference as if fully set forth herein. Changes to the services described in Exhibit A may be approved in writing by the Executive Director (the “Director”) of the City’s Department of Housing Stability (“HOST”), or his or her designee, provided the changes do not (i) extend the term of this Agreement, (ii) increase the amount payable hereunder as identified in Section 3 below, or (iii) constitute a major modification of this Agreement under applicable federal law. In the event of any conflict between the terms and conditions contained in this document and those contained in Exhibit A which cannot be resolved so as to give effect to both or all provisions, then the terms and conditions contained in this document shall be deemed to be controlling over those in Exhibit A. All records, data, specifications and documentation prepared by the Contractor under this Agreement, when delivered to and accepted by the Director, shall become the property of the City

2. **TIME OF PERFORMANCE:** This Agreement shall begin on January 1, 2021, and end on December 31, 2021, unless such time is extended by written agreement of the parties, executed in the same manner as this Agreement.

3. **COMPENSATION AND PAYMENT:**

A. **Budget:** The City shall pay, and the Contractor 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 Contractor 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 Contractor that are not specifically authorized by this Agreement.

B. **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All the Contractor's expenses are contained in the budget in **Exhibit A**. The City is not obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor 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.

C. **Invoicing:** The Contractor 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 Contractor's monthly invoices and any City required budget documents or reports. The Contractor'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 Contractor'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 Contractor 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 HOST 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. Timesheets must reflect the amount of time, in hours and quarter-hours, attributable to each activity performed under this Agreement. If the Contractor allocates allowable costs to more than one grant, project, or contract, then timesheets must further identify the allocation of allowable costs for each grant, project or contract.

D. Timesheets: Timesheets must reflect the amount of time, in hours and tenths of hours, attributable to each activity performed under this Agreement. The Contractor must not allocate costs billed to this Agreement to another federal award unless the City notifies the Contractor in writing that 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 the following certification, signed by an official who is authorized to legally bind the Contractor, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that this invoice is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of an applicable Federal award or the Federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

E. Maximum Contract Amount

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Two Million Seven Hundred Seventy-One Thousand Six Hundred Twenty-One Dollars and NO/100 (\$2,771,621.00) (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 Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.

(2) The obligation of the City for payments under this Agreement is limited to monies appropriated by the U.S. Congress and the City Council and paid into the City Treasury as an applicable cost under the “Housing Opportunities for Persons with AIDS Grant Agreement”

referred to below. Funds will be released to the Contractor in accordance with the budget and other requirements set forth in **Exhibit A**. The parties agree that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

(3) If, as a result of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this Agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor 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 Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. In any event, the Contractor shall be responsible to indemnify and save harmless the City, its officers, agents and employees, from and against all disallowed costs.

4. **RECORDS AND REPORTS:** Contractor will provide HOST with records and reports as further detailed in **Exhibit A**.

5. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

6. **EMPLOYMENT WITH FUNDS:** In connection with the performance of work under this Agreement, the Contractor shall submit pertinent job availability information on each job or position created with the use of the funds provided hereunder to the Denver Economic Development & Opportunity agency in the workforce job system, www.connectingcolorado.com or other system as may be required.

7. **DEFENSE & INDEMNIFICATION:**

A. Contractor hereby 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 Contractor 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.

B. Contractor’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. Contractor’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.

C. Contractor will defend any and all Claims which may be brought or threatened against City and will 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 shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

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

8. CONTRACTOR’S INSURANCE:

A. GENERAL CONDITIONS: Contractor 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. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. 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 contain a valid provision or endorsement

requiring 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, contractor 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. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor 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 Contractor. The Contractor 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.

B. PROOF OF INSURANCE: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. 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 Contractor'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.

C. ADDITIONAL INSUREDS: For Commercial General Liability and Auto Liability, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. WAIVER OF SUBROGATION: For all coverages, with the exception of Professional Liability - if required, Contractor's insurer shall waive subrogation rights against the City.

E. SUBCONTRACTORS AND SUBCONSULTANTS: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY INSURANCE: Contractor 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. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

G. COMMERCIAL GENERAL LIABILITY: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

H. BUSINESS AUTOMOBILE LIABILITY: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. PROFESSIONAL LIABILITY (ERRORS & OMISSIONS): Contractor shall maintain with limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

J. CYBER LIABILITY: Contractor shall maintain Cyber Liability coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information,

intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

K. ADDITIONAL PROVISIONS:

(1) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (a) That this Agreement is an Insured Contract under the policy;
- (b) Defense costs are outside the limits of liability;
- (c) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage:

- (a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(3) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

9. REQUIRED BACKGROUND CHECKS: The contractor shall cooperate and comply with the Denver Economic Development & Opportunity agency's "Background Checks Concerning Placement of Youth Participants Policy" for programs or services provided to youth under age 18.

10. EXAMINATION OF RECORDS: 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 Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor 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 three (3) 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 Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

11. 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.*

12. 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 Contractor 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.

13. ASSIGNMENT AND SUBCONTRACTING: The City shall not be obligated or liable under this Agreement to any party other than the Contractor named herein. The Contractor understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City to such assignment or subcontracting; and, in the event any such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the City and such assignee or subcontractor, and the Contractor herein named shall in any and all events be and remain responsible to the City according to the terms of this Agreement.

14. NO THIRD PARTY BENEFICIARY: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on

such Agreements. It is the express intention of the City and the Contractor that any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

15. CONFLICT OF INTEREST:

A. The parties agree that no employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the Contractor further agrees not to hire or contract for services any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

B. In accordance with 24 C.F.R. § 574.625, no person who is an employee, agent, consultant, officer, or elected official or appointed official of the Contractor, or any contractor or subcontractor of the Contractor, and who is receiving HOPWA funds or who exercises any functions or responsibilities with respect to HOPWA activities or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, unless an exception is granted as allowed in 24 C.F.R. § 574.625.

16. STATUS OF CONTRACTOR: It is understood and agreed that the status of the Contractor shall be that of an independent contractor and of a person retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1(E) of the Charter of the City and it is not intended, nor shall it be construed, that the Contractor or its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever.

17. CONDITIONS: This Agreement is subject to, and Contractor's services shall be performed in accordance with, the Housing Opportunities for Persons with AIDS Grant Agreement entered into by and between the City and HUD, the AIDS Housing Opportunity Act, as amended by the Housing and Community Development Act of 1992, and the HOPWA Program regulations published at 24 CFR Part 574, as the same may be amended from time to time. These federal requirements are incorporated into this Agreement as if expressly set forth herein, and include, but are not limited to, the following:

- A. Nondiscrimination and equal opportunity, as provided at 24 CFR §574.603;
- B. Applicability of OMB Circulars, 24 CFR §574.605;
- C. Conflict of interest, 24 CFR §574.625;
- D. Displaced, relocation, and real property acquisition, 24 CFR §574.630;
- E. Lead-based paint, 24 CFR §574.635;
- F. Flood Insurance protection, 24 CFR §574.640;
- G. Coastal barriers, 24 CFR §574.645;
- H. Audit, 24 CFR § 574.650;
- I. Wage rates, 24 CFR §574.655.

Additionally, this Agreement is subject to the City's Charter and all applicable City ordinances, as the same may be amended from time to time.

18. FEDERAL PROVISIONS

A. Any references to specific federal, state, or local laws or other requirements incorporated into this Agreement are not intended to constitute an exhaustive list of federal, state, and City requirements applicable to this Agreement. Applicable statutes, regulations and other documents pertaining to administration or enforcement of the services and all other applicable provisions of federal, state or local law are deemed to be incorporated herein by reference. Any revisions to such laws, provisions, or regulations shall automatically become a part of this Agreement, without the necessity of either Party executing any further instrument. The City may provide written notification to the Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions. Compliance with all statutes, regulations and other documents is the responsibility of the Contractor. The Contractor shall ensure that all subcontractors also comply with applicable laws. In particular, and not by way of limitation, the services shall be performed in strict compliance with all laws, executive orders, ordinances, rules, regulations, policies and procedures prescribed by the City, the State of Colorado, and the United States Government, and the following additional requirements contained herein. The Contractor acknowledges its responsibility to familiar itself with these and other applicable laws and regulations.

B. Federal Funds Contingency: The Contractor understands that this Agreement is funded, in whole or in part, with federal funds. The Contractor expressly understands and agrees that its rights, demands, and claims to compensation arising under this Agreement are

contingent upon the City's receipt of such federal funds and the continued funding by the United States government and the State of Colorado. If such funds or any part thereof are not received, appropriated or allocated by the City, the City and the Contractor may mutually amend the Agreement, or the City may unilaterally terminate this Agreement. It is further acknowledged that as of the date of the execution of this Agreement, the total amount to be awarded to the City pursuant to this federal grant program ("Grant Program") may not have been fully determined, finalized, or paid. Should a reduction in City awarded funds under such Grant Program necessitate a reduction to the Contractor's award hereunder, then the City reserves the right to make a *pro rata* reduction affecting all agreements with the City under the City's Grant Program.

C. Recovery of Incorrect Payments: If, because of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this Agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor 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 Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. In any event, the Contractor 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 Contractor'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, State Government, or the City in accordance with applicable federal laws, state laws, or the Charter, ordinances, rules, regulations, policies, and Executive Orders of the City and County of Denver. 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.

D. 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 on written consent of the client, their attorney, or parent or guardian.

E. Provisions Required in Subcontracts: If the Contractor enters into any subcontracts or subgrant with other individuals or entities and pays those individuals or entities for

such goods or services with federal or state funds, the Contractor shall include provisions in its subcontracts or subgrants regarding the federal and state laws identified or referenced in this Agreement. The Contractor retains full responsibility for complying with the terms of this Agreement whether the services are provided directly or by a subgrantee or subcontractor and for including all relevant terms in its subcontracts or subgrants.

F. Mandatory Disclosures: The Contractor shall disclose, in a timely manner, in writing to the City and the federal or state awarding agency, all violations of federal or state criminal law involving fraud, bribery, or gratuity violations potentially affecting the applicable award. The City, the State of Colorado, or the relevant federal agency may impose any penalties for noncompliance allowed under 2 C.F.R. Part 180, 2 C.F.R. § 200.338, and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

G. 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 Contractor. Also, clients must be allowed adequate opportunity to communicate dissatisfaction with the facilities or services offered by the Contractor. To satisfy this requirement, the Contractor 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 Contractor agrees that a formal “Grievance Policy” will be adopted by its governing body and submitted to the Director for approval at the Director’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.

I. Debarment: The Contractor is subject to the prohibitions on contracting with a debarred organization pursuant to U.S. Executive Orders 12549 and 12689, Debarment and Suspension, and implementing federal regulations codified at 2 C.F.R. Part 180 and 2 C.F.R. Part 376. By its signature below, the Contractor assures and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall provide immediate written notice to the Director if it learns that its certification to enter into this Agreement was erroneous when submitted or has become erroneous by reason of

changed circumstances. If the Contractor is unable to certify to any of the statements in the certification contained in this paragraph, the Contractor shall provide a written explanation to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if the Contractor is unable to certify to any of the statements in the certification contained in this paragraph, the City may pursue all available remedies available to the City, including but not limited to terminating this Agreement immediately, upon written notice to the Contractor. The Contractor shall include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" in all covered transactions associated with this Agreement. The Contractor is responsible for determining the method and frequency of its determination of compliance with Executive Orders 12549 and 12689 and their implementing regulations. The Contractor is prohibited from hiring any subcontractor to perform work under this Agreement that is currently debarred by the City or any other regulatory authority. The representation made in subparagraph A of this Section is a material representation of fact upon which reliance was placed when this transaction was entered into.

J. Prohibited Transactions

(1) **Interest of Contractor**: The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest will be employed.

(2) **Members of Congress**: No member of or delegate to the Congress of the United States of America shall be admitted to any share or part hereof or to any benefit to arise from this Agreement.

(3) **Employees**: No officer or employee of either the City or the Contractor shall derive any unlawful personal gain, either by salary, fee payment or personal allowance, from his or her association with the other party to this Agreement. Any contractual provision that contravenes the provisions of this section shall be null and void. This section shall not prohibit an officer or administrator of one party to this Agreement from being reimbursed by the other party for actual, out-of-pocket expenses incurred on behalf of the other party.

(4) **Political Activity**: Without limiting the foregoing, the Contractor agrees that political activities are prohibited under this Agreement, and agrees that no funds paid

to it by the City hereunder will be used to provide transportation for any persons to polling places or to provide any other services in connection with elections.

(5) **Byrd Anti-Lobbying**: If the Maximum Contract Amount exceeds \$100,000, the Contractor must complete and submit to the Agency a required certification form provided by the Agency certifying 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.

K. Nondiscrimination Provisions

(1) **Nondiscrimination in Employment**: In carrying out its obligations under the Agreement, the Contractor and its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with 29 C.F.R. Part 37, Title VII of the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and all other nondiscrimination and equal employment opportunity statutes, laws, and regulations. The Contractor agrees not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status. The Contractor will ensure that all qualified applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training (including apprenticeship), or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status. The Contractor agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment. The Contractor will affirm that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status in all solicitations or advertisements for employees placed by or on behalf of the Contractor, and the Contractor agrees to collect and maintain data necessary to show compliance with the nondiscrimination provisions of this section. The Contractor will incorporate these requirements in all its subcontracts.

(2) **Nondiscrimination in Program Participation:** The Contractor will comply with any and all applicable federal, state, and local laws that prohibit discrimination in programs and activities funded by this Agreement on the basis of race, color, national origin, sex, disability, and age including but not limited to Title VI of the Civil Rights Act of 1964 (Title VI), Section 504 of the Rehabilitation Act of 1973 (Section 504), the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 (ADA), Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 (Title VII), the Age Discrimination in Employment Act (ADEA), the antidiscrimination provision of the Immigration Reform and Control Act of 1986 (IRCA), and the Equal Pay Act (EPA). Violations may be subject to any penalties set forth in said applicable laws and the Contractor agrees to indemnify and hold the City harmless from all claims, losses, or demands that arise under this paragraph. The Contractor acknowledges the public policy requirement of the U.S. Dept. of Housing and Urban Development that persons participating in programs or otherwise receiving assistance under this Agreement will have equal access in accordance with the individual's gender identity pursuant to 24 C.F.R. Part 5.106. The Contractor shall submit to the Director, within fifteen (15) days of the Director's written request, copies of the Contractor's policies and procedures to administer programs and provide services, supports and assistance under this Agreement in a nondiscriminatory manner and to protect the privacy, health, safety, and security of all persons participating in programs or otherwise receiving assistance under this Agreement.

(3) **Access to Services for Persons with Limited English Proficiency:** The Contractor shall comply with Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and its resulting federal guidance, which states that national origin discrimination includes discrimination based on limited English proficiency ("LEP"). To ensure compliance with Title VI, the Contractor must take reasonable steps to ensure that LEP persons have meaningful access to the Contractor's programs, services and activities. If the Contractor provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, LEP persons shall not be required to pay for such assistance. The Contractor acknowledges the City's Office of Human Rights and Community Partnerships, Office of Sign Language Services (OSLS) oversees access for deaf and hard of hearing people to City programs and services. The Contractor will comply with all

requirements and procedures of the OSLS, as amended, concerning the provision of sign language interpreter services for all services provided by the Contractor under this Agreement.

(4) **Faith Based Organizations and Sectarian Activities:** The Contractor 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.

L. Additional Record and Audit Requirements

(1) The Controller General of the United States of America or his authorized representative, any duly authorized representative of the State of Colorado, if applicable, shall, until the latter of five (5) years after the final payment under this Agreement, expiration of the applicable statute of limitations, or final resolution of any pending audit, whichever is longer, have access to and the right to examine any pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement. The right of access includes timely and reasonable access to the Contractor's personnel for interview and discussion related to such documents.

(2) The Contractor shall keep true and complete records and shall annually furnish an accurate statement for the preceding calendar year, of all business transactions under this Agreement, which statement shall be certified by an authorized representative of the Contractor to be correct. The Contractor agrees to establish and maintain a system of bookkeeping satisfactory to the federal government, the State of Colorado, if applicable, or the City's Auditor. The Contractor further agrees to give any authorized representatives of the federal government, the State of Colorado, if applicable, or the City access during reasonable hours to such books and records. Any representative of the federal government, the State of Colorado, if applicable, or the City's Auditor shall have the right at any time, and from time to time, to audit all the books of account, bank statements, documents, records, tax returns, papers and files of the Contractor, related to this Agreement, whether prepared manually or electronically, and the Contractor, upon request, shall make all such matters available for examination. If said records exist in electronic form, the Contractor shall maintain a means of transferring said records to hardcopy form. The Contractor's obligation to retain the above records shall expire upon the latter of five (5) years, expiration of the applicable statute of limitations, or final resolution of any pending audit by the City, whichever is longer.

(3) The Contractor acknowledges that it is subject to all applicable regulations or guidance of the United States Office of Management and Budget including, but not limited to, all applicable laws, rules, regulations, policy statements, and guidance issued by the Federal Government (including the United States Office of Management and Budget), regarding audit requirements and access to records requirements. Non-profit organizations that expend \$750,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. Chapter I, Chapter II, Parts 200, 215, 220, 225, and 230. “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (the “OMB Circular”) and applicable federal regulations.

(4) The Contractor, the applicable federal agency, the Office of Counsel or Comptroller General of the United States, the State of Colorado, if applicable, or any of their duly authorized representatives shall, until three (3) years after final payment under this Agreement, have access to and the right to examine any of the City’s directly pertinent books, documents, papers, or other records involving transactions related to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

(5) The periods of access and examination above for records relating to (1) litigation or settlement of claims arising from the performance of this Agreement, or (2) costs, expenses, or payments under this Agreement to which the Contractor’s statement for any period has been delivered to the City, State of Colorado, the applicable federal agency, the Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

(6) The Contractor shall promptly submit to the City a copy of any final audit report of an audit performed on the Contractor records that relates to or affects this Agreement or the services provided, whether the audit is conducted by the Contractor or a third party. The Contractor shall allow the City to perform all monitoring required by the Uniform Guidance, based on the City’s risk analysis of Contractor and this Agreement. Additionally, if the Contractor is required to perform a single audit under 2 C.F.R. 200.501, *et seq.*, then the Contractor shall submit a copy of the results of that audit to the City within the same timelines as the submission to the federal government.

M. Additional Compliance: The Contractor is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving

human subjects. If the Contractor is receiving federal funds under this Agreement the following federal laws, as amended and by way of illustration, may apply: Equal Opportunity Employer Executive Order, the Fair Housing Act, the Housing and Urban Development Act of 1965, the Uniform Relocation Act, Title VI of the Civil Rights Act of 1964, the Davis-Bacon Act, the Hatch Act, the Americans with Disabilities Act, the Deficit Reduction Act, the Federal Funding Accountability and Transparency Act of 2006, Rights to Inventions as stated in 37 C.F.R. Part 401, the Rehabilitation Act of 1973, the Housing and Community Development Act of 1974, the Age Discrimination Act, the Architectural Barriers Act, Title IX of the Civil Rights Act of 1964, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Violence Against Women Reauthorization Act of 2013, the Solid Waste Disposal Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air and Federal Water Pollution Control Act and other applicable Environmental Protection Agency regulations, the Byrd Anti-Lobbying Amendment, the Federal Energy Policy and Conservation Act, the Federal Office of Management and Budget's Circulars and Uniform Guidance, the Single Audit Act of 1984, any prohibitions on telecommunications equipment or services as stated in 2 CFR 200.216, and the Debarment and Suspension Executive Orders. The Contractor must establish policies and procedures for procurement that comply with 2 C.F.R. 200.318, *et seq.*

19. LEGAL AUTHORITY:

A. Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

B. The person or persons signing and executing this Agreement on behalf of Contractor, do hereby warrant and guarantee that he/she or they have been fully authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions herein set forth.

C. The City shall have the right, at its option to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into this Agreement. The City shall not be obligated to Contractor for any performance of the provisions of this Agreement in the event that the City has suspended or terminated this Agreement as provided in this Section.

20. TERMINATION: This Agreement may be terminated without cause by the

Contractor or the Director upon fifteen (15) days written advance notice, or with cause effective immediately. If the Contractor's services are terminated, postponed, or revised, it shall be paid only for that portion of the work satisfactorily completed at the effective date of such action.

21. CONFIDENTIALITY: Contractor agrees to ensure the confidentiality of the name of any individual assisted pursuant to this Agreement, and any other information regarding individuals receiving assistance.

22. PUBLICATIONS/ANNOUNCEMENTS: Contractors using radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other marketing methods funded by HOST or publicizing activities funded by HOST shall first receive approval from HOST. In any event, all such publicizing activities must include the following statement: "The funding source for this activity is the City and County of Denver, Department of Housing Stability."

23. CONTRACT MONITORING: The Contractor shall be subject to various monitoring and evaluation requirements to assure compliance with applicable federal requirements and that performance goals are being achieved. The Contractor's performance may be reviewed monthly, or more often, by the appropriate operational unit at HOST which has program management responsibility. All records required to perform such monitoring shall be made available to the authorized HOST staff by the Contractor. All reports submitted by the Contractor shall be utilized as part of the evaluation of Contractor's performance hereunder. All reviews shall be conducted in accordance with internal HOST procedures. Procedures will be available to the Contractor prior to any review. The Contractor is further subject to a final program audit. The City Auditor reserves the right to select the audit firm. The Contractor shall provide all requested records to the auditing personnel. The Audit Guide will be the basis of the performance of the audit. The Contractor agrees to abide by the administrative procedures of HOST regarding the resolution of audit exceptions.

24. ENFORCEMENT: If the Contractor materially fails to comply with the terms of this Agreement, or the terms any other agreement between the City and Contractor, the City may take one or more of the following actions:

A. Temporarily withhold cash payments pending correction of the deficiency by the Contractor or more severe enforcement action.

B. Disallow (that is deny use of funds) all or part of the cost of the activity or actions not in compliance.

C. Wholly or partially suspend or terminate the current award for the Contractor's program.

D. Pursue any other remedies that may be legally available.

E. The City may also suspend or terminate this Contract, in whole or in part, if Contractor materially fails to comply with any term of this Contract, including if Contractor becomes delinquent to the City on any loan, contractual, or tax obligation as due, or with any rule, regulations, or provisions referred to herein; and the City may declare the Contractor ineligible for any further participation in City funding, in addition to other remedies as provided by law. In the event there is probable cause to believe the Contractor is non-compliant with any applicable rules, laws, regulations, or Contract terms or City loan obligation, and only after the City provides a 30 day notice to cure that remains uncured by Contractor, the City may withhold up to one hundred (100) percent of said Contract funds until such time as the Contractor is found to be in compliance by the City or is otherwise adjudicated to be in compliance, or to exercise the City's rights under any security interest arising hereunder.

25. EMPLOYMENT OPPORTUNITIES AND LOCAL BUSINESS: The Contractor agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, relating to opportunities for training and employment of lower income residents of Denver and awarding of contracts to businesses located in or owned in substantial part by persons residing in Denver.

26. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

I. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

J. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. The Contractor will also then terminate such subcontractor if within three (3) days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

D. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

27. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 concerning the use, possession or sale of alcohol or drugs. Violation of this provision can result in the City terminating the Agreement or barring the Contractor from City facilities or from participating in City operations. The Contractor shall cooperate and comply with the provisions of 2 CFR Part 182 regarding a Drug-Free Workplace.

28. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, 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.

29. COUNTERPARTS OF THE AGREEMENT: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement, and all of which taken together shall constitute one and the same instrument.

30. 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 Contractor at the address first above written, and if to the City at:

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

With a copy of any such notice 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.

31. 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 Contractor. 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.

32. 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.

33. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor 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.

34. 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.

35. DISPUTES: All disputes between the City and Contractor 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 Executive Director as defined in this Agreement.

36. 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).

37. PERSONAL INFORMATION AND DATA PROTECTION

A. “Data Protection Laws” means (i) all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Information (as defined below); and (ii) all applicable laws and regulations relating to electronic and non-electronic marketing and advertising; laws regulating unsolicited email communications; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Information; laws imposing licensing requirements; laws and other legislative acts that establish procedures for the evaluation of compliance; and all other similar applicable requirements. Further, and not by way of limitation, the Contractor shall provide for the security of all city data, and Personal Information if applicable, in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (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, (iv) the Colorado Consumer Protection Act. § 6-1-101 *et seq.*, C.R.S., (v) the Children’s Online Privacy Protection Act (COPPA) 15 U.S.C. § 6501, *et seq.*, (vi) the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232(g), (vii) § 24-73-101, *et seq.*, C.R.S., and (viii) Colorado House Bill 18-1128.

B. “Personal Information” means all information that individually or in combination, does or can identify a specific individual or from which a specific individual can be identified, contacted, or located. Personal Information includes, without limitation, name, signature, address, e-mail address, telephone number, social security number (full or partial), business contact information, date of birth, national or state identification numbers, bank account number, credit or debit card numbers, and any other unique identifier or one or more factors specific to the individual’s physical, physiological, mental, economic, cultural, or social identity.

C. **Compliance with Law and Regulation:** The Contractor confirms and warrants that it complies with all applicable Data Protection Laws relating to the collection, use, disclosure, and other processing of Personal Information and that it will perform its obligations under this Agreement in compliance with them. This section will survive the termination of this Agreement.

D. **Software Programs; Security of Personal Information and access to Software Programs:** The Contractor will use the software programs designated by the City to collect, use, process, store, or generate all data and information, with or without Personal Information, received as a result of the Contractor's services under this Agreement. The Contractor will fully comply with all requirements and conditions associated with the use of said software programs as provided by the City. In addition, the Contractor will establish and maintain data privacy and information security policies and procedures, including physical, technical, administrative, and organizational safeguards, in order to: (i) ensure the security and confidentiality of Personal Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information; (iii) protect against unauthorized disclosure, access to, or use of Personal Information; (iv) ensure the proper use of Personal Information; and (v) ensure that all employees, officers, agents, and subcontractors of the Contractor, if any, comply with all of the foregoing. The Contractor shall also provide for the security of all Personal Information in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the Children's Online Privacy Protection Act, (ii) § 24-73-101, *et seq.*, C.R.S., and (iii) Colorado House Bill 18-1128. The Contractor shall submit to the Director, within fifteen (15) days of the Director's written request, copies of the Contractor's policies and procedures to maintain the confidentiality of Personal Information to which the Contractor has access.

E. **Confidentiality; No Ownership by the Contractor:** Unless otherwise permitted expressly by applicable law, all Personal Information collected, used, processed, stored, or generated as the result of the services to be provided under this Agreement will be treated by the Contractor as highly confidential information. The Contractor will have no right, title, or interest in any Personal Information or any other data obtained or supplied by the Contractor in connection with the services to be provided under this Agreement. The City shall own all information, and other work product, with or without Personal Information, developed or obtained

by the Contractor pursuant to this Agreement (“City Work Product”). The Contractor has an obligation to immediately alert the City if the Contractor’s security has been breached or if the Contractor is aware of any unauthorized disclosure of Personal Information. This Section will survive the termination of this Agreement.

F. Contractor Use of Personal Information and City Work Product: The Contractor will take all necessary precautions to safeguard the storage of Personal Information and City Work Product including without limitation: (i) keep and maintain Personal Information and City Work Product in strict confidence and in compliance with all applicable Data Protection Laws, and such other applicable laws, using such degree of care as is appropriate and consistent with its obligations as described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (ii) use and disclose Personal Information or City Work Product solely and exclusively for the purpose of providing the services hereunder, such use and disclosure being in accordance with this Agreement, and applicable law; (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information or City Work Product for the Contractor’s own purposes or for the benefit of anyone other than the City without the prior written consent of the City and the person to whom the Personal Information pertains; and (iv) not engage in “data mining” of Personal Information or City Work Product except as specifically and expressly required by law or authorized in writing by the City. This Section will survive the termination of this Agreement.

G. Employees and Subcontractors: The Contractor will ensure that, prior to being granted access to Personal Information or City Work Product, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees’ duties and the sensitivity of the data they will be handling. Only those Contractor Staff who have a direct need for Personal Information, City Work Product, or Confidential Information shall have access to any information provided to the Contractor under this Agreement. Prior to allowing any Contractor Staff to access or use any Personal Information, City Work Product, or Confidential Information, the Contractor shall require any such Contractor Staff to review and agree to the usage and access terms outlined in this Agreement. The Contractor will inform its Contractor Staff of the obligations under this

Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose Personal Information, City Work Product, or Confidential Information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third-party service provider, the Contractor shall require the third party service provider to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Personal Information, City Work Product, or Confidential Information disclosed and reasonably designed to protect Personal Information, City Work Product, or Confidential Information from unauthorized access, use, modification, disclosure, or destruction. This Section will survive the termination of this Agreement.

H. Loss of Personal Information or City Work Product: In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Personal Information or City Work Product, the Contractor will, as applicable: (i) notify the affected individual and the City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with the affected individual and the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the affected individual or the City; (iii) in the case of Personal Information and if required by applicable law, at the affected individual's sole election: (A) notify the affected individuals in accordance with any legally required notification period; or, (B) reimburse the affected individual for any costs in notifying the affected individuals; (iv) in the case of Personal Information and if required by applicable law, provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law; (v) perform or take any other actions required to comply with applicable law as a result of the occurrence; (vi) indemnify, defend, and hold harmless the City and the affected individual for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City or the affected individual in connection with the occurrence; (vii) be responsible for recovering lost data and information in the manner and on the schedule set forth by the City without charge to the affected individual, and (viii) provide to the City and the affected individual a detailed

plan within ten (10) calendar days of the occurrence describing the measures the Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, will comply with applicable law, be written in plain terms in English and in any other language or languages specified by the affected individual, and contain, at a minimum: (i) name and contact information of the Contractor's representative; (ii) a description of the nature of the loss; (iii) a list of the types of data involved; (iv) the known or approximate date of the loss; (v) how such loss may affect the affected individual; (vi) what steps the Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; (vii) contact information for major credit card reporting agencies; and (viii) information regarding the credit and identity monitoring services to be provided by the Contractor. This Section will survive the termination of this Agreement.

I. Data Retention and Destruction: Using appropriate and reliable storage media, the Contractor will regularly backup all City Work Product and Personal Information used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of the Agreement, at the City's election, the Contractor will either securely destroy or transmit to City the City Work Product in an industry standard format. Upon the City's request, the Contractor will supply City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used. With respect to City Work Product controlled exclusively by the Contractor, the Contractor will immediately preserve the state of the Personal Information or City Work Product at the time of the request and place a "hold" on Personal Information or City Work Product destruction or disposal under its usual records retention policies of records that include Personal Information or City Work Product, in response to an oral or written request from City indicating that those records may be relevant to litigation that City reasonably anticipates. Oral requests by City for a hold on record destruction will be reduced to writing and supplied to the Contractor for its records as soon as reasonably practicable under the circumstances. The City will promptly coordinate with the Contractor regarding the preservation and disposition of these records. The Contractor shall continue to preserve the records until further notice by the City. This Section will survive the termination of this Agreement.

J. No Other Databases: The Contractor will not establish or maintain a separate database containing Personal Information or City Work Product to provide the services under the Agreement. This Section will survive the termination of this Agreement.

K. Data Transfer Upon Termination: Upon termination or expiration of this Agreement and the City's request, the Contractor will ensure that all Personal Information and City Work Product is securely transferred to the City, or a party designated by the City, within thirty (30) calendar days. The Contractor will ensure that the data will be provided in an industry standard format. The Contractor will provide the City with no less than ninety (90) calendar days' notice of impending cessation of its business or that of any the Contractor subcontractor and any contingency plans in the event of notice of such cessation. In connection with any cessation of the Contractor's business with its customers, the Contractor shall implement its contingency and/or exit plans and take all reasonable actions to provide for an effective and efficient transition of service with minimal disruption to the City. The Contractor will work closely with its successor to ensure a successful transition to the new service or equipment, with minimal downtime and effect on the City, all such work to be coordinated and performed in advance of the formal, final transition date mutually agreed upon by the Contractor and the City. This Section will survive the termination of this Agreement.

L. Personal Information Protection: If the Contractor receives Personal Information under this Agreement, the Contractor shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the Personal Information and the nature and size of the Contractor's business and its operations. The Contractor shall be a "Third-Party Service Provider" as defined in C.R.S § 24-73-103(1)(i), and shall maintain security procedures and practices consistent with C.R.S §§ 24-73-101 *et seq.* Unless the Contractor agrees to provide its own security protections for the information it discloses, the Contractor shall require all its subcontractors, employees, agents, and assigns to implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the Personal Information disclosed and reasonably designed to help protect Personal Information subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. The Contractor and its subcontractors, employees, agents, and assigns that maintain electronic or paper documents that contain Personal Information under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying Personal Information to make it unreadable or indecipherable when the records are no longer needed.

38. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties 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.

39. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

40. 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 Contractor'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.

41. 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.

42. 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.

Exhibit A: Scope of Work

Exhibit B: Certificate of Insurance

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

Contract Control Number: HOST-202157517-00
Contractor Name: COLORADO HEALTH NETWORK, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

HOST-202157517-00
COLORADO HEALTH NETWORK, INC.

By:  _____

Name: darrell vigil
(please print)

Title: Chief Executive Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A**SCOPE OF WORK****DEPARTMENT OF HOUSING STABILITY**

**CONTRACTOR LEGAL NAME: Colorado Health Network, Inc.,
dba Denver Colorado AIDS Project**

CONTRACT #HOST-202157517

I. INTRODUCTION

Period of Performance Start and End Dates: January 1, 2021 - December 31, 2021

Project Description:

The purpose of this contract agreement is to provide a Department of Housing Stability (HOST) subaward for **\$2,771,621**. These funds will be provided to Colorado Health Network, Inc. dba Denver Colorado AIDS Project (DCAP) to be utilized for the salaries, operating and direct program expenses for the Tenant Based Rental Assistance (TBRA), Short Term Rent Mortgage Utility Assistance, Supportive Services, and Permanent Housing Placement programs. This subaward is not for Research and Development.

Funding Source:	HOPWA
Project Name:	CHN HOPWA
Activity Name:	HOPWA
Federal Award ID (FAIN) #:	COH21-F001
Federal Award Date:	July 2021
Federal Awarding Agency:	U.S. Housing and Urban Development (HUD)
Pass-Through Entity	City and County of Denver
Awarding Official:	U.S. Housing and Urban Development (HUD) Community Planning and Development Region VIII 1670 Broadway Street Denver CO 80202-4801
DUNS#:	149-553331
CFDA#:	14.241 HOPWA
Central Contractor Registration Expiration Date:	3/18/2021
Contractor Address:	6260 East Colfax Avenue, Denver Colorado 80220-1515
Organization Type:	Nonprofit

II. SERVICES DESCRIPTION

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

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

Short Term Rent Mortgage Utility Assistance (STRMU): The STRMU Program will provide housing assistance to eligible households for up to \$2,000 and/or 21 weeks (continuous or non-continuous) of assistance in a 52-week period. The 52-week period for this program aligns with the calendar year. This program is designed

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

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

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

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

The HOPE Program provides supportive services to homeless HIV/AIDS persons including assistance with medication adherence and education, HIV specific nutrition and service referrals including links to transitional/permanent housing options, support groups and counseling, and emotional support. These services are designed to make a positive impact on residents' quality of life by improving healthy living by motivating them to build healthy habits, maintain a drug

regimen, and assume responsibility for self-managing their condition. The HOPE Program provides supportive services to homeless individuals living with HIV/AIDS. Supportive services include access to a medical case manager that will address medication adherence and education, linkage to care, medical nutritional support, medical transportation support, referrals to behavioral health services, referrals to dental care and overall client wellness plan goals. The HOPE Program will also provide regular social support programmatic activities, including movie sessions, craft nights, and other relevant programming as determined by the community served.

Program Requirements and Responsibilities:

1. BASIC REQUIREMENTS

SUMMARY

Basic requirements for HOPWA program assistance are as follows:

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

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

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

- Verification of HIV/AIDS: Case managers will obtain and keep in the client file written documentation of a verifiable diagnosis of AIDS (Acquired Immune Deficiency Syndrome) or a test that is seropositive for HIV (Human Immunodeficiency Virus) signed by a physician, certified health care worker, or HIV testing site representative; a Social Security Administration record indicating the nature of a disability determination; or other relevant federal program records verifying HIV status.
- Verification of Need: HOPWA is a “needs based” program; therefore, participants must demonstrate the level of benefits needed through verifiable documentation. Case managers will complete a budget with the participant or update an existing budget as necessary. Budgets should not be more than one-year old. Any change in income will require recalculation of participant assistance.

- Verification of Income: Total household income must be at or below 80% of the Area Median Income (AMI), as defined at 24 CFR 574.3. Annual income shall be determined as defined in 24 CFR 5.609, commonly known as “Part 5 Annual Income”. Case managers shall obtain third party verification or documentation of expected income, assets, unusual medical expenses, and any other pertinent information. Case managers will keep in the client file written documentation regarding household size, income, and calculations used to determine income eligibility. The participant household income is determined to include persons living with one or more eligible persons who are determined to be important to their care or well-being. The current HUD annual median income limits, adjusted by household size, can be found here: <http://www.huduser.org/portal/datasets/il.html>
- Verification of Tenancy: For all participants assisted with successful housing placement/retention, case managers will obtain verification of tenancy. Satisfactory evidence of tenancy includes the lease that identifies the participant/family as the named tenant under the lease. Satisfactory evidence of ownership of a home includes, a) a deed accompanied by a mortgage or deed of trust; b) a mortgage or deed of trust default/late payment notice which identifies the participant/family as the property owner/debtor; and c) a title insurance policy identifying the participant/family as the property owner/debtor.
- Supportive Services: Case managers will ensure supportive services are documented in participant files and may include helping to provide and/or advocating for access to needed services and providing emotional support and counseling to the participant, and to each participant’s extended support network. Files must document performance toward Specific Indicators outlined in Section 4 – Indicators of this Exhibit A.
- Confidentiality and Termination of Assistance
 - CHN shall establish written procedures and undertake staff training efforts to ensure confidentiality and physical security of information regarding individuals receiving HOPWA assistance, including names and addresses [per 24 CFR 574.440].
 - CHN shall only release or provide access to information on a client’s HIV/AIDS status or other related client eligibility documentation to qualified individuals who determine eligibility or provide support, or who oversee the provision of HOPWA assistance, in accordance with CPD Notice 06-07 [per 24 CFR 574.440].
 - CHN shall have a written policy for termination of assistance that meets the minimum due process requirements in 24 CFR 574.310(e)(2)(ii).

2. FAMILY MEMBERS

Colorado Health Network will have a policy in place for surviving family members, in the event of the death of a HOPWA-eligible person. A reasonable grace period of continued assistance to

surviving family members, not to exceed one year, measured from the date of death of the participant, must be established.

3. OUTCOME BASED FUNDING:

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

4. MEMORANDUM OF UNDERSTANDING (MOU)

Colorado Health Network will enter into a Memorandum of Understanding (MOU) with each participating Case Management Agency. A copy of the MOU will be provided to the HOST HOPWA Administrator and the Contract Administrator. The case managers of these agencies and CHN are responsible for determining that the participant meets the eligibility requirements and will maintain participant financial assistance records. It is the responsibility of these individual HIV/AIDS Service Agencies' case managers to verify that the request for assistance meets the program guidelines. CHN will hold these agencies responsible for any errors made in eligibility.

5. CASE MANAGEMENT

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

6. PAYMENT PROCESS

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

7. HOUSING OPTIONS

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

8. CONFIDENTIALITY

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

9. TENANT BASED RENTAL ASSISTANCE (TBRA):

- a. Persons with HIV/AIDS receiving rental assistance through this program will pay an amount equal to the higher of either 30 percent of their adjusted household income, based on the Tenant Rent Calculation Worksheet, or other approved form (adjustment factors include the age of the individual, medical expenses, size of family and child care expenses), 10 percent (10%) of their gross income, or a housing allowance as defined by a public welfare agency. The assistance provided will equal the difference between the total rent and the individual's payment. Rent amount includes utilities [per 24 CFR 574.310(d)]. HOST uses the Colorado Housing and Finance Authority's Utility Allowances available at: https://www.chfainfo.com/arh/asset/Documents/Utility_Allowance_Policy.pdf#sear ch=utility%20limits
- b. Colorado Health Network will coordinate and distribute affordable and supportive housing resources to participating case management agencies.
- c. Colorado Health Network will process TBRA payments for eligible participant households who are currently on the program, have been referred by their Case Manager at DCAP or a partner agency and approved, and are currently actively case managed.
- d. Colorado Health Network will conduct Housing Quality Standards (HQS) inspections for TBRA recipients from DCAP using form HUD-52580.
- e. Payment requests will be delivered from all participating Case Management Agencies on behalf of clients.
- f. Colorado Health Network may pay no more than 110% published HUD-approved Fair Market Rent (FMR) or the approved community-wide exception rent for the unit size. The rent charged for the unit must be reasonable in relation to rents currently being charged by the owner of comparable unassisted units. Rent restrictions are based on HUD published Section 8 Fair Market Rents and can be found here: <http://www.huduser.org/portal/datasets/fmr.html>.
- g. CHN will keep documentation in client files that ensures compliance with the Lead-Based Paint Poisoning Prevention Act for rental assistance, where housing was constructed prior to 1978 and where children under age 6 are living and/or expected to reside [per 24 CFR 574.635 and 24 CFR Part 35].
- h. Colorado Health Network will coordinate occupancy for 21 units at Juan Diego.

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

- a. The participant must provide evidence of tenancy. The participant must be a tenant on a valid lease for a property or be an owner of a mortgaged home in which they reside.
- b. The STRMU Program will provide equal access of funds to rental and mortgage assistance to all participants regardless of where the participant receives primary case

- management or other support services.
- c. The participant must demonstrate need in the form an eviction or foreclosure notice.
- d. Assistance will not exceed 21 weeks within a 52-week period. DCAP will distribute funds in accordance to internal policy. And in accordance with HUD policy as stated in CPD Notice 06-07.
- e. Participants in subsidized housing are not eligible.
- f. STRMU assistance is not intended to provide continuous or perpetual assistance. Assistance is intended to benefit participants who are not able to meet their monthly housing expenses due to unexpected situations. Alternative permanent housing must be considered if the present housing situation continues to be unstable.
- g. The participant must be provided the opportunity for case management services from the appropriate social service agencies, if eligible [24 CFR 574.330].

11. PERMANENT HOUSING PLACEMENT:

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

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

III. ROLES AND RESPOSIBILITIES FOR BOTH PARTIES

- A. Contractor will:
 - 1. Work with City to host any city-designated sensitivity training on an annual basis.
 - 2. Provide any online modular sensitivity training developed and provided by the City to all new direct-service staff within 15 days of hire date. Ensure direct-service staff complete training refresher on a biennial basis.
- B. The City will:
 - 1. Provide signage that includes information about the City and County of Denver's Anti-Discrimination Office.

IV. EQUITY ACCESS AND OUTCOMES

The Department of Housing Stability, in alignment with the Mayor's Office of Social Equity and Innovation, values racial equity and inclusiveness and seeks to reflect this value in our funding practices. Our commitment to producing racially equitable housing outcomes is paramount to HOST's overall mission of Denver residents being healthy, housed and connected. HOST requires all programs it funds to report on the demographic characteristics of households served by the program throughout the duration of the contract in coordination with other required reporting. The contractor will also report on the demographics of staff

working on this program throughout the duration of this contract. Specific information outlining the required data systems to be used and data to be collected are contained within the scope of work of this contract. This information will help HOST monitor demographic trends in who is served. The underlying objective of collecting and disaggregating data and outcomes by race is to understand who is currently served by HOST funded programs. This information will help inform future evaluation on any potential disparate impacts across HOST programs, as well as strategies to help address equity in access to and outcomes from programs where appropriate. Additionally, HOST program and contract staff will be reviewing data, and will discuss your program's progress or challenges towards racially equitable services and outcomes at site visits and monitoring.

V. FUNDS WILL BE USED TO

Funds will be used to provide HOPWA services to eligible individuals and/or households within the Denver Eligible Metropolitan Statistical Area (EMSA). Organization does not receive income from HOPWA operations. Non-personnel costs are being funded.

VI. OBJECTIVE AND OUTCOMES

Accomplishment Code: Households
Proposed Number of outcomes **1,360**

TBRA - 150 households assisted

70% of residents of all housing programs will obtain or maintain permanent housing

STRMU - 110 households eviction/foreclosure prevention

Permanent Housing Placement -150 households assisted

85% of individuals that received financial housing assistance will maintain permanent housing (measured after 6 months of services) reported to HOST annually

Supportive Services - 950 households assisted

85% of participants will access/adhere to primary care appointments 75% of participants will show progress on their wellness plan

HOPE Program –

135 households assisted (not unduplicated, counted in Supportive Services)

VII. Reporting

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

B. Contractor will submit reports via the online portal provided to the contractor (unless otherwise specified). Reports will be due on the 30th day of the month following the end of the reporting period unless otherwise specified. Contractor must also complete the HOPWA Consolidated Plan Annual Performance Report (CAPER).

- C. The portal provides the Contractor with an online form in which to enter data for the reporting period. Supplemental forms and information may be required by HOST. The online portal and any supplemental requirements provide HOST with the quantitative and qualitative information necessary to determine Contractor's progress towards meeting the indicators contained in this Scope of Work. Submitted forms will be reviewed by the designated Program Officer for completeness, clarity and accuracy.
- D. Upon execution of this contract, HOST will provide a user guide for using the portal along with the required login information. Prior to the due date for the first required report, HOST shall provide training as needed or requested by the Contractor to support the online portal.
- E. Contractor may be required to submit a Contract Summary Report at the end of the contract period within 30 days after the Term End Date of this contract agreement.

F. INDICATORS

1. HOST Required

- a. Qualitative narrative report on program successes and challenges
- b. Participant success stories
- c. Money Leveraged (Funds by source)
- d. Number of Households served:
 - i. Households proposed to be served over contract term: 1,360
 - ii. Total households served this report period
 - iii. Unduplicated households served this report period
 - iv. Unduplicated households served contract period to date
- e. Number of households served who are experiencing homelessness
- f. Number of households by race and ethnicity of head of household:
- g. Number of households that include someone age 62 and older
- h. Number of households that include a person with a disability
- i. Income Levels of people/family: *optional for Homelessness Resolution program types that do not require income collection (e.g., shelter)

2. Specific to this Scope of Work

- a. Number and type of proposed outcomes
- b. Additional household characteristics:
 - i. Number of households living in or coming from subsidized housing (for HUD funded only)
 - ii. Age of head of household
 - iii. Number of households by gender of head of household
 - iv. Household size

VIII.

HIPAA/HITECH (Business Associate Terms)

1. GENERAL PROVISIONS AND RECITALS

- 1.01 The parties agree that the terms used, but not otherwise defined below, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they exist or may hereafter be amended.
- 1.02 The parties agree that a business associate relationship (as described in 45 CFR §160.103) under HIPAA, the HITECH Act, and the HIPAA regulations arises between the CONTRACTOR and the CITY to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of CITY.
- 1.03 CITY wishes to disclose to CONTRACTOR certain information, some of which may constitute Protected Health Information ("PHI") as defined below, to be used or disclosed in the course of providing services and activities.
- 1.04 The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they exist or may hereafter be amended.
- 1.05 The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that impose more stringent requirements with respect to privacy of PHI.
- 1.06 The parties understand that the HIPAA Privacy and Security rules apply to the CONTRACTOR in the same manner as they apply to a covered entity. CONTRACTOR agrees to comply at all times with the terms of this Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they exist or may hereafter be amended, with respect to PHI.

2. DEFINITIONS.

- 2.01 Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of that information.
- 2.02 Agreement" means the attached Agreement and its exhibits to which these additional terms are incorporated by reference.
- 2.03 Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

2.03.1 Breach excludes:

1. any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or CITY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
2. any inadvertent disclosure by a person who is authorized to access PHI to another person authorized to access PHI, or organized health care arrangement in which CITY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner disallowed under the HIPAA Privacy Rule.
3. a disclosure of PHI where CONTRACTOR or CITY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

2.03.2 Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

- a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- b. The unauthorized person who used the PHI or to whom the disclosure was made;
- c. Whether the PHI was actually acquired or viewed; and
- d. The extent to which the risk to the PHI has been mitigated.

2.04 "CONTRACTOR" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.

2.05 "CITY" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.

2.06 "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.07 "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.08 "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §160.103.

- 2.09 "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.
- 2.10 "Immediately" where used here shall mean within 24 hours of discovery.
- 2.11 "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 2.12 "Parties" shall mean "CONTRACTOR" and "CITY", collectively.
- 2.12 "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- 2.13 "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 2.14 "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.
- 2.15 "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule at 45 CFR §164.103.
- 2.16 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 2.17 "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.
- 2.18 "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.
- 2.19 "Subcontractor" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.
- 2.20 "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.
- 2.21 "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services ("HHS") in the guidance issued on the HHS Web site.

2.22 "Use" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

3. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE.

- 3.01 CONTRACTOR agrees not to use or further disclose PHI that CITY discloses to CONTRACTOR except as permitted or required by this Agreement or by law.
- 3.02 CONTRACTOR agrees to use appropriate safeguards, as provided for in this Agreement, to prevent use or disclosure of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY, except as provided for by this Contract.
- 3.03 CONTRACTOR agrees to comply with the HIPAA Security Rule, at Subpart C of 45 CFR Part 164, with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY.
- 3.04 CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement that becomes known to CONTRACTOR.
- 3.05 CONTRACTOR agrees to immediately report to CITY any Use or Disclosure of PHI not provided for by this Agreement that CONTRACTOR becomes aware of. CONTRACTOR must report Breaches of Unsecured PHI in accordance with 45 CFR §164.410.
- 3.06 CONTRACTOR agrees to ensure that any of its subcontractors that create, receive, maintain, or transmit, PHI on behalf of CONTRACTOR agree to comply with the applicable requirements of Section 164 Part C by entering into a contract or other arrangement.
- 3.07 To comply with the requirements of 45 CFR §164.524, CONTRACTOR agrees to provide access to CITY, or to an individual as directed by CITY, to PHI in a Designated Record Set within fifteen (15) calendar days of receipt of a written request by CITY.
- 3.08 CONTRACTOR agrees to make amendment(s) to PHI in a Designated Record Set that CITY directs or agrees to, pursuant to 45 CFR §164.526, at the request of CITY or an Individual, within thirty (30) calendar days of receipt of the request by CITY. CONTRACTOR agrees to notify CITY in writing no later than ten (10) calendar days after the amendment is completed.
- 3.09 CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of CITY, available to CITY and the Secretary in a time and manner as determined by CITY, or as designated by the Secretary, for purposes of the Secretary determining CITY'S compliance with the HIPAA Privacy Rule.

- 3.10 CONTRACTOR agrees to document any Disclosures of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY, and to make information related to such Disclosures available as would be required for CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.
- 3.11 CONTRACTOR agrees to provide CITY information in a time and manner to be determined by CITY in order to permit CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.
- 3.12 CONTRACTOR agrees that, to the extent CONTRACTOR carries out CITY's obligation(s) under the HIPAA Privacy and/or Security rules, CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to CITY in the performance of such obligation(s).
- 3.13 CONTRACTOR shall work with CITY upon notification by CONTRACTOR to CITY of a Breach to properly determine if any Breach exclusions exist as defined below.

4. SECURITY RULE.

- 4.01 CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §164.308, §164.310, §164.312, §164.314 and §164.316 with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY. CONTRACTOR shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.
- 4.02 CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained here.
- 4.03 CONTRACTOR shall immediately report to CITY any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI as described in 5. BREACH DISCOVERY AND NOTIFICATION below and as required by 45 CFR §164.410.

5. BREACH DISCOVERY AND NOTIFICATION.

- 5.01 Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify CITY of such Breach, however, both parties may agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR §164.412.
 - 5.01.1 A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.

- 5.01.2 CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have been known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by the federal common law of agency.
- 5.02 CONTRACTOR shall provide the notification of the Breach immediately to the CITY HOST Executive Director or other designee.
 - 5.02.1 CONTRACTOR'S initial notification may be oral but shall be followed by written notification within 24 hours of the oral notification.
- 5.03 CONTRACTOR'S notification shall include, to the extent possible:
 - 5.03.1 The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;
 - 5.03.2 Any other information that CITY is required to include in the notification to each Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify CITY, or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR §164.410 (b) has elapsed, including:
 - a. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - b. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - c. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - d. A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
 - e. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 5.04 CITY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR §164.404, if at the sole discretion of the CITY, it is reasonable to do so under the circumstances.
- 5.05 In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all required notifications to CITY, and as

required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

- 5.06 CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR §164.402 to demonstrate that a Breach did not occur.
- 5.07 CONTRACTOR shall provide to CITY all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit CITY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to CITY.
- 5.08 CONTRACTOR shall continue to provide all additional pertinent information about the Breach to CITY as it becomes available, in reporting increments of five (5) business days after the prior report to CITY. CONTRACTOR shall also respond in good faith to all reasonable requests for further information, or follow-up information, after report to CITY, when such request is made by CITY.
- 5.09 In addition to the provisions in the body of the Agreement, CONTRACTOR shall also bear all expense or other costs associated with the Breach and shall reimburse CITY for all expenses CITY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs or expenses associated with addressing the Breach.

6. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

- 6.01 CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, CITY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by CITY.
- 6.02 CONTRACTOR may use PHI that CITY discloses to CONTRACTOR, if necessary, for the proper management and administration of the Agreement.
- 6.03 CONTRACTOR may disclose PHI that CITY discloses to CONTRACTOR to carry out the legal responsibilities of CONTRACTOR, if:
 - 6.03.1 The Disclosure is required by law; or
 - 6.03.2 CONTRACTOR obtains reasonable assurances from the person or entity to whom/which the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or entity and the person or entity immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.

6.04 CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.

6.05 CONTRACTOR may use and disclose PHI that CITY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of CITY.

7. OBLIGATIONS OF CITY.

7.01 CITY shall notify CONTRACTOR of any limitation(s) in CITY'S notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect CONTRACTOR'S Use or Disclosure of PHI.

7.02 CITY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR'S Use or Disclosure of PHI.

7.03 CITY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that CITY has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of PHI.

7.04 CITY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by CITY.

8. BUSINESS ASSOCIATE TERMINATION.

8.01 Upon CITY'S knowledge of a material breach or violation by CONTRACTOR of the requirements of this Contract, CITY shall:

8.01.1 Provide an opportunity for CONTRACTOR to cure the material breach or end the violation within thirty (30) business days; or

8.01.2 Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Agreement is feasible.

8.02 Upon termination of the Agreement, CONTRACTOR shall either destroy or return to CITY all PHI CONTRACTOR received from CITY and any and all PHI that CONTRACTOR created, maintained, or received on behalf of CITY in conformity with the HIPAA Privacy Rule.

8.02.1 This provision shall apply to all PHI that is in the possession of subcontractors or agents of CONTRACTOR.

8.02.2 CONTRACTOR shall retain no copies of the PHI.

8.02.3 In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to CITY notification of the conditions that make return or destruction infeasible. Upon determination by CITY that return, or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Agreement to the PHI and limit further Uses and Disclosures of the PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains the PHI.

8.03 The obligations of this Agreement shall survive the termination of the Agreement.

9 SUBSTANCE ABUSE (42 C.F.R., Part 2)

Provider will also comply with all provisions of 42 C.F.R., Part 2 relating to substance abuse treatment and records.

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 line-item reimbursements. Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Vouchers should be submitted within thirty (30) days of the actual service, expenditure or payment of expense.
3. The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget
4. Invoices and reports shall be completed and submitted on or before the 15th of each month following the month services were rendered 100% of the time. 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 HOST at hostap@denvergov.org or by US Mail to:

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

B. Budget Modification Requests

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

C. Vouchering Requirements

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

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

D. Payroll

1. A summary sheet should be included to detail the gross salary of the employee, amount of the salary to be reimbursed, the name of the employee, and the position of the employee. If the employee is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be shown on the timesheet as described below. Two items are needed for verification of payroll: (1) the amount of time worked by the employee for this pay period; and (2) the amount of salary paid to the employee, including information on payroll deductions.
2. The amount of time worked will be verified with timesheets. The timesheets must include the actual hours worked under the terms of this contract, and the actual amount of time worked under other programs. The total hours worked during the period must reflect all actual hours worked under all programs including leave time. The employee’s name, position, and signature, as well as a signature by an appropriate supervisor, or executive director, must be included on the timesheets. If an electronic time system is used, signatures are not required. If the timesheet submitted indicates that the employee provided services payable under this contract for a portion of the total time worked, then the amount of reimbursement requested must be calculated and documented in the monthly reimbursement request.
3. A payroll register or payroll ledger from the accounting system will verify the amount of salary. Copies of paychecks are acceptable if they include the gross pay and deductions.

E. Fringe Benefits

1. Fringe benefits paid by the employer can be requested by applying the FICA match of 7.65 percent to the gross salary -less pre-tax deductions, if applicable,

paid under this contract. Fringe benefits may also include medical plans, retirement plans, worker's compensation, and unemployment insurance. Fringe benefits that exceed the FICA match may be documented by: 1) a breakdown of how the fringe benefit percentage was determined prior to first draw request; or 2) by submitting actual invoices for the fringe benefits. If medical insurance premiums are part of the estimates in item #1, one-time documentation of these costs will be required with the breakdown. Payroll taxes may be questioned if they appear to be higher than usual.

F. General Reimbursement Requirements

1. Invoices: All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Contractor and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
2. Mileage: A detailed mileage log with destinations and starting and ending mileage must accompany mileage reimbursement. The total miles reimbursed and per mile rate must be stated. Documentation of mileage reimbursement to the respective employee must be included with the 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 and approved by HOST.
5. Service Period and Closeout: All reimbursed expenses must be incurred during the time period within the contract. The final payment request must be received by HOST within thirty (30) days after the end of the service period stated in the contract.

G. 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 VOUCHER 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).

H. Financial Management Systems

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

1. Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal and/or city financial reporting requirements.
2. Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
3. Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property and it must be assured that it is used solely for authorized purposes.
4. Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
5. For contracts subject to Federal Agreements, applicable OMB Omni Circular cost principles, agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
6. Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.

7. For contracts subject to Federal Agreements, the Contractor shall maintain separate accountability for HOST funds as referenced in 2 CFR 200 and the OMB Omni Circular.
8. The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
9. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
10. The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to Budgeting and Cost Allocation Plans, and Vouchering Process.

I. Audit Requirements

1. For Federal Agreements subject to OMB Circular a-133, a copy of the final audit report must be submitted to the HOST Financial Manager within the earliest of thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the period audited.
2. A management letter, if issued, shall be submitted to HOST along with the reporting package prepared in accordance with the Single Audit Act Amendments and the OMB Omni Circular. If the management letter is not received by the subrecipient at the same time as the Reporting Package, the Management Letter is also due to HOST within thirty (30) days after receipt of the Management Letter, or nine (9) months after the end of the audit period, whichever is earlier. If the Management Letter has matters related to HOST funding, the Contactor shall prepare and submit a Corrective Action Plan to HOST in accordance with the Single Audit Act Amendments and the OMB Omni Circular, as set forth in 2 CFR 200 for each applicable management letter matter.
3. All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **HOST Financial Services Team**.
4. The Contractor will be responsible for all Questioned and Disallowed Costs.
5. 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.

J. 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 (including insurance) supplies, or other property that costs more than ten thousand dollars (\$10,000) in the aggregate.
2. The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
3. For contracts subject to federal agreements, if there is a residual inventory of unused supplies exceeding five thousand dollars (\$5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other federally sponsored programs or projects the Contractor will compensate the awarding agency for its share.

K. Bonding

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

L. 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.

M. 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.

N. 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 Federal Government and the City. If not paid within a reasonable period after demand HOST may: 1) make an administrative offset against other requests for reimbursements; 2) withhold advance payments otherwise due to the Contractor; or 3) other action permitted by law.

X. Budget

Program Budget and Cost Allocation Plan Summary

Contractor Name: Colorado Health Network
Project : 2021 HOPWA
Contract Dates: 1/1/2021 to 12/31/2021
Program Year: 2021

Budget Category	Agency Total (All Funding Sources for Agency)		Program Costs HOST Funding #1 201100000		Program Costs HOST Funding #2 (If applicable) 201100000		Total Project Costs requested from HOST		Other City & County of Denver Funding (Add applicable funding as necessary)		Other Federal Funding		Other Non-Federal Funding		Agency Total		Budget Narrative	
	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount		%
Personnel: Name and Job Title																		
Contracts and Engagement Officer	\$91,670	\$22,918	25.00%			\$22,918	25.00%	\$0	0.00%	59,586	65.00%	\$9,167.00	10.00%	\$91,670	100.00%		Ensures program QA on all documentation, files, and service delivery.	
Director of Housing Services	\$72,100	\$18,025	25.00%			\$18,025	100.00%	\$0	0.00%	54,075	75.00%	\$0.00	0.00%	\$72,100	100.00%		Supervision of direct services staff.	
Denver Housing Manager	\$70,679	\$28,272	40.00%			\$28,272	100.00%	\$3,534	5.00%	38,873	55.00%	\$0.00	0.00%	\$70,679	100.00%		Manages Denver CHN TBRA program.	
Occupancy and Financial Assistance Coordinator	\$51,245	\$25,623	50.00%			\$25,623	100.00%	\$12,811	25.00%	12,811	25.00%	\$0.00	0.00%	\$51,245	100.00%		Tracks and distributes all housing subsidy requests for TBRA, STRMU, and PHP.	
Program Assistant	\$39,912	\$29,934	75.00%			\$29,934	100.00%	\$9,978	25.00%	-	0.00%	\$0.00	0.00%	\$39,912	100.00%		Supports program staff, provides housing resources.	
Bilingual Program Assistant	\$40,940	\$30,705	75.00%			\$30,705	100.00%	\$10,235	25.00%	-	0.00%	\$0.00	0.00%	\$40,940	100.00%		Supports program staff, provides housing resources.	
Director of Client Services	\$85,000	\$25,500	30.00%			\$25,500	100.00%	\$38,250	45.00%	21,250	25.00%	\$0.00	0.00%	\$85,000	100.00%		Coordinates and implements direction for housing programs incl. TBRA, STRMU, and PHP.	
Client Services Managers	\$105,945	\$31,784	30.00%			\$31,784	100.00%	\$74,162	70.00%	-	0.00%	\$0.00	0.00%	\$105,945	100.00%		Multiple FTE. Supervises case managers and HOPE staff.	
TBRA Coordinator	\$44,475	\$44,475	100.00%			\$44,475	100.00%	\$0	0.00%	-	0.00%	\$0.00	0.00%	\$44,475	100.00%		Operates TBRA program.	
Housing and Employment Navigation Specialist	\$41,600	\$41,600	100.00%			\$41,600	100.00%	\$0	0.00%	-	0.00%	\$0.00	0.00%	\$41,600	100.00%		Admin support for housing programs	
Housing Specialist Case Manager	\$41,600	\$41,600	100.00%			\$41,600	100.00%	\$0	0.00%	-	0.00%	\$0.00	0.00%	\$41,600	100.00%		Case management and service linkages.	
Medical Case Managers	\$326,409	\$97,923	30.00%			\$97,923	100.00%	\$228,486	70.00%	-	0.00%	\$0.00	0.00%	\$326,409	100.00%		Multiple FTE. Case management and service linkages.	
Bilingual Medical Case Managers	\$134,694	\$40,408	30.00%			\$40,408	100.00%	\$94,286	70.00%	-	0.00%	\$0.00	0.00%	\$134,694	100.00%		Multiple FTE. Case management and service linkages.	
HOPE Program Manager	\$47,675	\$47,675	100.00%			\$47,675	100.00%	\$0	0.00%	-	0.00%	\$0.00	0.00%	\$47,675	100.00%		Manages HOPE day shelter program.	
HOPE Program Coordinator/Case Manager	\$41,600	\$41,600	100.00%			\$41,600	100.00%	\$0	0.00%	-	0.00%	\$0.00	0.00%	\$41,600	100.00%		Case management and service linkages.	
Temp. HOPE Program Mgr	\$4,800	\$4,800	100.00%			\$4,800	100.00%	\$0	0.00%	-	0.00%	\$0.00	0.00%	\$4,800	100.00%		Cover for Program Mgr while they are out for approx. 6 weeks	
Total Salary:	\$1,240,344	\$572,840	46.18%	\$0	0.00%	\$572,840	46.18%	\$471,742	38.03%	\$186,595	15.04%	\$9,167	0.74%	\$1,240,344	100.00%			
Fringe Benefits	\$272,876	\$126,025	46.18%		0.00%	\$126,025	46.18%	\$103,783	38.03%	\$41,051	15.04%	\$2,017	0.74%	\$272,876	100.00%		22% of Salaries incl. FICA, SS, Medicare, Insurance, Worker's comp, unemployment, etc.	
Total Salary and Fringe:	\$1,513,220	\$698,865	46.18%	\$0	0.00%	\$698,865	46.18%	\$575,525	38.03%	\$227,646	15.04%	\$11,184	0.74%	\$1,513,220	100.00%			
Other Direct Costs	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%	Amount	%			

Program/Project Supplies	\$16,361	\$13,501	82.52%		0.00%	\$13,501	82.52%	540	3.30%		0.00%	2,320	14.18%	16,361	100.00%	Community engagement supplies incl. food, etc.
Client Support TBRA	\$1,350,000	\$1,350,000	100.00%		0.00%	\$1,350,000	100.00%	-	0.00%		0.00%		0.00%	1,350,000	100.00%	150 clients @ \$750/mo. avg. for 12 months
Client Support STRMU	\$220,000	\$220,000	100.00%		0.00%	\$220,000	100.00%	-	0.00%		0.00%		0.00%	220,000	100.00%	110 clients at \$2,000
Client Support PHP	\$175,350	\$175,350	100.00%		0.00%	\$175,350	100.00%	-	0.00%		0.00%		0.00%	175,350	100.00%	150 clients at \$1,169
Mileage	\$11,124	\$825	7.42%		0.00%	\$825	7.42%	474	4.26%		0.00%	9,825	88.32%	11,124	100.00%	Approx. 150 trips at \$0.55/mi. x 10 miles
Office Supplies	\$9,350	\$4,200	44.92%		0.00%	\$4,200	44.92%	200	2.14%		0.00%	4,950	52.94%	9,350	100.00%	Incl. pens, paper, ink, envelopes, postage, etc
Facilities	\$193,248	\$37,368	19.34%		0.00%	\$37,368	19.34%		0.00%		0.00%	155,880	80.66%	193,248	100.00%	Incl. rent, depreciation, security, janitorial, recycling, etc.
Professional Services - IT	\$57,420	\$12,360	21.53%		0.00%	\$12,360	21.53%	17,540	30.55%		0.00%	27,520	47.93%	57,420	100.00%	IT, audit, payroll services
Subcontractor- Equip Rental	\$6,462	\$1,187	18.37%		0.00%	\$1,187	18.37%	1,000	15.48%		0.00%	4,275	66.16%	6,462	100.00%	Copier and postage machine rentals
Communication	\$24,280	\$6,000	24.71%		0.00%	\$6,000	24.71%	1,000	4.12%		0.00%	17,280	71.17%	24,280	100.00%	Telephone and website services
Total Other Direct Costs	\$2,063,595	\$1,820,791	88.23%	\$0	0.00%	\$1,820,791	88.23%	\$20,754	1.01%	\$0	0.00%	\$222,050	10.76%	2,063,595	100.00%	
												444,100				
Indirect Costs	\$354,995.17	\$251,966	70.98%		0.00%	\$251,966	70.98%	\$59,628	16.80%	\$20,078	5.66%	\$23,323	6.57%	\$354,995	100.00%	10% of direct costs
Total Project Cost (Direct + Indirect)	\$3,931,810	\$2,771,621	70.49%	\$0	0.00%	\$2,771,621	70.49%	\$655,907	16.68%	\$247,725	6.30%	\$256,557	6.53%	\$3,931,810	100.00%	
Program Income (through funded activities)		-	0.00%	-	0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%	
Non-Project:	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%			
Other (Specify):			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	
Total Non-Project Cost		-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	
Grand Total	\$3,931,810	\$2,771,621	70%	\$0	0.00%	\$2,771,621	70.49%	\$655,907	16.68%	\$247,725	6.30%	\$256,557	6.53%	\$3,931,810	100.00%	

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CCIg 155 Inverness Drive West Englewood CO 80112 License#: 45339 COLOAID-01	CONTACT NAME: Michelle Devore PHONE (A/C, No, Ext): 720-212-2056 FAX (A/C, No): 720-212-2056 E-MAIL ADDRESS: Suzanne.Hawkins@thinkccig.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Colorado Health Network, Inc. 6260 E. Colfax Denver CO 80220	INSURER A : Pinnacol Assurance NAIC # 41190	
	INSURER B : Zurich American Ins. Company NAIC # 16535	
	INSURER C : Columbia Casualty Ins. Co. NAIC # 31127	
	INSURER D : Berkley Insurance Company NAIC #	
	INSURER E : Continental Casualty Co NAIC # 20443	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER: 1195244846****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		HMA6075837911	10/28/2020	10/28/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			852565715	10/28/2020	10/28/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			HMC6075643346 852565715	10/28/2020 10/28/2020	10/28/2021 10/28/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	1761322 WC298318801	8/1/2020 8/1/2020	8/1/2021 8/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E C	Cyber Liability Professional Liability			652290826 HMA6075837911	12/1/2020 10/28/2020	12/1/2021 10/28/2021	Ntwrk sec / Priv liab Claims Made / Agg \$1M each claim \$1M / \$1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess coverage via policy #852565715 with Berkley goes over the Auto Liability coverage. As required by written contract or written agreement, The City and County of Denver Office, its elected and appointed officials, employees and volunteers, are included as additional insured with regards to the Commercial General Liability policy and the Business Auto Liability policy. Professional Liability - Defense/claims expense included outside of the limits. Coverage for Professional Liability is for professional services described as the rendering to others of healthcare services, Good Samaritan services, proctoring services or administrative services on a CLAIMS MADE basis with a limit of \$1M each claim, \$3M in Aggregate. Professional liability covers employees but solely with respect to professional services rendered on behalf of Colorado Health Network, Inc.

Employees: Cody Meyer, Amanda Earle, Mary Claire Ferachi, Katherine Hunt Austin, Jessica Curry, Aliza Menashe, Danielle Willis, and Melissa Bernstein

CERTIFICATE HOLDER**CANCELLATION**

Department of Housing Stability
 City & County of Denver
 201 W Colfax Ave Dept 204
 Denver CO 80202
 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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BUSINESS AUTO BROADENING ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies and is subject to the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies. The deductibles specified on your "auto" declarations page are applicable to these coverages unless a different deductible is indicated.

If one or more of these coverages is provided by a specific endorsement, then the specific endorsement will apply.

SUBJECTS OF INSURANCE

Who Is An Insured

1. Broad Form Named Insured
2. Employees As Insureds
3. Volunteers As Insureds
4. Employee Hired Auto

Broadened Liability Supplementary Payments

1. Bail Bonds - \$3,000
2. Reasonable Expenses Incurred - \$300 per day

Physical Damage Coverage Amendments

1. Towing
2. Coverage Extensions
 - a) Transportation Expenses
 - b) Loss of Use Expenses
 - c) Auto Loan/Lease Gap Coverage
 - d) Personal Property Coverage
 - e) Airbag Discharge
3. Hired Car Physical Damage
4. Rental Reimbursement Coverage
5. Audio, Visual and Data Electronic Equipment
6. Deductible Amendments
 - a) 2 or more Autos
 - b) Glass Deductible

Business Auto Conditions Amendments

1. Knowledge of Occurrence
2. Blanket Waiver of Subrogation

General Condition Amendment

Unintentional Errors and Omissions

The coverages listed in this endorsement are provided as extensions or additions to your insurance program.

BUSINESS AUTO BROADENING ENDORSEMENT

1. Broad Form Named Insured

The following is added to Section II – Liability Coverage, Paragraph A. 1. **Who Is An Insured** provision:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

- e. Your Board Members (or their spouses) are an “insured” while operating an “auto” hired or rented under a contract or agreement in that Board Member’s or spouses name, with your permission, while performing duties related to the conduct of your business.

2. Employees As Insureds

The following is added to Section II – Liability Coverage, Paragraph A. 1. **Who Is An Insured** provision:

- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow while performing duties related to the conduct of your business.

3. Volunteers As Insureds

The following is added to Section II – Liability Coverage, Paragraph A. 1. **Who Is An Insured** provision:

- g. Anyone volunteering services to you is an “insured” while using a covered “auto” you don’t own, hire or borrow to transport your clients or other persons in activities necessary to your business. Anyone else who furnishes that “auto” is also an “insured”.

4. Employee As Insured

The following is added to Section II – Liability Coverage, Paragraph A. 1. **Who Is An Insured** provision:

- h. An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

5. Broadened Liability Supplementary Payments

The following replaces Section II – Liability Coverage, Paragraph A.2. Coverage Extensions, a. Supplementary Payments (2) and (4):

- (2) Up to \$3000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual “loss” of earnings up to \$300 a day because of time off from work.

6. Towing

The following replaces Section III – Physical Damage Coverage, A. Coverage, Paragraph 2. Towing:

We will pay up to \$ 75 for towing and labor costs incurred each time a covered “auto” is disabled. However, the labor must be performed at the place of disablement.

No deductible applies to this coverage.

7. Transportation Expenses

The following replaces Section III – Physical Damage Coverage, 4. Coverage Extensions, a. Transportation Expenses:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a covered “auto” of the private passenger type. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the policy period and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss”.

BUSINESS AUTO BROADENING ENDORSEMENT

8. Loss Of Use Expenses

The following replaces Section III – Physical Damage Coverage, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses:

For Hired Auto Physical Damage, we will pay expense for which an “insured” becomes legally responsible to pay for “loss” of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for “loss” of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered “auto”;
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered “auto”; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered “auto”.

However, the most we will pay for any expenses for loss of use is \$80 per day, to a maximum of \$800.

9. Auto Loan/Lease Gap Coverage

The following is added to the Section III – Physical Damage Coverage, Paragraph 4. Coverage Extensions:

c. Auto Loan/Lease Gap Coverage

In the event of a total “loss” to a covered “auto” shown in the Schedule or Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

- (1) The amount paid under the Physical Damage Coverage Section of the policy; and
- (2) Any:
 - (a) Overdue lease/loan payments at the time of the “loss”;
 - (b) Financial penalties imposed under a lease;
 - (c) Security deposits not returned by the lessor;

- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

10. Personal Property Coverage

The following is added to Section III – Physical Damage Coverage, A. Coverage, 4. Coverage Extensions.

d. Personal Property Coverage

We will pay up to \$500 for loss to any personal property which is:

- (1) owned by an “insured”; and
- (2) in or on your covered “auto”.

This coverage is applicable only in the event of a total theft of a covered “auto”.

No deductible applies to this coverage.

11. Airbag Discharge

The following is added to Section III – Physical Damage Coverage, A. Coverage, 4. Coverage Extensions.

e. Airbag Discharge

If there is an accidental discharge of an airbag in your covered “auto”, we will pay to have the airbag replaced. This extension is excess over any other collectible insurance or warranty.

No deductible applies to this coverage.

12. Hired Car Physical Damage

If this policy provides Comprehensive, Specified Causes of Loss or Collision Coverage, that coverage may be extended to hired “autos”. The coverage available to a hired “auto” will be equal to the broadest coverage shown on the Declarations available to any covered “auto”.

The most we will pay for any one “accident” or “loss” is:

BUSINESS AUTO BROADENING ENDORSEMENT

- (1) \$40,000; or
- (2) The actual cash value or cost of repair of the damaged or stolen property.

Paragraph 5.b. of the Other Insurance Condition in the Business Auto Coverage Form is replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- (3) Any covered "auto" hired or rented by your Board Members (or their spouses) under a contract in that individual Board Member's (or spouses') name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered auto.

13. Rental Reimbursement Coverage

- a. We will pay for rental reimbursement expenses incurred by you for the rental of an auto because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (1) The number of days reasonably required to repair or replace the covered "auto". If loss is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - (2) 30 days.

- c. Our payment is limited to the lesser of the following amounts:

- (1) Necessary and actual expenses incurred.
- (2) \$50 per day.

- d. This coverage does not apply while there are spare or reserve autos available to you for your operations.

- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Section III – Physical Damage Coverage, 4. Coverage Extensions, a. Transportation Expenses.

14. Audio, Visual And Data Electronic Equipment

We will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered auto at the time of the loss or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto" electrical system, in or upon the covered "auto".

The most we will pay for "loss" to audio, visual or data electronic equipment as a result of any one "accident" is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the "loss";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$400.

This coverage does not apply if there is other coverage provided under this policy for the above described audio, visual and data electronic equipment. We will pay any deductible, up to \$400, that is applicable to the other coverage.

BUSINESS AUTO BROADENING ENDORSEMENT

No deductible applies to this coverage.

15. Deductible Amendment

The following is added to Section III – Physical Damage Coverage, A. Coverage, Paragraph D. Deductible.

In the event that a “loss” from one “accident” involves two or more covered “autos”, only the largest applicable deductible for Comprehensive, Specified Causes Of Loss, or Collision coverage will apply. This provision applies only to those “autos” designated in the Schedule or Declarations to have Comprehensive, Specified Causes Of Loss, or Collision coverage.

16. Glass Deductible

The following is added to Section III – Physical Damage Coverage, Paragraph D. Deductible.

No deductible applies to “loss” to glass used in the windshield, doors or windows of a covered “auto”.

17. Knowledge Of Occurrence

The following replaces Section IV – Business Auto Conditions, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a.

- a. In the event of “accident”, “claim”, “suit” or “loss”, you must give us or our authorized representative prompt notice of the “accident” or “loss”. Include:
- (1) How, when and where the “accident” or “loss” occurred;
 - (2) The “insured’s” name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Your obligation to provide prompt notice to us is satisfied if you send us notice as soon as practicable after:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation;
- (4) Your members, managers or insurance manager, if you are a limited liability company;
- (5) Your elected or appointed officials, trustees, board members, or your insurance manager, if you are an organization other than a partnership, joint venture, or limited liability company;

becomes aware of, or should have become aware of such “accident”, “claim”, “suit” or “loss”.

18. Blanket Waiver Of Subrogation

The following is added to Section IV – Business Auto Conditions, A. Loss Conditions.

6. If required by written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for “bodily injury” or “property damage” caused by an “accident” and resulting from the ownership, maintenance or use of a covered “auto”.

19. Unintentional Errors And Omissions

The following is added to Section IV – Business Auto Conditions, B. General Condition, 2. Concealment, Misrepresentation Or Fraud.

However, if you should unintentionally misrepresent or conceal information to us at any time, we will not deny coverage under this policy based on this unintentional error or omission.

This provision does not affect our right to cancel or non-renew your coverage or collect additional premium for any added exposures.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

