

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. dba Denver Colorado Aids Project, a Colorado nonprofit corporation (the “Contractor”), whose address is 6260 East Colfax Avenue, Denver, Colorado 80220-1515.

WITNESSETH

WHEREAS, the City desires to provide funds to be utilized for salaries, operating and direct program expenses for the tenant based rental assistance (TBRA), short-term rent mortgage and utility assistance (STRMU), supportive services, and permanent housing placement (PHP) programs; and

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 carry out the program services described in **Exhibit A** entitled “Scope of Services,” and **Exhibit B** entitled “Financial Administration,” and the budget contained therein, 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. Exhibits A and B are 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 Director (the “Director”) of the City’s Office of Economic Development (“OED”), 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 Exhibits A and B, 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 Exhibits A and B.

2. TIME OF PERFORMANCE: This Agreement shall begin on January 1, 2019, and end on December 31, 2019, unless such time is extended by written agreement of the parties,

executed in the same manner as this Agreement.

3. COMPENSATION: The amount to be paid by the City to the Contractor shall not exceed One Million, Four Hundred and Fourteen Thousand, Three Hundred and Six Dollars (\$1,414,306). The obligation of the City for payments under this Agreement is limited to monies appropriated by the U.S. Congress and the City Council and paid into the City Treasury as an applicable cost under the “Housing Opportunities for Persons with AIDS Grant Agreement” referred to below. Funds will be released to the Contractor in accordance with the budget and other requirements set forth in Exhibits A and B. The parties agree that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

4. RECORDS AND REPORTS: Contractor will provide OED with records and reports as further detailed in Exhibits A and B.

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 City’s Office of Economic Development 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 C**, 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 INSURED: 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. 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. AUDIT 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 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (the “OMB Omni Circular”) and applicable federal regulations.

10. REQUIRED BACKGROUND CHECKS: The contractor shall cooperate and comply with the City’s Office of Economic Development’s “Background Checks Concerning Placement of Youth Participants Policy” for programs or services provided to youth under age 18.

11. 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 any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

12. 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.

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. 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.

19. 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.

20. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

A. The Contractor represents and warrants that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

B. The Contractor will not enter into any lower tier transaction with a person who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a covered transaction unless authorized by the federal agency from which the transaction originated.

C. The Contractor shall include the certification contained in subparagraph A of this Section in any and all subcontracts hereunder and shall require any subcontractors or sub-consultants to comply with any and all applicable federal laws, rules and regulations, policies and procedures or guidance concerning the federal debarment, suspension, and exclusion program.

D. The Contractor will immediately notify OED in writing if at any time it learns that it failed to disclose that it or any of its principals were excluded at the time the parties executed this Agreement, or if due to changed circumstances the Contractor or any of its principals have subsequently been excluded by a federal agency.

E. 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.

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 OED or publicizing activities funded by OED shall first receive approval from OED. 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, Office of Economic Development.”

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 OED which has program management responsibility. All records required to perform such monitoring shall be made available to the authorized OED 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 OED 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 OED 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:

A. 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").

B. 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. 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 Office of Economic Development or Designee
City and County of Denver
201 West Colfax Avenue, Dept. 204
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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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).

36. 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.

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

38. 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.

39. 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 Services
- Exhibit B: Financial Administration
- Exhibit C: Certificate of Insurance

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Contract Control Number:

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:

By _____


By _____

By _____



Contract Control Number: OEDEV-201846917-00

Contractor Name: COLORADO HEALTH NETWORK, INC.

By: 

Name: Darrell J. Vigil
(please print)

Title: Chief Executive Officer
(please print)

ATTEST: [if required]

By: N/A

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

**SCOPE OF SERVICES
OFFICE OF ECONOMIC DEVELOPMENT
DIVISION OF HOUSING
PROJECT NAME: HOPWA**

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

Federal Award ID (FAIN) #: COH19-F001
Federal Award Date: Anticipated June 1, 2019
Federal Awarding Agency: U.S. Housing and Urban Development (HUD)
Pass-Through Entity: City and County of Denver
Awarding Official: Dept. of Housing and Urban Development (HUD)
Community Planning and Development
Region VIII
1670 Broadway Street
Denver CO 80202-4801

I. INTRODUCTION

Subaward Period of Performance Start and End Dates: January 1, 2019- December 31, 2018 2019

Federal Subaward Project Description:

The purpose of this contract agreement is to provide a Housing Opportunities for Persons with AIDS (HOPWA) Subaward for \$1,414,306.00 through the Office of Economic Development's Division of Housing. These funds will be provided to *Colorado Health Network, Inc. dba Denver Colorado AIDS Project* to be utilized for salaries, operating and direct program expenses for the Tenant Based Rental Assistance (TBRA), Short Term Rent Mortgage Utility Assistance, Supportive Services, and Permanent Housing Placement programs. This award is not for Research and Development (R&D).

Funding Source: HOPWA **Amount:** \$ 1,414,306.00 **CFDA # and Name:** 14.241 HOPWA

HOPWA –

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

Accomplishment Code: People/Households
Proposed Number of outcomes: 1100/280

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

EIN#: 84-0961159
DUNS#: 149-553331
**CCR (Central Contractor
Registration) Expiration Date:** _____
Address: 6260 East Colfax Avenue, Denver Colorado 80220-1515
Contact Person: Justine Sunshine
Phone: 303-962-4461

EXHIBIT A

Email: justine.sunshine@coloradohealthnetwork.org

Organization Type:

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

Project/activity located in a Target Area: Yes No

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

The Federal Funding Accountability and Transparency Act (FFATA)

1. In the business or organization's preceding completed fiscal year, the business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) received: (1) 80 percent or more of annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements:

Yes No

If YES, continue to statement 2.

1. The public has access to information about the compensation of the executives in the business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986:

Yes No N/A

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

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

N/A

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

II. ACTIVITY DESCRIPTION

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

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

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

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

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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.

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

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

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.

2. ELIGIBILITY CRITERIA

- a. **INCOME** - The participant household must be low to moderate income, with household income defined as at or below 80% AMI. The current HUD annual median income limits, adjusted by household size, can be found here: <http://www.huduser.org/portal/datasets/il.html>
- b. **VERIFICATION OF DIAGNOSIS** - The participant must have a verifiable diagnosis of AIDS (Acquired Immune Deficiency Syndrome) or tested to be seropositive for HIV (Human Immunodeficiency Virus). To receive HOPWA housing assistance and supportive services, at least one family member must have HIV/AIDS. The HOPWA-eligible person in any household can be a minor. However, an adult with custodial authority must accompany the eligible minor.

3. FAMILY MEMBERS

C1. BASIC REQUIREMENTS SUMMARY

Basic requirements for HOPWA program assistance are as follows:

- g. Eligibility: proof of HIV/AIDS status and household income at or below 80% Area Median Income (AMI).
- h. TBRA: rent calculation, housing inspection, lease, Fair Market Rent (FMR) limits, cancelled checks to landlord.
- i. STRMU: evidence of need, time limit calculation, cancelled payment checks.
- j. Supportive services: documentation fitting with type of service (e.g., transportation, case management), that service was delivered, time sheets, client participation records.
- k. Permanent Housing: Proper categorization of housing information and permanent housing placement activities and costs
- l. 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.

4. ELIGIBILITY CRITERIA

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- a. **INCOME** - The participant household must be low to moderate income, with household income defined as at or below 80% AMI. The current HUD annual median income limits, adjusted by household size, can be found here: <http://www.huduser.org/portal/datasets/il.html>
- b. **VERIFICATION OF DIAGNOSIS** - The participant must have a verifiable diagnosis of AIDS (Acquired Immune Deficiency Syndrome) or tested to be seropositive for HIV (Human Immunodeficiency Virus). To receive HOPWA housing assistance and supportive services, at least one family member must have HIV/AIDS. The HOPWA-eligible person in any household can be a minor. However, an adult with custodial authority must accompany the eligible minor.

5. FAMILY MEMBERS

DCAP 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.

6. OUTCOME BASED FUNDING:

DCAP will use an "Outcome Based Funding" tracking program which will track the extent to which program participants experience the benefits or changes intended.

7. MEMORANDUM OF UNDERSTANDING (MOU)

DCAP will enter into a Memorandum of Understanding (MOU) with each participating Case Management Agency. A copy of the MOU will be provided to the Housing and Neighborhood Development (HAND) HOPWA Administrator and the Contract Administrator. The case managers of these agencies and [VENDOR] 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. [VENDOR] will hold these agencies responsible for any errors made in eligibility.

8. CASE MANAGEMENT

- a. All participants must be case-managed as evidenced by referrals and case manager summaries in the client files.
- b. DCAP 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.

9. 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 DCAP 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.

10. 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.

11. CONFIDENTIALITY

DCAP will agree to ensure the confidentiality of the name and any other information regarding individuals assisted under

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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.

12. 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.
- b. DCAP will coordinate and distribute affordable and supportive housing resources to participating case management agencies.
- c. DCAP 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. DCAP 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. DCAP 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. [VENDOR] will maintain a wait list and coordinate occupancy for one HOPWA-funded apartment units at Dave's Place. DCAP will coordinate occupancy for 21 units at Juan Diego.

13. 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.
- 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 is resulting in situations that result in eviction or foreclosure.

14. 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: DCAP 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.

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.

15. OUTCOME BASED FUNDING:

DCAP will use an "Outcome Based Funding" tracking program which will track the extent to which program participants experience the benefits or changes intended.

16. MEMORANDUM OF UNDERSTANDING (MOU)

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DCAP will enter into a Memorandum of Understanding (MOU) with each participating Case Management Agency. A copy of the MOU will be provided to the Housing and Neighborhood Development (HAND) HOPWA Administrator and the Contract Administrator. The case managers of these agencies and DCAP 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. DCAP will hold these agencies responsible for any errors made in eligibility.

17. CASE MANAGEMENT

- a. All participants must be case-managed as evidenced by referrals and case manager summaries in the client files.
- b. DCAP 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.

18. 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 DCAP 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.

19. 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.

20. 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.

21. 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.
- b. DCAP will coordinate and distribute affordable and supportive housing resources to participating case management agencies.
- c. DCAP 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. DCAP 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.
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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. [VENDOR] will maintain a wait list and coordinate occupancy for one HOPWA-funded apartment units at Dave’s Place. [VENDOR] will coordinate occupancy for 21 units at Juan Diego.

22. 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.
- 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 is resulting in situations that result in eviction or foreclosure.

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

3. Implementation Plan and Timeline

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

Task	Projected Beginning & End Dates
Provide TBRA program services to eligible households	January 1 – December 31, 2019
Provide STRMU program services to eligible households	January 1 – December 31, 2019
Provide Permanent Housing Placement program services to eligible households	January 1 – December 31, 2019
Provide Supportive Services and Case Management to eligible individuals	January 1 – December 31, 2019
Provide monthly reports	The 15 th of every month

4. Objective & Outcome and Indicators

Objective (select one)

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

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Outcomes (select one)

- Availability/Accessibility
- Affordability
- Sustainability

Indicators

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

Indicators – must be measurable
HUD Indicators:
Money Leveraged Number of proposed outcomes- <i>1100 people / 280 Households</i> Income Levels of people/family- <i>Low Income (at or below 80% AMI)</i> Race and Ethnicity- <i>To be reported on the OPMR</i>
Specific Indicators: Specific to this particular scope of work
TBRA - 100 households assisted 70% of residents of all housing programs will obtain or maintain permanent housing STRMU - 80 households eviction/foreclosure prevention Permanent Housing Placement - 100 households assisted 85% of individuals that received financial housing assistance will maintain permanent housing (measured after 6 months of services) reported to OED annually Supportive Services - 1100 individuals assisted 85% of participants will access/adhere to primary care appointments 75% of participants will show progress on their wellness plan
Housing and Neighborhood Outcomes (To be reported on the Outcome and Performance Measurement Report OPMR):
To assist OED in providing housing opportunities and support services for 1,500 low-income persons living with HIV/AIDS and their family members under the aggregate HOPWA program, direct housing assistance (e.g. TBRA, STRMU and permanent housing placement) will be the primary focus of the DCAP programming, in conjunction with other supportive services. Housing units must be within walking distance of transit corridors or critical support services (including, but not limited to primary care, dental care, pharmacy, food bank or other healthy food access, family/friends support system, etc.).

III. Budget

Please refer to the Cost Allocation Plan and budget narrative for a detailed estimated description and allocation of funds. Organization receives income from operations. Yes No If Yes, describe:
 Non-personnel costs are being funded. Yes No

IV. Reporting

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

Regardless of when the executed contract was received by the Contractor, Contractor is responsible for submitting a report from the start date of the contract; **even if no activity was conducted or expended. Contractor should report “No Activity” or outline those activities reimbursed with grant funds. If the Contractor completes the project**

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and all money is drawn, a final report will be submitted indicating “final report” and no further reports are required.

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

Outcome Performance Measurement

Report Frequency:

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

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

Income and Demographic Reporting Requirements

For programs that must fulfill the limited clientele activities, income data must be collected to verify that at least 51 percent of program participants are low- or moderate-income persons. The income limitations are set by HUD annually and OED’s Contracts & Performance Management (CPM) will provide the income limitations.

HOPWA funded contracts:

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

Self-Certification Verification with supporting income documentation Census block verified

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

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Colorado Health Network, Inc. dba Denver Colorado AIDS Project (DCAP)
Budget Narrative
Project Year 2019 (12 Months)

A. Personnel:

Director of Regional Programs

\$77,625 x 25% of time spent on project= \$19,406

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

Denver Programs Quality and Compliance Manager

\$63,000 x 25% of time spent on project= \$15,750

- Implements strategies to ensure program quality assurance on all program documentation, files, and service delivery.
- Develops, implements, and manages quality improvement plans as needed.

Housing and Resources Manager

\$55,500 x 40% of time spent on project= \$25,079

- Through work-plans and other mechanisms, carries out strategic direction at an operational level, within defined parameters and policies for TBRA, STRMU, and PHP.
- Provides day to day supervision of direct services staff.
- Assists in preparation of reports concerning the project.

Housing Programs Administrator

\$44,000 x 50% of time spent on project= \$22,000

- Coordinates all aspects of Denver CHN TBRA programs. Duties include client meetings, waitlist maintenance, eligibility screening, file upkeep, documentation, communications with participating landlords, recertification HQS inspections, trainings, and all other responsibilities associated with TBRA programs.
- Acts as a liaison between clients and Metro-area housing authorities and subsidized housing programs. Assists clients in paperwork, applications, and processes.
- Assesses client housing needs and makes appropriate referrals to programs and services both within CHN and outside the agency

Financial Assistance Coordinator

\$39,000 x 26% of time spent on project= \$10,140

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

Program Assistant

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\$34,165 x 75% of time spent on project= \$25,624

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

Bilingual Program Assistant

\$37,819 x 50% of time spent on project= \$18,909

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

Case Management Manager

\$49,519 x 40% of time spent on project= \$19,807

- Provides strategic direction at an operational level of case managers providing housing assistance.
- Provides day to day supervision of direct services staff.

Housing Specialist Case Manager

\$39,827 x 100% of time spent on project= \$39,827

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

Case Management: Provides case management services, service linkage, and housing assessments to clients facing housing challenges due to low-income or homelessness. Links clients to TBRA, PHP, and STRMU financial assistance.

Admission Coordinator/Case Manager 1: \$54,444 x 45% of time spent on project= \$24,500

Case Manager 2: \$40,860 x 25% of time spent on project= \$10,215

Case Manager 3: \$41,400 x 25% of time spent on project= \$10,350

Case Manager 4: \$39,827 x 25% of time spent on project= \$9,957

Case Manager 5: \$29,870 x 25% of time spent on project= \$7,468

Case Manager 6: \$41,032 x 25% of time spent on project= \$10,258

Case Manager 7: \$40,860 x 25% of time spent on project= \$10,215

Bilingual Case Manager 8: \$40,860 x 25% of time spent on project= \$10,215

Bilingual Case Manager 9: \$36,021 x 25% of time spent on project= \$9,005

TOTAL PERSONNEL COST: \$ 290,257

B. Fringe Benefits:

Fringe Benefits are calculated at a rate of 22% and includes:

Payroll taxes: Includes FICA, Social Security, and Medicare

Insurance: Includes health, dental, short-term disability, long-term disability, and life insurance.

Worker's compensation

Unemployment Insurance

Retirement plan contribution

Tuition reimbursement

TOTAL FRINGE BENEFITS: \$ 63,857

C. Office Expenses:

Item	Computation	Cost
Office Supplies (pens, paper, ink, envelopes, postage, etc.)	\$266/month x 12 months	\$3,195

TOTAL SUPPLIES COSTS: \$ 3,195

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

D. Communication:

Item	Computation	Cost
Telephone and website services	\$127/month x 12 months	\$1,524

TOTAL COMMUNICATION COSTS: \$ 1,524

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

E. Insurance:

Property and liability insurance: \$162/month x12 months= \$1,944

TOTAL INSURANCE COSTS: \$ 1,944

F. Travel Staff:

Purpose of Travel: Local Mileage

- Average of 73 trips at \$0.55/mile x 10 miles= \$400
- Travel for staff to attend local meetings, client appointments (including TBRA inspections), and trainings locally.

TOTAL TRAVEL COSTS: \$ 400

G. Facilities:

Facility	Computation	Cost
CHN Denver	\$2,992.22/ month x 12 months	\$ 35,064

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Facility charges include depreciation (\$2,079), lease payments for copier and postage machine (\$67.70), security service (\$18.41), janitorial service and supplies (\$225.22), recycling (\$8.02), utilities (\$569.32), and building maintenance (\$24.55). Funds are allocated for facility 24,192 square feet and are allocated based on the square feet of space assigned to employees. These amounts are further allocated by the percent of time the employee is working on the HOPWA grant.

TOTAL FACILITIES COSTS: \$ 35,064

H. Meetings/Events:

- Community engagement activities:
 - We will host two open house forums for up to 50 clients in each forum so clients can learn more about housing programs and clients can provide feedback on services.
 - Supplies: \$33 per forum (paper, pens, easel pads) x 2 forums= \$66
 - Food will be provided at each forum (\$17/person)
 - \$17 x 50 clients x 2 forums= \$1,766

TOTAL MEETINGS/EVENTS COSTS: \$ 1,766

I. Professional Services:

IT Supervision

IT Supervision will provide agency computer support. We have outsourced our information systems support to provide day-to-day support of our computer networks and phones. Agency total is based on a long-term contract. These services are generally allocated by FTE and specific services for the grant are directly posted to the grant.

IT Supervision \$374/month x 12 months \$4,488

TOTAL PROFESSIONAL SERVICES: \$4,488

J. Other Direct Expenses:

Tenant-Based Rental Assistance (TBRA):

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

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

- 80 clients @ \$1200 STRMU assistance= \$96,000
- Per program regulations, \$1200 is the maximum amount of assistance per year that clients can receive through the STRMU program.

Permanent Housing Placement (PHP):

- 100 clients @ \$1000 average PHP assistance= \$100,000
- Based on prior year's data, \$1000 is budgeted to support deposit/move-in assistance.

TOTAL OTHER DIRECT COSTS: \$ 947,200

EXHIBIT A

K. Indirect Costs:

Description	Computation	Cost
Non-personnel direct costs	\$995,579 x 4%	\$39,823
Personnel direct costs	\$354,113 x 7%	\$24,788

TOTAL INDIRECT COSTS: \$ 64,611

Total Amount Requested from OED: \$1,414,306

EXHIBIT A

Program Budget and Cost Allocation Plan Summary

Contractor Name: Colorado Health Network, Inc. dba Denver Colorado AIDS Project Program Year: 2019
 Project : HOPWA Supportive Services, TBRA, STRMU, and PHP Combined Budget
 Contract Dates: 1/1/2019 12/31/2019 Return to OED Project Specialist: Melissa Thate

Budget Category	Agency Total (All Funding Sources)			Project Costs OED Funding 1 201100000		Project Costs OED Funding 2 201100000		Total Project Costs requested from OED		Other City & County of Denver Funding (Add applicable funding as necessary)		Other Federal Funding		Other Non-Federal Funding		Agency Total	
	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Personnel: Name and Job Title																	
Director of Regional Programs	\$77,625.00	19,406	25.00%		0.00%	19,406	25.00%		0.00%	58,219	75.00%		0.00%	77,625	100.00%		
Denver Programs Quality and Compliance Manager	\$63,000.00	15,750	25.00%		0.00%	15,750	25.00%		0.00%	47,250	75.00%		0.00%	63,000	100.00%		
Housing and Resources Manager	\$55,000.00	27,500	50.00%		0.00%	27,500	50.00%		0.00%	27,500	50.00%		0.00%	55,000	100.00%		
Housing Programs Administrator	\$44,000.00	22,000	50.00%		0.00%	22,000	50.00%		0.00%	22,000	50.00%		0.00%	44,000	100.00%		
Financial Assistance Coordinator	\$39,000.00	10,140	26.00%		0.00%	10,140	26.00%		0.00%	28,860			0.00%	39,000	100.00%		
Program Assistant	\$34,165.00	25,624	75.00%		0.00%	25,624	75.00%		0.00%	8,541	25.00%		0.00%	34,165	100.00%		
Bilingual Program Assistant	\$37,819.00	18,909	50.00%		0.00%	18,909	50.00%		0.00%	18,910	50.00%		0.00%	37,819	100.00%		
Case Management Manager	\$49,519.00	19,807	40.00%		0.00%	19,807	40.00%		0.00%	29,712	60.00%		0.00%	49,519	100.00%		
Housing Specialist Case Manager	\$39,827.00	39,827	100.00%		0.00%	39,827	100.00%		0.00%	-	0.00%		0.00%	39,827	100.00%		
Admissions/Medical Case Manager 1	\$54,444.00	13,611	25.00%		0.00%	13,611	25.00%		0.00%	40,833	75.00%		0.00%	54,444	100.00%		
Medical Case Manager 2	\$40,860.00	10,215	25.00%		0.00%	10,215	25.00%		0.00%	30,645	75.00%		0.00%	40,860	100.00%		
Medical Case Manager 3	\$41,400.00	10,350	25.00%		0.00%	10,350	25.00%		0.00%	31,050	75.00%		0.00%	41,400	100.00%		
Medical Case Manager 4	\$39,827.00	9,957	25.00%		0.00%	9,957	25.00%		0.00%	29,870	75.00%		0.00%	39,827	100.00%		
Medical Case Manager 5	\$29,870.00	7,468	25.00%		0.00%	7,468	25.00%		0.00%	22,402	75.00%		0.00%	29,870	100.00%		
Medical Case Manager 6	\$41,032.00	10,258	25.00%		0.00%	10,258	25.00%		0.00%	30,774	75.00%		0.00%	41,032	100.00%		
Medical Case Manager 7	\$40,860.00	10,215	25.00%		0.00%	10,215	25.00%		0.00%	30,645	75.00%		0.00%	40,860	100.00%		
Bilingual Medical Case Manager 7	\$40,860.00	10,215	25.00%		0.00%	10,215	25.00%		0.00%	30,645	75.00%		0.00%	40,860	100.00%		
Bilingual Medical Case Manager 8	\$36,021.00	9,005	25.00%		0.00%	9,005	25.00%		0.00%	27,016	75.00%		0.00%	36,021	100.00%		
Total Salary:	805,129	290,257	36.05%	-	0.00%	290,257	36.05%	-	0.00%	514,872	63.95%	-	0.00%	805,129	100.00%		
Fringes	\$177,128	63,857			0.00%	63,857			0.00%	113,272			0.00%	177,128	100.00%		
Personnel Total:	982,257	354,114	36.05%	-	0.00%	354,114	36.05%	-	0.00%	628,144	63.95%	-	0.00%	982,257	100.00%		
Non-Personnel:																	
Office Expenses, Supplies & Equipment	\$82,230.00	3,195	3.89%		0.00%	3,195	3.89%		0.00%	79,035	96.11%		0.00%	82,230	100.00%		
Communication	\$25,138.00	1,524	6.06%		0.00%	1,524	6.06%		0.00%	23,614	93.94%		0.00%	25,138	100.00%		
Insurance	\$12,506.00	1,944	15.54%		0.00%	1,944	15.54%		0.00%	10,562	84.46%		0.00%	12,506	100.00%		
Travel - Staff	\$8,350.00	400	4.79%		0.00%	400	4.79%		0.00%	7,950	95.21%		0.00%	8,350	100.00%		
Travel - Client																	
Equipment rental																	
Facilities	\$175,895.00	35,064	19.93%		0.00%	35,064	19.93%		0.00%	140,831	80.07%		0.00%	175,895	100.00%		
Educational Materials - Customers																	
Meetings/Events	\$18,000.00	1,766	9.81%		0.00%	1,766	9.81%		0.00%	16,234	90.19%		0.00%	18,000	100.00%		
Professional Services - IT Support	\$30,471.00	4,488	14.73%		0.00%	4,488	14.73%		0.00%	25,983	85.27%		0.00%	30,471	100.00%		
Professional Services -																	
Professional Services -																	
Subcontractor (Specify)																	
Subcontractor (Specify)																	
Subcontractor (Specify)																	
Other Direct Expense: TBRA	\$751,200.00	751,200	100.00%		0.00%	751,200	100.00%		0.00%	-	0.00%		0.00%	751,200	100.00%		
Other Direct Expense: STRMU	\$96,000.00	96,000	100.00%		0.00%	96,000	100.00%		0.00%	-	0.00%		0.00%	96,000	100.00%		
Other Direct Expense: PHP	\$100,000.00	100,000	100.00%		0.00%	100,000	100.00%		0.00%	-	0.00%		0.00%	100,000	100.00%		
Construction Costs																	
Indirect Costs	\$163,090.71	64,611	39.62%		0.00%	64,611	39.62%		0.00%	98,480	60.38%		0.00%	163,091	100.00%		
Total Non-Personnel	1,462,881	1,060,192	72.47%	-	0.00%	1,060,192	72.47%	-	0.00%	402,689	27.53%	-	0.00%	1,462,881	100.00%		
Total Project Cost	2,445,138	1,414,306	57.84%	-	0.00%	1,414,306	57.84%	-	0.00%	1,030,833	42.16%	-	0.00%	2,445,138	100.00%		
Program Income (through funded activities)																	
Non-Project:																	
Personnel Costs:																	
Non-Personnel Costs:																	
Other (Specify):																	
Total Non-Project Cost	-	-		-		-		-		-		-		-			
Grand Total	2,445,138	1,414,306	58%	-	0.00%	1,414,306	57.84%	-	0.00%	1,030,833	42.16%	-	0.00%	2,445,138	100.00%		

EXHIBIT B

FINANCIAL ADMINISTRATION:

1.1 Compensation and Methods of Payment

- 1.1.1 Disbursements shall be processed through the Office of Economic Development (OED) - Financial Management Unit (FMU) and the City and County of Denver's Department of Finance.
- 1.1.2 The method of payment to the Contractor by OED shall be in accordance with established FMU procedures for line-item reimbursements. The Contractor must submit expenses and accruals to OED on or before the last day of each month for the previous month's activity. Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with OED policies. Vouchers should be submitted within thirty (30) days of the actual service, expenditure or payment of expense, except for the final voucher for reimbursement.
- 1.1.3 The Contractor shall submit the final voucher for reimbursement no later than **forty-five (45) days after the end of the contract period.**
- 1.1.4 The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget attached to and made a part of this Agreement (Exhibit A).

1.2 Vouchering Requirements

- 1.2.1 In order to meet Federal Government requirements for current, auditable books at all times, it is required that all vouchers be submitted monthly to OED in order to be paid.
 - a. The first exception will be that expenses cannot be reimbursed until the funds under this contract have been encumbered.
 - b. The second exception will be that costs cannot be reimbursed until they total a minimum of \$35 unless it is a final payment voucher, or the final voucher for the fiscal year (ending December 31).
- 1.2.2 No more than six (6) vouchers may be submitted per contract per month, without prior approval from OED.
- 1.2.3 All vouchers for all Agreements must be correctly submitted within forty-five (45) days of the Agreement end date to allow for correct and prompt closeout.
- 1.2.4 City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.

- 1.2.5 Only allowable costs determined in accordance with 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (the “OMB Omni Circular”) applicable to the organization incurring the cost will be reimbursed.
- 1.2.6 The reimbursement request, or draw request, for personnel and non-personnel expenses should be submitted to the City on a monthly basis, no later than the last day of the following month for expenses incurred in the prior month. The request for reimbursement should include:
- a. Amount of the request in total and by line item;
 - b. Period of services for current reimbursement;
 - c. Budget balance in total and by line item;
 - d. Authorization for reimbursement by the contract signatory (i.e., executive director or assistant director).
- 1.2.7 If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to OED prior to the draw request.
- 1.2.8 The standardized OED “Expense Certification Form” should be included with each payment request to provide the summary and authorization required for reimbursement.

1.3 Payroll

- 1.3.1 A summary sheet should be included to detail the gross salary of the employee, amount of the salary to be reimbursed, the name of the employee, and the position of the employee. If the employee is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be shown on the timesheet as described below. Two items are needed for verification of payroll: (1) the amount of time worked by the employee for this pay period; and (2) the amount of salary paid to the employee, including information on payroll deductions.
- 1.3.2 The amount of time worked will be verified with timesheets. The timesheets must include the actual hours worked under the terms of this contract, and the actual amount of time worked under other programs. The total hours worked during the period must reflect all actual hours worked under all programs including leave time. The employee’s name, position, and signature, as well as a signature by an appropriate supervisor, or executive director, must be included on the timesheets. If the timesheet submitted indicates that the employee provided services payable under this contract for a portion of the total time worked, then the amount of reimbursement requested must be calculated and documented in the monthly reimbursement request.

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

1.4 Fringe Benefits

- 1.4.1 Fringe benefits paid by the employer can be requested by applying the FICA match of 7.65 percent to the gross salary paid under this contract. Fringe benefits may also include medical plans, retirement plans, worker's compensation, and unemployment insurance. Fringe benefits that exceed the FICA match may be documented by 1) a breakdown of how the fringe benefit percentage was determined prior to first draw request; or, 2) by submitting actual invoices for the fringe benefits. If medical insurance premiums are part of the estimates in item #1, one-time documentation of these costs will be required with the breakdown. Payroll taxes may be questioned if they appear to be higher than usual.

1.5 General Reimbursement Requirements

- 1.5.1 Invoices: All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Contractor, and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
- 1.5.2 Mileage: A detailed mileage log with destinations and starting and ending mileage must accompany mileage reimbursement. The total miles reimbursed and per mile rate must be stated. Documentation of mileage reimbursement to the respective employee must be included with the voucher request.
- 1.5.3 Pager/Cell Phone: Written statement from executive director will be required certifying that cell phone is necessary and reasonable to run the program. And, if the monthly usage charge is exceeded in any month, a detailed phone log will be required for the amount of the overage.
- 1.5.4 Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by OED.
- 1.5.5 Service Period and Closeout: All reimbursed expenses must be incurred during the time period within the contract. The final payment request must be received

by OED within forty-five (45) days after the end of the service period stated in the contract.

2.1 Program Income

- 2.1.1 Program income includes, without limitation, income from fees for services performed, from the use or rental of real or personal property acquired with contract funds, from the sale of commodities or items fabricated under a contract agreement, and from payments of principal and interest on loans made with contract funds.
- 2.1.2 Program income may be deducted from total allowable costs to determine net allowable costs and may be used for current reimbursable costs under the terms of this contract. Program income which was not anticipated at the time of the award may be used to reduce the award contribution rather than to increase the funds committed to the project. ALL PROGRAM INCOME GENERATED DURING ANY GIVEN PERIOD SUBMITTED FOR PAYMENT SHALL BE DOCUMENTED ON THE VOUCHER REQUEST.
- 2.1.3 The Contractor, at the end of the program, may be required to remit to the City all or a part of any program income balances (including investments thereof) held by the Contractor (except AS APPROVED IN WRITING BY OED, INCLUDING those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs), unless otherwise directed in writing by OED.

3.1 Financial Management Systems

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

- 3.1.1 Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal financial reporting requirements.
- 3.1.2 Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
- 3.1.3 Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property and it must be assured that it is used solely for authorized purposes.

- 3.1.4 Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
- 3.1.5 Applicable OMB Omni Circular cost principles, agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
- 3.1.6 Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
- 3.1.7 The Contractor shall maintain separate accountability for OED funds as referenced in 24 C.F.R. 85.20 and the OMB Omni Circular.
- 3.1.8 The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
- 3.1.9 A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
- 3.1.10 The Contractor shall participate, when applicable, in OED provided staff training sessions in the following financial areas including, but not limited to (1) Budgeting and Cost Allocation Plans; (2) Vouchering Process.

4.1 Audit Requirements

- 4.1.1 If the Contractor expends seven hundred and fifty thousand dollars (\$750,000) or more of federal awards in the Contractor's fiscal year, the Contractor shall ensure that it, and its sub recipients(s), if any, comply with all provisions of the OMB Omni Circular.
- 4.1.2 A copy of the final audit report must be submitted to the OED Financial Manager within the earliest of thirty (30) calendar days after receipt of the auditor's report; or nine (9) months after the end of the period audited.
- 4.1.3 A management letter, if issued, shall be submitted to OED 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 OED 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 OED

funding, the Contactor shall prepare and submit a Corrective Action Plan to OED in accordance with the Single Audit Act Amendments and the OMB Omni Circular, as set forth in 24 C.F.R. Part 45 for each applicable management letter matter.

- 4.1.4 All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **OED Financial Management Unit**.
- 4.1.5 The Contractor will be responsible for all Questioned and Disallowed Costs.
- 4.1.6 The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

5.1 Budget Modification Requests

- 5.1.1 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 only notification to OED 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 OED. Such budget and service modifications will require submittal by Contractor of written justification and new budget documents. All other contract modifications will require an amendment to this Agreement executed in the same manner as the original Agreement.
- 5.1.2 The Contractor understands that any budget modification requests under this Agreement must be submitted to OED prior to the last Quarter of the Contract Period, unless waived in writing by the OED Director.

6.1 Procurement

- 6.1.1 The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services (including insurance) supplies, or other property that costs more than five thousand dollars (\$5,000) in the aggregate.
- 6.1.2 The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include, but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

- 6.1.3 If there is a residual inventory of unused supplies exceeding five thousand dollars (\$5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other federally sponsored programs or projects the Contractor will compensate the awarding agency for its share.

7.1 Bonding

- 7.1.1 OED may require adequate fidelity bond coverage, in accordance with 24 C.F.R. 84.21, where the subrecipient lacks sufficient coverage to protect the Federal Government's interest.

8.1 Records Retention

- 8.1.1 The Contractor must retain for five (5) 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.
- 8.1.2 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.

9.1 Contract Close-Out

- 9.1.1 All Contractors are responsible for completing required OED contract close-out forms and submitting these forms to their appropriate OED Contract Specialist within sixty (60) days after the Agreement end date, or sooner if required by OED in writing.
- 9.1.2 Contract close out forms will be provided to the Contractor by OED within thirty (30) days prior to end of contract.
- 9.1.3 OED 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, OED reserves the right to unilaterally close out a contract, "unilaterally close" means that no additional money may be expended against the contract.

10.1 Collection of amounts due

- 10.1.1 Any funds paid to a Contractor in excess of the amount to which the Contractor is finally determined to be entitled under the terms of the award constitute a debt to the Federal Government and the City. If not paid within a reasonable period after demand, OED 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.



ADDITIONAL REMARKS SCHEDULE

AGENCY CCIG		NAMED INSURED Colorado Health Network, Inc. dba Colorado AIDS Project 6260 E. Colfax Denver, CO 80220	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Network Security & Privacy coverage limit \$1M with \$10K deductible
Employee Privacy coverage limit \$1M with \$10K deductible
Security Event Cost coverage limit \$1M with \$10K deductible