

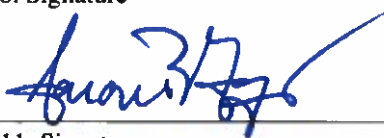
Grant Agreement
Housing Opportunities for Persons With AIDS (HOPWA)
Program
CFDA Number 14.241

U.S. Department of Housing and Urban
Development
Office of Community Planning and Development

<p>1. Grantee Name and Address: City and County of Denver 101 W Colfax Ave, Suite 850 Denver, CO 80202</p>	<p>2. Grant Number: COH18-F001</p>
<p>5. Fiscal Year: 2018</p>	<p>3. Tax Identification Number: 846000580 4. Unique Entity Identifier (DUNS): 034108758 6. Grant Amount: \$2,017,134.00</p>

- I. This Grant Agreement is made and entered into by and between the U.S. Department of Housing and Urban Development (“HUD”) and the Grantee identified in Box 1 of this page of the Grant Agreement, pursuant to the AIDS Housing Opportunity Act, codified as amended at 42 U.S.C. §§ 12901-12912 (the “Act”), and regulations for the Housing Opportunities for Persons With AIDS (“HOPWA”) program at 24 CFR part 574 (the “Regulations”).
- II. Subject to the Terms and Conditions of this Grant Agreement, HUD agrees to provide a HOPWA formula grant (“Grant”) to the Grantee in the amount listed on Box 6 of this page of the Grant Agreement (“Grant Funds”).
- III. The Grantee’s Consolidated Plan/Action Plan prepared and submitted in accordance with 24 CFR part 91 and any certifications and assurances are hereby incorporated into this Grant Agreement.
- IV. The Grantee agrees to comply with all HOPWA program requirements, as they may be amended from time to time. Such requirements consist of the Act, Regulations, and other applicable HUD regulations, including 24 CFR part 135 (“Economic Opportunities for Low- and Very Low-Income Persons”), 24 CFR part 87 (“New Restrictions on Lobbying”), and HUD’s equal access requirements at 24 CFR 5.105(a)(2) and 5.106.
- V. The Grantee agrees to ensure that each Project Sponsor to which it provides Grant Funds will comply with the Act, Regulations, other applicable HUD regulations, and this Grant Agreement and will agree to 24 CFR 574.500(b)(1)-(4).
- VI. The Grantee agrees to draw down Grant Funds not less than quarterly. A request by the Grantee to draw down Grant Funds under any payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with this Grant Agreement.
- VII. The Grantee agrees to comply with HUD instructions regarding use of and reporting in the Integrated Disbursement and Information System (“IDIS”) or its successor.
- VIII. If the Grantee uses homelessness or chronic homelessness as primary client eligibility criteria, the Grantee agrees to use a Homeless Management Information System (“HMIS”) to track services for homeless clientele. These local data systems must maintain client confidentiality by using a closed system in which medical information and HIV status are not shared with providers that do not have direct involvement in the client’s case management, treatment, and care in line with the signed release of information from the client. “Client,” as used in this Grant Agreement, refers to an eligible person (as defined at 24 CFR 574.3) assisted with Grant Funds.
- IX. The Grantee agrees to comply with the award term and condition for reporting of matters related to recipient integrity and performance at Appendix XII to 2 CFR part 200.
- X. The Grantee agrees to commit program income to the Grant in accordance with the addition method as provided in 2 CFR 200.307(e)(2).
- XI. The Grantee agrees to assume the responsibility for environmental review, decision-making, and action that would otherwise apply to HUD in accordance with 24 CFR 58.4 and 24 CFR 574.510.

- XII. The Grantee agrees to record a Declaration of Restrictive Covenant in accordance with state and local law with respect to any building or structure assisted with Grant Funds that incorporates the relevant minimum use period in 24 CFR 574.310(c) and obligates the Grantee or Project Sponsor, and its successors and assigns, to operate and maintain the building or structure in accordance with the Act, the Regulations and the terms and conditions of this Grant Agreement.
- XIII. The Grantee agrees to obtain and ensure that any Project Sponsor to which it provides Grant Funds agrees to obtain certificates of completion of the Getting to Work, HOPWA Oversight, and CPD Financial Management training curriculums by at least one of its employees every three years.
- XIV. The Grantee agrees to conduct an ongoing assessment of the housing assistance and supportive services required by clients as identified in Individual Housing and Service Plans, including an annual assessment of their housing situation, a reevaluation of the appropriateness of rental subsidies or other support, and a report on annual results of program activities under HOPWA client outcome goals.
- XV. The Grantee agrees to assure the adequate provision of supportive services to clients in the program supported by Grant Funds.
- XVI. In the case of client eligibility records, the Grantee agrees to update records no less than annually.
- XVII. The Grantee agrees to comply with such other terms and conditions as HUD may establish for purposes of carrying out the program supported by Grant Funds in an effective and efficient manner.
- XVIII. This Grant is not for research and development (R&D), as defined at 2 CFR 200.87.
- XIX. This Grant Agreement may not be amended except in a writing executed by authorized officials of HUD and the Grantee. The effective date of any amendment to this Grant Agreement shall be the date that HUD approves the amendment.
- XX. A default shall occur when the Grantee fails to comply with the Act, Regulations, any other applicable HUD regulations, or this Grant Agreement. In the event of a default, HUD may take one or more of the actions provided in 2 CFR 200.338 after providing the Grantee with an opportunity for informal consultation in accordance with 24 CFR 574.500(c). Nothing in this Article shall limit any remedies otherwise available to HUD in the case of a default by the Grantee. No delay or omissions by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default.
- XXI. The Federal award date of the Grant Funds that HUD agrees to provide through this Grant Agreement is the date of execution of this Grant Agreement by HUD.
- XXII. The period of performance begins on the date that this Grant Agreement is executed by both parties and ends three years thereafter.

7. For HUD (Name, Title, and Contact Information of Authorized Official) Aaron Gagné - HUD Community Planning and Development Director	8. Signature 	9. Date (mm/dd/yyyy) 09/12/2018
10. For the Grantee (Name and Title of Authorized Official)	11. Signature	12. Date (mm/dd/yyyy)

Indirect Cost Rate Schedule
(To be added as attachment to HOPWA Grant Agreement)

The Grantee shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Grantee shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Grantee shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

INDIRECT COST RATE SCHEDULE

Grantee agency/department	Indirect cost rate (%)	Type of Direct Cost Base
	%	
	%	
	%	

Instructions: The Grantee must identify each agency or department of the Grantee that will carry out activities under the Grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for Project Sponsors.