

**SUBAWARD AGREEMENT
CONTINUUM OF CARE GRANT AGREEMENT**

THIS SUBAWARD AGREEMENT (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **THE EMPOWERMENT PROGRAM INC.**, a Colorado nonprofit, whose address is 1600 York Street, Denver, CO 80206 (the “Subrecipient”), individually a “Party” and jointly the “Parties.”

RECITALS

WHEREAS, the City has been allocated funds under the Continuum of Care (“COC”) program (CFDA # 14.267) from the United States Department of Housing and Urban Development (“HUD”), pursuant to Title IV of the McKinney-Vento Homeless Assistance Act, 42 U.S.C. 11301, et seq., as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (“HEARTH Act”), and the Continuum of Care Program rules at 24 C.F.R. Part 578, to provide rental assistance and support services to homeless and other eligible persons and families in connection with the COC program (the “Program”);

WHEREAS, the use of Program funding will assist in efforts to rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness; and

WHEREAS, the Subrecipient represents that it is qualified to participate in the Program and has the requisite qualifications, expertise, and experience in the provision of services to eligible individuals and families and is willing to provide services to support those in need.

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

1. **COORDINATION AND LIAISON**: The Subrecipient shall fully coordinate all services under the Agreement with the Executive Director (“Director”) of the Department of Housing Stability (“Agency” or “HOST”) or the Director’s designee.
2. **GRANT AWARD**: This Agreement is funded by, subject to, and entered into pursuant to the authority of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371, et seq.) and is subject to the applicable annual appropriations act; the Continuum of Care Program, 24 CFR Part 578, as now in effect and as may be amended; and all applicable federal laws, regulations, and policies, and any special conditions attached hereto and incorporated herein. The Subrecipient agrees that it shall be bound by the terms and conditions of the grant agreement between the funding entity and the City, attached hereto and incorporated herein as **Exhibit C**, and such other rules, including the federal provisions attached hereto as **Exhibit D**, regulations, or requirements as the United States Department of Housing and Urban Development (“HUD”) may reasonably impose. The Subrecipient acknowledges and agrees that this Agreement is contingent upon an allocation and receipt of Program funds from HUD and the authorization given to the City to use a portion of its allocation in the amount set forth in this Agreement to reimburse the Subrecipient for the provision of its services under this Agreement. The Subrecipient’s failure to perform, as required, may, in addition to other remedies set forth in this Agreement, result in readjustment of the amount of funds the City is otherwise obligated to pay to the Subrecipient pursuant to the terms hereof.

3. **SERVICES TO BE PERFORMED**: As the Director directs, the Subrecipient shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A**, Scope of Work, to the City's satisfaction. The Subrecipient is ready, willing, and able to provide the services required by this Agreement. The Subrecipient shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement. The Subrecipient agrees to follow the City's referral policies, including adherence to rules addressing services to clients who are denied due to ineligibility. All records, data, specifications, and documentation prepared by the Subrecipient under this Agreement, when delivered to and accepted by the Director, shall become the property of the City.
4. **TERM**: The Agreement will commence on November 1, 2022, and will expire, unless sooner terminated, on October 31, 2023 (the "Term"). Subject to the Director's prior written authorization, the Subrecipient shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.
5. **COMPENSATION AND PAYMENT**
 - 5.1. **Budget**: The City shall pay, and the Subrecipient shall accept as the sole compensation for services rendered and costs incurred and paid under the Agreement payment not to exceed the line budget amounts set forth in **Exhibit A**. The Subrecipient certifies the budget line items in **Exhibit A** contain reasonable allowable direct costs and allocable indirect costs in accordance with 2 C.F.R. 200, Subpart E. The City shall not allow claims for services furnished by the Subrecipient that are not specifically authorized by this Agreement.
 - 5.2. **Reimbursable Expenses**: There are no reimbursable expenses allowed under the Agreement. All the Subrecipient's expenses are contained in the budget in **Exhibit A**. The City is not obligated to pay the Subrecipient for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Subrecipient in performing services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.
 - 5.3. **Invoicing**: The Subrecipient shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought as well as other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. Funds will be disbursed in appropriate monthly increments, upon receipt and approval of Subrecipient's monthly invoices and any City required budget documents or reports. The Subrecipient's invoices will include all appropriate supporting documentation that may be pertinent to the services performed or expenses incurred and paid under this Agreement. The Subrecipient's invoices must identify costs and expenses incurred and paid in accordance with the budget contained in **Exhibit A**. Funds payable by the City hereunder shall be distributed to the Subrecipient on a reimbursement basis only for work performed and expenses incurred and paid during the prior month. Invoices submitted for payment must be received by the Agency as detailed in the attached **Exhibit A** or as directed. Invoices submitted for services rendered that are submitted after such deadline are untimely and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission.
 - 5.4. **Timesheets**: If applicable, timesheets must reflect the amount of time, as directed by the City, attributable to each activity performed under this Agreement. The Subrecipient must not allocate costs billed to this Agreement to another federal award unless the City notifies the Subrecipient in writing that that the City has shifted costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the terms and conditions of an

applicable federal award. Each invoice requesting payment under this Agreement will contain all necessary attestations as directed by the City.

5.5. Maximum Contract Amount

5.5.1. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed FIVE HUNDRED FORTY-FIVE THOUSAND SEVEN HUNDRED AND FORTY DOLLARS (\$545,740.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Subrecipient beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** or performed outside the Term are performed at the Subrecipient's risk and without authorization under the Agreement.

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

6. PROGRAM RESTRICTIONS

6.1. Funding Contingency: If federal funds or non-City funds constitute all or some of the funding under this Agreement, the City's obligation to pay the Subrecipient shall be contingent upon such non-City funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from non-City grant funds, and the City's liability for such payments shall be limited to the amount remaining of such grant funds. If state, federal, or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the City may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The City will, however, pay for services and goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest.

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

6.3. Matching Funds: As may be required by federal, state, or local law, the Subrecipient shall provide eligible matching funds or in-kind contributions as provided in **Exhibit A**. Prior to using federal funds as a source of matching funds, the Subrecipient shall require approval from the City and the applicable awarding agency. The Subrecipient shall report in writing to the City all contributions to be applied toward any non-federal match required under this Agreement ("Match

Report(s)"). Match Reports shall be submitted every four (4) months from the Term start date and attached to that month's invoice. The Subrecipient shall be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City and provide documentation that supports the match consistent with the federal guidelines found in 24 C.F.R. 578, *et seq.* Such contributions shall be recorded on a Match Report and submitted to the City and shall be available along with back up documentation for review at the request of the City. Match Reports shall list all contributions provided by the Subrecipient toward the match requirement and shall list the total amount of contributions made as of the date of the Match Report. The City reserves the right to withhold, adjust and/or reallocate final payments under this Agreement if it determines that the required match is not being met to the City's satisfaction or the current spending is inconsistent with amounts of non-federal match contributions. The Subrecipient's Match Report shall be certified to be correct by an authorized representative of the Subrecipient and shall reference the Agreement number as designated below on the City's signature page.

- 6.4. Closeout Procedures:** The Subrecipient shall comply with all contract closeout procedures directed by the City under this Agreement for final reimbursement, including but not limited to final review of payments, invoices, referrals, and required reporting documents, including closeout signature. To complete closeout, the Subrecipient shall timely provide the City with all deliverables, including documentation, and the Subrecipient final reimbursement request or invoice.
- 6.5. Client Records:** The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of the applicable award or this Agreement is prohibited except upon written consent of the client, their attorney, or guardian.
- 6.6. Pass-Through Provisions Required:** If the Subrecipient enters into any subcontracts or subgrants with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, the Subrecipient shall include provisions in its subcontracts regarding the federal and state laws identified or referenced in this Agreement. The Subrecipient retains full responsibility for complying with the terms of this Agreement, whether the services are provided directly or by a third party, and for including all relevant terms in its subcontracts.
- 6.7. Grievance Policy:** The Parties desire to ensure that clients are being adequately informed over pending actions concerning their continued participation in the program or activity provided by the Subrecipient. Also, clients must be allowed adequate opportunity to communicate dissatisfaction with the facilities or services offered by the Subrecipient. To satisfy this requirement, the Subrecipient agrees to provide a written "Grievance Policy" as a mechanism to provide opportunities for the City and its clients to meaningfully communicate problems, dissatisfaction, and concerns and to establish procedures for resolution of grievances. The policy must be communicated to clients upon their initial receipt of services. The Subrecipient agrees that a formal "Grievance Policy" will be adopted by its governing body and submitted to the Director for approval at the City's discretion on or before the commencement of the term of this Agreement. Failure to provide an acceptable Grievance Policy shall constitute a material breach of this Agreement.
- 6.8. Obligations Pursuant to The Applicant Verification Statute:** This Agreement is subject to C.R.S. § 24-76.5-101 and any rules adopted pursuant thereto (together the "Applicant Verification Statute"). As required by law, the Parties will cooperate to verify the lawful presence in the United States, of each natural person eighteen (18) years of age or older (the "Applicant"), who applies for federal, state or local public benefits conferred pursuant to this Agreement. This section shall be enforced without regard to race, religion, gender, ethnicity, or national origin. Verification of lawful presence in the United States is not required for any purpose for which lawful presence in the United States is not required by law, ordinance, or rule. Any expenditure

by the Subrecipient in violation of the Applicant Verification Statue, or any related federal or state laws, rules, or regulations are unauthorized expenditures subject to reimbursement.

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

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

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

8. REPORTS: The Subrecipient shall provide the Agency with the reports described in **Exhibit A** in such a format as may be designated by the City. Reports may be submitted electronically by disk or e-mail, followed by hard copy transmittal. In addition, the Subrecipient shall disclose, in a timely manner, in writing to the City and the federal or state awarding agency, all violations of federal or state criminal law involving fraud, bribery, or gratuity violations potentially affecting the applicable award. The City, the State of Colorado, or any relevant federal agency may impose penalties for noncompliance allowed under 2 C.F.R. Part 180, 2 C.F.R. § 200.338, and 31 U.S.C. 3321, which may include, without limitation, suspension, or debarment.

- 9. PERFORMANCE MONITORING/INSPECTION:** The Subrecipient shall permit the Director to monitor and review the Subrecipient's performance under this Agreement. The Subrecipient shall make available to the City for inspection all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hard copy or electronic format, used in the performance of any of the services required hereunder or relating to any matter covered by this Agreement to coordinate the performance of services by the Subrecipient in accordance with the terms of this Agreement. All such monitoring and inspection shall be performed in a manner that will not unduly interfere with the services to be provided under this Agreement. The Subrecipient agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of the City, the Subrecipient's record keeping practices and/or reporting to the City are not conducted in a timely and satisfactory manner, the City may withhold part or all payments under this Agreement until such deficiencies have been remedied. In the event of a withheld payment, the City agrees to notify the Subrecipient of the deficiencies that must be corrected to bring about the release of the withheld payment.
- 10. STATUS OF SUBRECIPIENT:** The Subrecipient, as defined in 2 C.F.R. Part 200, *et seq.*, is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Subrecipient nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. Any reference in this Agreement to "subcontractors" shall also mean subgrantees or third parties performing hereunder.
- 11. TERMINATION**
- 11.1.** The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon ten (10) days prior written notice to the Subrecipient. However, nothing gives the Subrecipient the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Director.
- 11.2.** Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Subrecipient or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Subrecipient's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.
- 11.3.** The City is entering into this Agreement to serve the public interest. If this Agreement ceases to further the City's public interest, the City, in its sole discretion, may terminate this Agreement, in whole or in part, for convenience by giving written notice to the Subrecipient.
- 11.4.** Upon termination of the Agreement, with or without cause, the Subrecipient shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.
- 11.5.** If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools, and facilities it owns that are in the Subrecipient's possession, custody, or control by whatever method the City deems expedient. The Subrecipient shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Subrecipient shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."
- 11.6.** If the funding agreement between the City and the applicable state or federal funding entity is terminated for any reason, the total amount of compensation to be paid to the Subrecipient

under this Agreement shall be reduced effective as of the date of termination of the funding agreement.

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

- 12.1. Withhold any or all payments to the Subrecipient, in whole or in part, until the necessary services or corrections in performance are satisfactorily completed during the authorized period to cure default;
- 12.2. Deny all requests for payment and/or demand reimbursement from the Subrecipient of all payments previously made to the Subrecipient for those services or deliverables that have not been satisfactorily performed and which, due to circumstances caused by or within the control of the Subrecipient, cannot be performed or if performed would be of no value to the Program. Denial of requests for payment and demands for reimbursement shall be reasonably related to the amount of work or deliverables lost to the City;
- 12.3. Deny in whole or in part any application or proposal from the Subrecipient for funding of the Program for a subsequent program year regardless of source of funds;
- 12.4. Reduce any application or proposal from the Subrecipient for refunding for the Program for a subsequent program year by any percentage or amount that is less than the total amount of compensation provided in this Agreement regardless of source of funds;
- 12.5. Refuse to award the Subrecipient, in whole or in part, all additional funds for expanded or additional services under the Program;
- 12.6. Deny or modify any future awards, grants, or contracts of any nature by the City regardless of funding source for the Subrecipient;
- 12.7. Modify, suspend, remove, or terminate the Agreement, in whole or in part. If the Agreement, or any portion thereof, is modified, suspended, removed, or terminated, the Subrecipient shall cooperate with the City in the transfer of the services as reasonably designated by the City; and/or
- 12.8. If this Agreement is terminated as a result of a default by the Subrecipient, the City may procure, upon such terms and conditions as the City deems appropriate, services similar to those terminated, and the Subrecipient shall be liable to the City for any damages arising from obtaining similar services.

13. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Subrecipient. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

14. INSURANCE

- 14.1. **General Conditions:** The Subrecipient agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Subrecipient shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices Section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days

prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Subrecipient shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices Section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Subrecipient shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Subrecipient. The Subrecipient shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- 14.2. Proof of Insurance:** The Subrecipient may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Subrecipient certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Subrecipient's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- 14.3. Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Subrecipient and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.
- 14.4. Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability – if required, the Subrecipient's insurer shall waive subrogation rights against the City.
- 14.5. Subcontractors and Subconsultants:** The Subrecipient shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Subrecipient and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 14.6. Workers' Compensation and Employer's Liability Insurance:** The Subrecipient shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- 14.7. Commercial General Liability:** The Subrecipient shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation, or misconduct.
- 14.8. Automobile Liability:** The Subrecipient shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.
- 14.9. Professional Liability (Errors & Omissions):** The Subrecipient shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in

force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

14.10. Cyber Liability: The Subrecipient shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

15. DEFENSE AND INDEMNIFICATION

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

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

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

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

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

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

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

18. ASSIGNMENT; SUBCONTRACTING: The Subrecipient shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Director’s prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the

City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Subrecipient shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor, or assign.

19. **INUREMENT**: The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
20. **NO THIRD-PARTY BENEFICIARY**: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Subrecipient receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
21. **NO AUTHORITY TO BIND CITY TO CONTRACTS**: The Subrecipient lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.
22. **SEVERABILITY**: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.
23. **CONFLICT OF INTEREST**
 - 23.1. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Subrecipient shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq.*, or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.
 - 23.2. The Subrecipient shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Subrecipient represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Subrecipient by placing the Subrecipient's own interests, or the interests of any party with whom the Subrecipient has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Subrecipient written notice describing the conflict.
24. **NOTICES**: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the Subrecipient at the address aforementioned and to the City at the addresses below:

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

With a copy to:

Denver City Attorney's Office
1437 Bannock St., Room 353

Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

25. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THIS AGREEMENT

25.1. 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”).

25.2. The Subrecipient certifies that:

25.2.1. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

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

25.2.3. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Subrecipient that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

25.2.4. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required 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.

25.2.5. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Subrecipient shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

25.2.6. It will comply with a 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.

25.3. The Subrecipient is liable for any violations as provided in the Certification Ordinance. If the Subrecipient violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of this Agreement. If this Agreement is so terminated, the Subrecipient shall be liable for actual and consequential damages to the City. Any 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 the Subrecipient from submitting bids or proposals for future contracts with the City.

26. DISPUTES: All disputes between the City and the Subrecipient arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by

D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.

- 27. 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).
- 28. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Subrecipient may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Subrecipient shall insert the foregoing provision in all subcontracts.
- 29. NO DISCRIMINATION IN PROGRAM ASSISTANCE:** In connection with the performance of work under the Agreement, the Subrecipient may not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of race, color, religion, national origin, ancestry, gender, age, military status, sexual orientation, gender identity or gender expression, marital or domestic partner status, political beliefs or affiliation, familial or parental status—including pregnancy, medical condition, military service, protective hairstyle, genetic information, or disability. The Subrecipient shall insert the foregoing provision in all subcontracts.
- 30. LIMITED ENGLISH PROFICIENCY:** Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, states national origin discrimination includes discrimination based on limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Subrecipient must reasonably ensure that LEP persons have meaningful access to its programs, services, and activities. The Subrecipient shall not charge program participants for the use of an oral or written translator or interpretation services. The Subrecipient shall comply with the City's requirements concerning the provision of interpreter services under this Agreement.
- 31. FAITH BASED ORGANIZATIONS AND SECTARIAN ACTIVITIES:** The Subrecipient shall not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this Agreement.
- 32. COMPLIANCE WITH ALL LAWS:** The Subrecipient shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.
- 33. LEGAL AUTHORITY:** The Subrecipient represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of the Subrecipient represents and warrants that he has been fully authorized by the Subrecipient to execute the Agreement on behalf of the Subrecipient and to validly and legally bind the Subrecipient to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either the Subrecipient or the person signing the Agreement to enter into the Agreement.

- 34. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.
- 35. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls—except for certain federal and state terms and conditions.
- 36. INTELLECTUAL PROPERTY RIGHTS:** The City and the Subrecipient intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Subrecipient and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Subrecipient shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Subrecipient (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The Parties agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of the Subrecipient made available, directly or indirectly, by the Subrecipient to the City as part of the Scope of Services (collectively, “Subrecipient Materials”), are the exclusive property of the Subrecipient or the third parties from whom the Subrecipient has secured the rights to use such product. Subrecipient Materials, processes, methods, and services shall at all times remain the property of the Subrecipient; however, the Subrecipient hereby grants to the City a nonexclusive, royalty free, perpetual, and irrevocable license to use Subrecipient Materials. The Subrecipient shall mark or identify all such Subrecipient Materials to the City. The Subrecipient acknowledges that pursuant to law, the federal or state government may reserve ownership or a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted under this Agreement.
- 37. SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Subrecipient’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- 38. ADVERTISING AND PUBLIC DISCLOSURE:** The Subrecipient shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Subrecipient’s advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Subrecipient shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.
- 39. CONFIDENTIAL INFORMATION**

- 39.1.** “Confidential Information” means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a “Disclosing Party”) or permit the other Party (the “Receiving Party”) access to the Disclosing Party’s Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.
- 39.2.** The Subrecipient shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information (“Regulated Data”) in accordance with all applicable laws, rules, policies, publications, and guidelines. If the Subrecipient receives Regulated Data outside the scope of the Agreement, it shall promptly notify the City.
- 39.3.** Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.
- 39.4.** Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to the City for disclosure of confidential materials, the City shall advise the Subrecipient of such request in order to give the Subrecipient the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Subrecipient objects to disclosure of any of its material, the Subrecipient shall identify to the City the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Subrecipient agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Subrecipient further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Subrecipient’s intervention to protect and assert its claim of privilege against disclosure under this Article, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

40. PROTECTED INFORMATION AND DATA PROTECTION

- 40.1. Compliance with Data Protection Laws:** The Subrecipient shall comply with all applicable international, federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Subrecipient under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Subrecipient's performance hereunder and, when applicable, the most recent iterations of § 24-73-101, *et seq.*, C.R.S., IRS Publication 1075, the Health Information Portability and Accountability Act (HIPAA), the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all Criminal Justice Information, the Colorado Consumer Protection Act, and the Payment Card Industry Data Security Standard (PCI-DSS), (collectively, "Data Protection Laws"). If the Subrecipient becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Subrecipient shall promptly notify the City.
- 40.2. Safeguarding Protected Information:** "Protected Information" means data, regardless of form, that has been designated as private, proprietary, protected, or confidential by law, policy, or the City. Protected Information includes, but is not limited to, employment records, protected health information, student records, education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and personally identifiable information as defined by §§ 24-73-101(4)(b) and 6-1-716(1)(g)(I)(A), C.R.S., as amended. Protected Information shall not include public records that by law must be made available to the public pursuant to the Colorado Open Records Act § 24-72-201, *et seq.*, C.R.S. To the extent there is any uncertainty as to whether data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the City or an appropriate legal authority. Unless the City provides security protection for the information it discloses to the Subrecipient, the Subrecipient shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. Disclosure of Protected Information does not include disclosure to a third party under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Subrecipient has been contracted to maintain, store, or process personal information on the City's behalf, the Subrecipient is a "Third-Party Service Provider" as defined by § 24-73-103(1)(i), C.R.S.
- 40.3. Data Access and Integrity:** The Subrecipient shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards, guidelines, and Data Protection Laws applicable to the Subrecipient's performance hereunder to ensure the security and confidentiality of all data. The Subrecipient shall protect against threats or hazards to the security or integrity of data; protect against unauthorized disclosure, access to, or use of any data; restrict access to data as necessary; and ensure the proper use of data. The Subrecipient shall not engage in "data mining" except as specifically and expressly required by law or authorized in writing by the City. All data and Protected Information shall be maintained and securely transferred in accordance with industry standards. Unless otherwise required by law, the City has exclusive ownership of all data it

discloses under the Agreement, and the Subrecipient shall have no right, title, or interest in data obtained in connection with the services provided herein.

- 40.4. Data Retention, Transfer, Litigation Holds, and Destruction:** Using appropriate and reliable storage media, the Subrecipient shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the Subrecipient's data retention policies. Upon termination of the Agreement, the Subrecipient shall securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City; however, this requirement shall not apply to the extent the Subrecipient is required by law to retain data, including Protected Information. Upon the City's request, the Subrecipient shall confirm the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Subrecipient's exclusive custody, the City may request that the Subrecipient preserve such data outside of its usual record retention policies. The City will promptly coordinate with the Subrecipient regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Subrecipient shall continue to preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Subrecipient shall destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable.
- 40.5. Software and Computing Systems:** At its reasonable discretion, the City may prohibit the Subrecipient from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, store, or generate data and information, with Protected Information, received as a result of the Subrecipient's services under this Agreement. The Subrecipient shall fully comply with all requirements and conditions, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Subrecipient shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions. The Subrecipient shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, enhancements, or updates consistent with evolving industry standards, and periodic penetration testing.
- 40.6. Background Checks:** The Subrecipient will ensure that, prior to being granted access to Protected Information, the Subrecipient's agents, employees, subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary criminal background screenings, have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and Data Protection Laws, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data.
- 40.7. Subcontractors and Employees:** If the Subrecipient engages a subcontractor under this Agreement, the Subrecipient shall impose data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the services provided. The Subrecipient shall monitor the compliance with such obligations and remain responsible for its subcontractor's compliance with the obligations of this Agreement and for any of its subcontractors acts or omissions that cause the Subrecipient to breach any of its obligations under this Agreement. Unless the Subrecipient provides its own security protection for the information it discloses to a third party, the Subrecipient shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within

this Agreement relating to the protection and confidentiality of any disclosed data shall apply equally to both the Subrecipient and any of its subcontractors, agents, assigns, employees, or volunteers. Upon request, the Subrecipient shall provide the City copies of its record retention, data privacy, and information security policies.

40.8. Security Breach: If the Subrecipient becomes aware of an unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of Protected Information or data maintained or provided by the City (“Security Breach”), the Subrecipient shall notify the City in the most expedient time and without unreasonable delay. The Subrecipient shall fully cooperate with the City regarding recovery, lawful notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and Data Protection Laws. The Subrecipient shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Subrecipient shall not be obligated to disclose confidential business information or trade secrets. The Subrecipient shall indemnify, defend, and hold harmless the City for any and all claims, including reasonable attorneys’ fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City in connection with a Security Breach or lawful notices.

40.9. Request for Additional Protections and Survival: In addition to the terms contained herein, the City may reasonably request that the Subrecipient protect the confidentiality of certain Protected Information or other data in specific ways to ensure compliance with Data Protection Laws and any changes thereto. Unless a request for additional protections is mandated by a change in law, the Subrecipient may reasonably decline the City’s request to provide additional protections. If such a request requires the Subrecipient to take steps beyond those contained herein, the Subrecipient shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Subrecipient to comply with the request at the City’s expense; provided, however, that any increase in costs that would increase the Maximum Contract Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentiality of any disclosed data shall survive termination of the Agreement, and the Subrecipient shall continue to safeguard all data for so long as the data remains confidential or protected and in the Subrecipient’s possession or control.

41. DATA PROTECTION: The Subrecipient shall comply with all applicable international, federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Subrecipient under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data’s classification relevant to the Subrecipient’s performance hereunder. The Subrecipient shall maintain security procedures and practices consistent with §§ 24-73-101 *et seq.*, C.R.S., and shall ensure that all regulated or protected data, provided under this Agreement and in the possession of the Subrecipient or any subcontractor, is protected and safeguarded, in a manner and form acceptable to the City and in accordance with the terms of this Agreement, including, without limitation, the use of appropriate technology, security practices, encryption, intrusion detection, and audits.

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

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

44. 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.

- 45. 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.
- 46. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Subrecipient shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.
- 47. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Subrecipient consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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Contract Control Number: HOST-202265141
Contractor Name: THE EMPOWERMENT PROGRAM INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver


By:

By:

By:

Contract Control Number:
Contractor Name:

HOST-202265141
THE EMPOWERMENT PROGRAM INC.

By:  _____
4BA9E4CG75734F5...

Name: Julie Kiehl
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

SCOPE OF WORK

DEPARTMENT OF HOUSING STABILITY

THE EMPOWERMENT PROGRAM INC.

HOST – 202265141

I. INTRODUCTION

Period of Performance Start and End Dates: 11/01/2022 – 10/31/2023

The purpose of this contract agreement is to provide Continuum of Care (CoC) Permanent Supportive Housing (PSH) for those who have disabilities. PSH is designed to assist individuals and families who are experiencing homelessness and provide them with services needed to help them move into permanent housing, with the goal of long-term stability. The Department of Housing Stability (HOST) will provide subaward funds in the amount of \$545,740.00 to The Empowerment Program Inc. (“TEP”) to be utilized for the purpose of providing permanent supportive housing to 31 individuals participating in CoC, Bedrock, Lowry program.

This subaward is not for Research and Development. TEP is identified as a subrecipient for the purposes of this agreement and is therefore subject to all terms, conditions and regulatory requirement required of federal funding subrecipients per 2 CFR Part 200, as well as specific rules and regulations for Continuum of Care program.

Funding Source:	U.S. Department of Housing and Urban Development (HUD)
Project Name:	Continuum of Care Program
Activity Name:	Bedrock
Federal Award ID (FAIN) #:	CO0104L8T032114
Federal Award Date:	June 15, 2022
Federal Awarding Agency:	Office of Community Planning and Development 1670 Broadway Denver, CO 80202
Pass-Through Entity:	City and County of Denver
Awarding Official:	Noemi Ghirghi, Director
Unique Entity ID:	KBELAWWTM1N8
CFDA#:	14.267
SAM.gov Expiration Date:	8/11/2023
Contractor Address:	1600 York ST Denver, Colorado 80206-1431 United States
Organization Type:	Non-Profit

II. SERVICES DESCRIPTION

- A.** TEP will provide a minimum of 31 units of project-based rental assistance to individuals that have mental health diagnosis to obtain and remain in permanent housing.
1. The number of units may increase during the year but may not be less than 31 for any given month.
 2. The size of the units allowable through the grant agreement is flexible to meet the needs of the provider and their clients.
- B.** Project-Based Rental Assistance is defined by the Department of Housing and Urban Development as housing provided through a contract with the owner of an existing structure whereby the owner agrees to lease subsidized units to program participants. Program participants do not retain the rental assistance if they relocate to a unit outside the project; the subsidy remains with the project.
- C.** The contractor shall provide rental assistance to program participants. Data on community support services will be traced and reported by the contractor through Homeless Management Information System (HMIS) and used in developing the Annual Performance Report (APR).
- D.** The contractor will ensure that each program participant will have a treatment plan that addresses the participant's supportive service needs.

E. Project Requirements

Projects are required to provide permanent supportive housing for persons with disabilities, who are homeless in accordance with HUD regulations for Category One (24 CFR 578.3 for HUD definition). Program funds must be used to provide assistance to a homeless individual who has a disability or a homeless family in which one adult has a disability.

F. Supportive Services Requirement

Permanent supportive housing projects must provide supportive services for the participants to enable them to live as independently as is practicable throughout the duration of their residence in the project. Supportive services should be accessible, flexible, and target housing stability. The participant's needs and goals should be clearly reflected in the design of the supportive services program. While a participant is not required to participate in supportive services, the services must be offered, and the project service provider is required to attempt engagement in supportive services with participants.

G. Coordinated Entry Requirement

The CoC Program interim rule (24 CFR 578.7(a)(8)) released in 2011 requires that projects operated by recipients and sub-recipients of the CoC Program must participate in the established Coordinated Entry process (CE). All sub-recipients are required to use the CE process to refer, admit, or serve clients in the CoC PSH program.

H. Match Requirement

Match is defined as actual cash or in-kind resources contributed to the grant (24 CFR § 578.73). All costs paid for with matching funds must be for activities that are eligible under the CoC Program, even if the recipient or sub-recipient is not receiving CoC Program funds for that activity. All grant funds must be matched with an amount no less than 25% of the awarded amount (excluding the amount awarded to the leasing budget line item) with cash or in-kind resources. Match resources may be from public (not statutorily prohibited by the funding agency from being used as match) or private resources.

I. Conflict of Interest

The Sub-recipient must keep records to show compliance with the organizational conflict-of-interest requirements in 24 CFR 578.95(c), the Continuum of Care board conflict-of-interest requirements in 24 CFR 578.95(b), the other conflict requirements in 24 CFR 578.95(d), a copy of the personal conflict-of-interest policy developed and implemented to comply with the requirements in 24 CFR 578.95, and records supporting exceptions to the personal conflict-of-interest prohibitions.

J. Board Representation

In accordance with 24 CFR 578.75(g), the sub-recipient must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policymaking entity of the sub-recipient, to the extent that such entity considers and makes policies and decisions regarding any project, supportive services, or assistance provided with PSH funds.

K. Recordkeeping Requirements

The Sub-recipient must maintain sufficient records to enable HUD to determine whether it is meeting the requirements of the PSH Program 24 CFR 578.103.

L. Confidentiality: In addition to meeting the specific confidentiality and security requirements for HMIS data, the Sub-recipient must develop and implement written procedures to ensure:

1. All records containing protected identifying information of any individual or family who applies for and/or receives Continuum of Care assistance will be kept secure and confidential.
2. The address or location of any family violence project assisted with Continuum of Care funds will not be made public, except with written authorization of the person responsible for the operation of the project; and
3. The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the Sub-recipient and consistent with State and local laws regarding privacy and obligations of confidentiality
4. The Sub-recipient must adopt procedures to ensure that all participant information is handled and maintained in a confidential manner and in compliance with the requirements of all applicable state or federal laws, rules, and regulations, including, but not limited to, those relating to the release of Social Security numbers in I.C. § 4-1-10 and the notice of security breach provisions in I.C. § 4-1-11.

M. Termination of Assistance

Termination of assistance. According to 24 CFR 578.91, the Sub-recipient may terminate assistance to a program participant who violates program requirements or conditions of occupancy. Termination does not bar the Sub-Recipient from providing further assistance at a later date to the same individual or family. In terminating assistance to a program participant, the Sub-recipient must provide a formal process that recognizes the rights of individuals receiving assistance under the due process of law.

N. Affirmatively Furthering Fair Housing: Sub-recipients are required to implement the program in a manner that affirmatively furthers fair housing, which means:

1. Affirmatively market their housing and supportive services to eligible persons regardless of race, color, national origin, religion, sex, age, familial status, or handicap who are least likely to apply in the absence of special outreach and maintain records of those marketing activities.
2. Where a Sub-recipient encounters a condition or action that impedes fair housing choice for current or prospective program participants, provide such information to the jurisdiction that provided the certification of consistency with the Consolidated Plan; and
3. Provide program participants with information on rights and remedies available under applicable federal, State, and local fair housing and civil rights laws.

O. Participant Eligibility

Participants are required to meet two main eligibility criteria to be eligible for the CoC PSH program. The individual must meet the of homelessness criteria set forth in 24 CFR 578.3. CoC PSH funds can only be used to serve persons that are literally homeless, is defined as an individual or family who lacks a fixed, regular, or adequate nighttime residence; and to qualify for the PSH program, the participant must have a mental, emotional, and/or physical impairment that meets the following criteria:

1. As a result of his/her disability, the need for treatment is expected to be of a long, continued, and indefinite duration; AND
2. The disability substantially impedes his/her ability to live independently; AND
3. Is of such nature that the disability could be improved by more suitable conditions.

P. Housing Quality Standards

Housing that is subsidized with rental assistance funds must meet the applicable housing quality standards (HQS) under 24 CFR 982.401. Sub-recipients are required to inspect all units prior to move-in and at least annually during lease renewal.

Q. Lead Based Paint Requirements

The Lead Safe housing Rule EPAs Renovation, Repair, and Painting (RRP) Rules applies to properties built on or before January 1, 1978, except for housing for elderly or persons with disabilities (unless a child of less than 6 years old of age resides or is expected to reside in such housing for the elderly or persons with disabilities) or any zero-bedroom dwelling. Sub-recipients are required to use procedures to eliminate, as far as practicable, lead-based paint hazards in housing occupied by families receiving tenant-based rental assistance. Sub-recipients must work with landlords to comply with these requirements.

R. Rent Reasonableness Standard

All units assisted under the Program are required to meet the rent reasonable requirement in 24 CFR § 582.305. Sub-recipients are required to use www.GoSection8.com to determine and document that the reasonableness standard is met for a particular unit being assisted with program funds. Client files should contain a copy of the rent reasonable valuation created through the GoSection8 software as proof. Rent reasonable valuations must be completed prior to a lease being signed by program participants to ensure the standard is met. Rent reasonableness should be assessed and documented annually during the program recertification period, which should align with lease renewal, regardless if there is a change in the gross monthly rent.

S. Lease Requirements

Program participants are required to enter into a lease agreement for a term of at least one year, which is terminable for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party. Rental assistance payments cannot be made on behalf of participants who are not entered into a lease agreement.

T. Grant Closeout and Reporting Requirements

HUD requires that all grants be closed out in accordance with the requirements of 2 CFR part 200, subpart D, and the closeout procedures established by HUD. All reports and closeout documentation must be submitted no later than 90 days from the date of the end of the project's grant term. HOST submits reports and completes the grant closeout with HUD but does not require sub-recipients to contribute to this process; therefore, closeout reports and documentation must be submitted to HOST 60 days prior to deadline to HUD.

III. ROLES AND RESPONSIBILITIES FOR BOTH PARTIES

A. Contractor will:

1. Work with City to host any city-designated sensitivity training on an annual basis.
2. Provide any online modular sensitivity training developed and provided by the City to all new direct-service staff within 15 days of hire date. Ensure direct-service staff complete training refresher on a biennial basis.
 - a. Sensitivity Training is available at https://denvergov.org/media/denvergov/housingstability/context_of_homelessness/story.html
 - b. Staff will need to complete and sign the "Statement of Completion of Required Training: Informed, Compassionate, and Positive Interactions with Persons Experiencing Homelessness" form.

B. The City will:

1. Provide signage that includes information about the City and County of Denver's Anti-Discrimination Office.

IV. EQUITY ACCESS AND OUTCOMES

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

V. FUNDS WILL BE USED TO

- A. HUD CoC Bedrock funds in the amount of \$545,740.00 will be utilized for PSH expenses to provide rental assistance and supportive services.

VI. OBJECTIVE AND OUTCOMES

A. Process Measures

1. TEP will provide clients with residential stability.
2. TEP will provide clients with the ability to increase their skills and gain employment

B. Outcome Measures

1. 80% of the homeless participants will stay in housing for 6 months or longer.
2. 20% of homeless participants who are exiting the program will be employed

C. Income Acquisition Benchmarks:

1. **For Current Participants** (those participants actively enrolled in your program on the last day of the quarter/reporting period).
 - a. PSH - 20% of **current** program participants will have obtained income from employment.
 - i. Data source: Homeless Management Information System (HMIS)
 - ii. Measure: Number and percentage of currently participating households who increased earned income from program entry to most recent assessment
 - b. 40% of **current** program participants will have obtained mainstream financial benefits (i.e., SSI, SSDI, TANF, AND), or a steady source of income. This will be measured as the percentage of households who increase total income from program entry to most recent assessment.
 - i. Data source: HMIS
 - ii. Measures:
 1. Number and percentage of currently participating households who increased total income from program entry to most recent assessment

2. Average and median income at program entry and at most recent assessment for currently participating households
 3. Number and percentage of currently participating households who had each benefit type at program entry compared to at the most recent assessment.
2. **For Exiting Participants** (anyone who exited the program during the quarter/reporting period – broken down into Successful & Unsuccessful groups of exiting participants).
- a. PSH - 20% of **exited** program participants will have obtained income from employment **at the point of exit.**
 - i. Data source: HMIS
 - ii. Measure: Number and percentage of exited households who increased earned income from program entry to program exit
 - b. 50% of **exited** program participants will have obtained mainstream financial benefits (i.e., SSI, SSDI, TANF, AND), or a steady source of income **at the point of exit.** This will be measured as the percentage of exited households who increase total income from program entry to program exit.
 - i. Data source: HMIS
 - ii. Measures:
 1. Number and percentage of exited households who increased total income from program entry to program exit
 2. Number and percentage of exited households who maintained total income from program entry to program exit
 3. Number and percentage of exited households who reduced total income from program entry to program exit
 4. Average and median income for exiting households at program entry and program exit.
 5. Number and percentage of exited households who had each benefit at program entry compared to program exit

D. Program Retention and Housing Attainment Benchmarks:

- a. **Data for Current Participants** (those participants actively enrolled in your program on the last day of the quarter/reporting period).
 - i. Data source: HMIS
 - ii. Measures:
 1. Average and median length of program enrollment
 2. Number at percentage of currently participating households enrolled in the program for: less than 3 months, 3 to 12 months, and longer than 12 months
 3. Note: program enrollment period is defined as the time between the household's program enrollment date and the last day of the reporting period.
- b. **For Exiting Participants** (anyone who exited the program during the quarter/reporting period).
 - i. 70% of program participants will exit the program into a permanent housing outcome.

1. Data source: HMIS
2. Measures:
 1. Number and percent of exiting households by destination at exit. Destinations at exit will be grouped into permanent housing, other stable housing outcomes, and outcomes to other locations (e.g., nightly shelter, street, jail, or unknown destinations).
- ii. Length of stay for exiting households
 1. Data source: HMIS
 2. Measures:
 1. Average and median length of program enrollment
 2. Number at percentage of currently participating households enrolled in the program for: less than 3 months, 3 to 12 months, and longer than 12 months

E. Household Characteristics

- a. Households served:
 - i. Data source: HMIS
 - ii. Measures:
 1. Number of households served each reporting period and deduplicated count of households served to date
 2. Number of households that exited the program within the reporting period and year to date
- b. Household characteristics:
 - i. Data source: HMIS
 - ii. Measures:
 1. Number and percent of heads of household by race, ethnicity, and income level at entry (if reported in HMIS for program type)

F. Data quality

- a. To determine the accuracy and comprehensiveness of the reporting on the above outcome measures, HOST will also collect an HMIS Data Quality Report on the program for each quarterly reporting period.
 - i. Data source: HMIS

VII. Reporting

- A. Data collection is required and must be completed demonstrating eligibility and progress toward meeting the indicators contained in this Scope of Work. Disbursement of funds is contingent based on the ability to collect the required information.
- B. Contractor will submit reports via the online portal provided to the contractor (unless otherwise specified). Reports will be due on the last day of the month following the end of the reporting period unless otherwise specified.
- C. The portal provides the Contractor with an online form in which to enter data for the reporting period. Supplemental forms and information may be required by HOST. The online portal and any supplemental requirements provide HOST with the quantitative and qualitative information necessary to determine Contractor's progress towards meeting the indicators contained in this Scope of Work. Submitted forms will be reviewed by the designated Program Officer for completeness, clarity, and accuracy.
- D. Upon execution of this contract, HOST will provide a user guide for using the portal along with the required login information. Prior to the due date for the first required report, HOST shall provide training as needed or requested by the Contractor to support the online portal.
- E. Contractor may be required to submit a Contract Summary Report at the end of the contract period within 30 days after the Term End Date of this contract agreement.

F. INDICATORS

1. HOST Required

- a. Qualitative narrative report on program successes and challenges
- b. Participant success stories
- c. Money Leveraged (Funds by source)
- d. Number of Households served:
 - i. Households proposed to be served over contract term: 31
 - ii. Total households served this report period
 - iii. Unduplicated households served this report period
 - iv. Unduplicated households served contract period to date
- e. Number of households served who are experiencing homelessness
- f. Number of households by race and ethnicity of head of household:
- g. Number of households that include someone age 62 and older
- h. Number of households that include a person with a disability
- i. Income Levels of people/family: *optional for Homelessness Resolution program types that do not require income collection (e.g., shelter)

2. Specific to this Scope of Work

- a. Number and type of proposed outcomes
- b. Match Report
- c. Additional household characteristics:

- i. Housing Quality Standards Form **(In Compliance with 24 CFR578.95)**
 - 1. Annual recertifications and at move in. Physical inspection of each unit to ensure safety and quality,
 - ii. Rent Reasonableness Form
- d. Contractor may be required to submit quarterly summary reports and one at the end of the contract period within 30 days after the Term End Date of this contract agreement.
 - i. **Compliance Monitoring:** Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards, and policies.
 - ii. **Financial Monitoring:** Will ensure that contracts are allocated and expended in accordance with the terms of the agreement. Contractor is required to provide all invoicing documents for the satisfaction of the HOST Financial Services Team. HOST will review the quality of the submitted invoice monthly.

Report Type	Due Date
Quarterly Report for Nov 1 – Jan 31	Feb 15
Quarterly Report for Feb 1 – Apr 30	May 15
6-month Match report for Nov 1 – Apr 30	May 30
Quarterly Report for May 1 – July 31	Aug 15
Quarterly Report for Aug 1 – Oct 31	Nov 15
Annual Match Report for Nov 1 – Oct 31	Nov 30

VIII. Homeless Management Information System (HMIS) and Reporting

It is the Department of Housing Stability's policy, in alignment with adopted plans, to require the use of the Homeless Management Information System (HMIS) and the Coordinated Entry System (OneHome) for all federally and locally funded programs addressing the needs of residents experiencing homelessness.

The Contractor agrees to fully comply with the rules and regulations required by the U.S. Department of Housing and Urban Development (HUD) which govern the HMIS¹.

The contractor, in addition to the HUD requirements, shall conform to the HMIS policies and procedures established and adopted by the Metro Denver Homeless Initiative (MDHI) Continuum of Care (CoC). These are outlined in the COHMIS Policies and Procedures², and the COHMIS Security, Privacy and Data Quality Plan³.

Metro Denver Homeless Initiative (MDHI) is the implementing organization for the (HMIS). The HMIS software is called Clarity.

Contractor's aggregate HMIS performance data for projects may be shared with the funder and the community to improve system performance and assist with monitoring. MDHI and/or HOST will monitor contractor compliance and performance on an annual basis through a site visit.

Technical assistance and training resources for HMIS are available to the Contractor via the COHMIS Helpdesk.⁴

HMIS data will be used to monitor performance under this contract in addition to quarterly program narratives. HMIS outcome reports may be sent to HOST directly from MDHI. Contractor will also have access to all outcome reports generated for this contract. Narrative reports will be due to HOST two weeks after each HMIS outcome report is generated and sent to HOST to allow the Contractor the opportunity to address any issues they observe in their outcomes report in that narrative. Outcomes measures and other required reporting as well as the data source for each reporting element are detailed below.

HOST may request aggregate data from MDHI for City related reporting needs.

IX. The Federal Funding Accountability and Transparency Act (FFATA) requirements

include that all subrecipient entities report they received:

- A. 80 percent or more of annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and
- B. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and
- C. had gross income, from all sources, of \$300,000 or more; and

¹ <https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/>

² <https://cohmis.zendesk.com/hc/en-us/articles/360013991371-Policy-Procedures>

³ <https://cohmis.zendesk.com/hc/en-us/articles/360013991371-Policy-Procedures>

⁴ <https://cohmis.zendesk.com>

D. the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

1. The subrecipient will forward the names and amounts of the five most highly compensated officers and/or executives to their designated Contract Administrator.

X. FINANCIAL ADMINISTRATION

A. Compensation and Methods of Payment

1. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
2. The method of payment to the Contractor by HOST shall be in accordance with established HOST procedures for line-item reimbursements. Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Vouchers should be submitted within thirty (30) days of the actual service, expenditure, or payment of expense.
3. The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget
4. Invoices and reports shall be completed and submitted on or before the 15th of each month following the month services were rendered 100% of the time. Contractor shall use HOST's preferred invoice template, if requested. HOST Financial Services may require a Cost Allocation Plan and budget narrative for detailed estimated description and allocation of funds. This is dependent upon funding source and program requirements.
5. Invoices shall be submitted to HOST at hostap@denvergov.org or by US Mail to:
Attn: Department of Housing Stability
Financial Services Team
201 W. Colfax Ave.
Denver CO 80202

B. Budget Modification Requests

1. HOST may, at its option, restrict the transfer of funds among cost categories, programs, functions, or activities at its discretion as deemed appropriate by program staff, HOST executive management or its designee.
2. Minor modifications to the services provided by the Contractor or changes to each line-item budget equal to or less than a ten percent (10%) threshold, which do not increase the total funding to the Contractor, will require notification to HOST program staff and upon approval may be submitted with the next monthly draw. Minor modifications to the services provided by Contractor, or changes to each line-item budget in excess of the ten percent (10%) threshold, which do not increase the total funding to Contractor, may be made only with prior written approval by HOST program staff. Such budget and service modifications will require submittal by

Contractor of written justification and new budget documents. All other contract modifications will require an amendment to this Agreement executed in the same manner as the original Agreement.

3. The Contractor understands that any budget modification requests under this Agreement must be submitted to HOST no sooner than 30 days of contract agreement start date and prior to the last Quarter of the Contract Period, unless waived in writing by the HOST Director.
4. Budget modification requests are limited to two per each fiscal year of a contract agreement term budget modifications may be submitted per contract year. Exceptions to this limit may be made by the HOST Executive Director or their designee.

C. Vouchering Requirements

1. To meet Government requirements for current, auditable books at all times, it is required that all vouchers be submitted monthly to HOST in order to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.
2. No more than four (4) vouchers may be submitted per contract per month, without prior approval from HOST.
3. All vouchers for all Agreements must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout.
4. City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.
5. For contracts subject to Federal Agreements, only allowable costs determined in accordance with 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (the "OMB Omni Circular") applicable to the organization incurring the cost will be reimbursed.
6. The reimbursement request, or draw request, for personnel and non-personnel expenses should be submitted to the City on a monthly basis, no later than the 15th day of the following month for expenses incurred in the prior month. The request for reimbursement should include:
 - a. Amount of the request in total and by line item.
 - b. Period of services for current reimbursement.
 - c. Budget balance in total and by line item.
 - d. Authorization for reimbursement by the contract signatory (i.e., executive director or assistant director).
7. If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to HOST prior to the draw request.

8. The standardized HOST “Expense Certification Form” should be included with each payment request to provide the summary and authorization required for reimbursement.

D. Payroll

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

E. Fringe Benefits

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

allow payments for unused leave when an employee retires or terminates employment.

F. General Reimbursement Requirements

1. Invoices: All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Contractor and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed, and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
2. Mileage: A detailed mileage log with destinations and starting and ending mileage must accompany mileage reimbursement. The total miles reimbursed and per mile rate must be stated. Documentation of mileage reimbursement to the respective employee must be included with the voucher request.
3. Cell Phone: If the monthly usage charge is exceeded in any month, an approval from the Executive Director or designee will be required.
4. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by HOST.
5. Service Period and Closeout: All reimbursed expenses must be incurred during the time period within the contract. The final payment request must be received by HOST within thirty (30) days after the end of the service period stated in the contract.

G. Program Income

1. For contracts subject to Federal Agreements, program income includes, without limitation, income from fees for services performed, from the use or rental of real or personal property acquired with contract funds, from the sale of commodities or items fabricated under a contract agreement, and from payments of principal and interest on loans made with contract funds.
2. Program income may be deducted from total allowable costs to determine net allowable costs and may be used for current reimbursable costs under the terms of this contract. Program income which was not anticipated at the time of the award may be used to reduce the award contribution rather than to increase the funds committed to the project. ALL PROGRAM INCOME GENERATED DURING ANY GIVEN PERIOD SUBMITTED FOR PAYMENT SHALL BE DOCUMENTED ON THE VOUCHER REQUEST.

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

H. Financial Management Systems

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

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

10. The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to Budgeting and Cost Allocation Plans, and Vouchering Process.

I. Audit Requirements

1. For Federal Agreements subject to 2 C.F.R. 200, a copy of the final audit report must be submitted to the HOST Financial Manager within the earliest of thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the period audited.
2. A management letter, if issued, shall be submitted to HOST along with the reporting package prepared in accordance with 2 C.F. R. 200. If the management letter is not received by the subrecipient at the same time as the Reporting Package, the Management Letter is also due to HOST within thirty (30) days after receipt of the Management Letter, or nine (9) months after the end of the audit period, whichever is earlier. If the Management Letter has matters related to HOST funding, the Contactor shall prepare and submit a Corrective Action Plan to HOST in accordance with 2 C.F.R. 200 for each applicable management letter matter.
3. All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **HOST Financial Services Team**.
4. The Contractor will be responsible for all Questioned and Disallowed Costs.
5. The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

J. Procurement

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

K. Bonding

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

L. Records Retention

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

M. Contract Close-Out

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

N. Collection of Amounts Due

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

XI. Budget

- A.** Expenses billed under Project Administration must be in accordance with 24 CFR 578.59 and backup documentation must be provided to verify that expenses are billed at actual. Any award funds used to pay indirect costs must be in accordance with 24 CFR 578.63 and 2 CFR Part 200 subpart E. The contractor's indirect rate is not to exceed 10%
- B.** Requests to move funds from the Project Administration line item to Rental Assistance line item are allowable, however all requests must adhere to the budget modification policy and be approved prior to submission of the invoice containing the requested changes.
- C.** Expenses billed under Rental Assistance must be in accordance with 24 CFR 578.51 and backup documentation must be provided. Expenses must be provided monthly. Supportive Services will not be reimbursed as an eligible expense under rental assistance.
- D.** If eligible, the contractor will collect and utilize program income in accordance with 24 CFR 578.97 and 24 CFR Part 578, Subpart D.
- E.** Expenses billed under the Supportive Services line item must be in accordance with 24 CFR 578.53 and backup documentation must be provided.
- F.** The contractor will provide a minimum of 31 residential units for this contract. The number of units may increase during the year but may not be less than 31 units for any given month. The size of the units allowable through the grant agreement is flexible to meet the needs of the provider and their client

Contract Program Budget Summary

Contractor Name:	The Empowerment Program		City Contract #:	HOST 202265141
Project :	HUD CoC Bedrock			
Contract Term:	From:	11/1/2022	To:	10/31/2023
Program/Fiscal Year:	2022-2023			


Budget Category	Agency Total (All Funding Sources for Agency)	CoC HOST Funding (Costs included in Indirect Cost Rate)	CoC HOST Funding (Costs excluded in Indirect Cost Rate)	Total Costs requested from HOST	Agency Total		Budget Narrative
					Amount	%	
Total	Total	Amount	Amount	HOST Total	Amount	%	
Rental Assistance	\$529,341		\$529,341	\$529,341	\$529,341	100.00%	Rental Assistance Includes rental assistance payment and security deposits for CoC clients.
Supportive Services	\$7,445	\$7,445	\$0	\$7,445	\$7,445	100.00%	Supportive Service includes annual assessments of service needs, case management and client transportation.
Administrative Costs	\$7,463	\$7,463		\$7,463	\$7,463	100.00%	Administrative Costs includes General management, oversight, and coordination
			\$0	\$0	\$0	#DIV/0!	
Total	\$544,249	\$14,908	\$529,341	\$544,249	\$544,249	100.00%	
Indirect Costs							
Indirect Costs	\$7,522	\$1,491	\$0	\$1,491	\$1,491	20%	Indirect calculated 10% of allowable CoC costs.
Grand Total	\$551,771	\$16,399	\$529,341	\$545,740	\$545,740	98.91%	

DESCRIPTIONS (Continued from Page 1)

Business Automobile Liability policies.


Contract Control Number: HOST-202264005
Contractor Name: U.S. Department of Housing & Urban Development (HUD)

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of: 9/2/2022

SEAL DocuSigned by:


CITY AND COUNTY OF DENVER:

ATTEST:

By: DocuSigned by:

03CED49559614EC...
Mayor
Michael B. Hancock

DocuSigned by:

E0F90F841070488...
Deputy Clerk and Recorder
Audrey Kline


APPROVED AS TO FORM:


REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By: DocuSigned by:

81BC5D1E1DB3426...
Senior Assistant City Attorney
Johna Varty

By: DocuSigned by:

F121BA102D29409...
Chief Financial Officer
Margaret Danuser

By: DocuSigned by:

0209594F0B7045D...
Auditor
Timothy M. O'Brien

Contract Control Number:
Contractor Name:

HOST-202264005
U.S. Department of Housing & Urban Development (HUD)

By: _____ See Attached _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
1670 Broadway
Denver, CO 80202

Grant Number: CO0104L8T032114
Tax ID Number: 84-6000580
Unique Entity Identifier [SAM]: PJNHEFNDAJ6

**CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City and County of Denver, Department of Housing Stability (the “Recipient”).

This Agreement, the use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the operation of projects assisted with Grant Funds are governed by

1. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
2. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
3. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD’s total funding obligation authorized by this grant agreement is \$742,503, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No.	Grant Term	Performance Period	Budget Period	Total Amount
CO0104L8T032114	12 months	11-01-2022 - 10-31-2023	11-01-2022 - 10-31-2023	\$742,503
a. Continuum of Care planning activities				\$0
b. Acquisition				\$0
c. Rehabilitation				\$0
d. New construction				\$0
e. Leasing				\$0
f. Rental assistance				\$720,192
g. Supportive services				\$11,141
h. Operating costs				\$0
i. Homeless Management Information System				\$0
j. Administrative costs				\$11,170
k. Relocation Costs				\$0
l. HPC homelessness prevention activities:				
Housing relocation and stabilization services				\$0
Short-term and medium-term rental assistance				\$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:

Noemi Ghirghi

(Signature)

Noemi Ghirghi, Acting CPD Director

(Typed Name and Title)

6/15/2022

(Date)


RECIPIENT

City and County of Denver- Department of Housing Stability

(Name of Organization)

By:

Britta Fisher

 Digitally signed by Britta Fisher
Date: 2022.06.27 17:01:49 -06'00'

(Signature of Authorized Official)

Britta Fisher, Executive Director - Department of Housing Stability

(Typed Name and Title of Authorized Official)

June 27, 2022

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

This schedule must include each indirect cost rate that will be used to calculate the Recipient’s indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department 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), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

The Mayor, Britta Fisher, or any other designee of the Mayor, are hereby authorized to execute documents on behalf of the City necessary to receive grant funds from the United States Department of Housing and Urban Development, including a grant agreement, so long as the documents requiring the City authorized signature are executed or required by the United States Department of Housing and Urban Development.

EXHIBIT D, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS

- 1.1. The Agreement to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the body of the Agreement, or any attachments or exhibits incorporated into and made a part of the Agreement, the provisions of these Federal Provisions shall control.

2. DEFINITIONS

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

- 2.1.1. "Award" means an award of Federal financial assistance, and the Agreement setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

- 2.1.1.1. Awards may be in the form of:

2.1.1.1.1. Grants;

2.1.1.1.2. Contracts;

2.1.1.1.3. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

2.1.1.1.4. Loans;

2.1.1.1.5. Loan Guarantees;

2.1.1.1.6. Subsidies;

2.1.1.1.7. Insurance;

2.1.1.1.8. Food commodities;

2.1.1.1.9. Direct appropriations;

2.1.1.1.10. Assessed and voluntary contributions; and

2.1.1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

2.1.1.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

- 2.1.1.2. Award *does not* include:

2.1.1.2.1. Technical assistance, which provides services in lieu of money;

2.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

2.1.1.2.3. Any award classified for security purposes; or

2.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

- 2.1.2. “Agreement” means the Agreement to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.
- 2.1.3. “Contractor” means the party or parties to an Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 2.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;
 - 2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 2.1.5.2. A foreign public entity;
 - 2.1.5.3. A domestic or foreign non-profit organization;
 - 2.1.5.4. A domestic or foreign for-profit organization; and
 - 2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 2.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.10. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or City and County of Denver, Colorado agency.
- 2.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. “Prime Recipient” means the City and County of Denver, Colorado, or an agency thereof, that receives an Award.
- 2.1.13. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- 2.1.14. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.17. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 2.1.17.1. Salary and bonus;
 - 2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.17.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.18. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.19. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.20. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

3. COMPLIANCE

- 3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The City and County of Denver, Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS

- 4.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

5. TOTAL COMPENSATION

- 5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 5.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
- 5.1.2. In the preceding fiscal year, Contractor received:
- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING

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

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS

- 8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.
 - 8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
 - 8.1.1.1. Subrecipient DUNS Number;
 - 8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient Parent DUNS Number;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
 - 8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:
 - 8.1.2.1. Subrecipient's DUNS Number as registered in SAM.
 - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS

- 9.1. **Procurement Procedures.** A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

- 9.2. **Procurement of Recovered Materials.** If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the City and County of Denver, Colorado, and the Government Accountability Office.
- 11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.

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

12.1.1.1. During the performance of this Agreement, the Contractor agrees as follows:

12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

12.1.1.1.3. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining contract or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Contractor's books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.”
- 12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 12.1.3. **Rights to Inventions Made Under a Contract or Contract.** If the Federal Award meets the definition of “funding Contract” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Contract,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.

- 12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with 31 CFR 19 and the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. **Drug-Free Workplace Act (42 U.S.C. 701).** Contractors agree to comply with the provisions of Section 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701). By accepting this award, the Contractor certifies that it will provide a Drug-Free Workplace by implementing all necessary provisions and requirements.

13. CERTIFICATIONS

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

14. EXEMPTIONS

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

14.3. There are no Transparency Act reporting requirements for Vendors.

15. EVENT OF DEFAULT

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Agreement and the City and County of Denver, Colorado may terminate the Agreement upon thirty (30) days prior written notice if the default remains uncured five (5) calendar days following the termination of the thirty (30) day notice period. This remedy will be in addition to any other remedy available to the City and County of Denver, Colorado under the Agreement, at law or in equity.

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