

AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **VIVENT HEALTH, INC.**, a foreign nonprofit corporation registered in Wisconsin, whose address is 1311 N 6th St., Milwaukee, WI 53212 (the “Contractor”), individually a “Party” and jointly the “Parties.”

WITNESSETH

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

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

NOW, THEREFORE, in consideration of the 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 Contractor 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**: City is funding this Agreement with federal dollars that were awarded to the City under the programs for individuals participating in the Housing Opportunities for Persons with AIDS (HOPWA) program within the Denver Eligible Metropolitan Statistical Area (EMSA).
3. **SERVICES TO BE PERFORMED**: As the City directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A**, Scope of Work,” in a lawful, satisfactory, and proper manner, and in accordance with written policies and procedures as may be prescribed by the U.S. Department of Housing and Urban Development (“HUD”) or the City. Exhibit A is attached hereto and incorporated herein by this reference as if fully set forth herein. Changes, to the services described in **Exhibit A** may be approved in writing by the Executive Director (the “Director”) of the City’s Department of Housing Stability (“HOST”), or his or her designee, provided the changes do not (i) extend the term of this Agreement, (ii) increase the amount payable hereunder as identified in Section 3 below, or (iii) constitute a major modification of this Agreement under applicable federal law. In the event of any conflict between the terms and conditions contained in this document and those contained in Exhibit A which cannot be resolved so as to give effect to both or all provisions, then the terms and conditions contained in this document shall be deemed to be controlling over those in Exhibit A. All records, data, specifications, and documentation prepared by the Contractor under this Agreement, when delivered to and accepted by the City, shall become the property of the City.
4. **TERM**: The Agreement will commence on **January 1, 2025**, and will expire, unless sooner terminated, on **December 31, 2025** (the “Term”). Subject to the City’s prior written authorization, the Contractor 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 City.
5. **COMPENSATION AND PAYMENT**

- 5.1. Budget:** The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred and paid under the Agreement payment not to exceed the line budget amounts set forth in **Exhibit A**. The Contractor certifies the budget line items in **Exhibit A** contain reasonable allowable direct costs and allocable indirect costs in accordance with 2 C.F.R. 200, Subpart E. The City shall not allow claims for services furnished by the Contractor that are not specifically authorized by this Agreement.
- 5.2. Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All the Contractor's expenses are contained in the budget in **Exhibit A**. The City is not obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.
- 5.3. Invoicing:** The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought as well as other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. Funds will be disbursed in appropriate monthly increments, upon receipt and approval of Contractor's monthly invoices and any City required budget documents or reports. The Contractor's invoices will include all appropriate supporting documentation that may be pertinent to the services performed or expenses incurred and paid under this Agreement. The Contractor's invoices must identify costs and expenses incurred and paid in accordance with the budget contained in **Exhibit A**. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only for work performed and expenses incurred and paid during the prior month. Invoices submitted for payment must be received by the 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, in hours and tenths of hours, attributable to each activity performed under this Agreement. The Contractor must not allocate costs billed to this Agreement to another federal award unless the City notifies the Contractor in writing that that the City has shifted costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the terms and conditions of an applicable federal award. Each invoice requesting payment under this Agreement will contain all necessary attestations as directed by the City.
- 5.5. Maximum Contract Amount**
- 5.5.1.** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION THREE HUNDRED FIFTY-SIX THOUSAND FOUR HUNDRED SIXTY-SIX DOLLARS AND NINETEEN CENTS (\$1,356,466.19)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed

beyond those in **Exhibit A** or performed outside the Term are performed at the Contractor's risk and without authorization under the Agreement.

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 "Housing Opportunities for Persons with AIDS Grant Agreement" referred to below. Funds will be released to the Contractor in accordance with the budget and other requirements set forth in **Exhibit A**. The 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.

5.5.3. The Contractor further understands that this Agreement is funded, in whole or in part, with federal funds as set forth in a federal financial assistance award, attached as **Exhibit C**. The Contractor expressly understands and agrees that its rights, demands, and claims to compensation arising under this Agreement are contingent upon the City's actual receipt of such federal funds and the continued funding by the federal government. If such funds or any part thereof are not received, appropriated, or allocated by the City, the City and the Contractor may mutually amend the Agreement, or the City may unilaterally terminate this Agreement. If the federal government terminates the federal financial assistance awards, disallows the costs associated with this Agreement, or otherwise reduces the funds awarded or actually paid to the City under, the City reserves the right to make any necessary reductions to this Agreement.

5.6. Budget Modifications: Budget line items may only be modified in accordance with Budget Modification Policy No. 1703-495, as amended. Notwithstanding the preceding sentence, each modification to **Exhibit A** shall not take effect until approved in writing in accordance with Budget Modification Policy No. 1703-495, and any modification to **Exhibit A** that requires an increase in the Maximum Contract Amount shall be evidenced by a written amendment prepared and executed by both Parties in the same manner as this Agreement.

6. FEDERAL PROVISIONS: Any references to specific federal, state, or local laws or other requirements incorporated into this Agreement are not intended to constitute an exhaustive list of federal, state, and City requirements applicable to this Agreement. Applicable statutes, regulations and other documents pertaining to administration or enforcement of the specific Program requirements and all other applicable provisions of federal, state, or local law are deemed to be incorporated herein by reference. Compliance with all statutes and regulations is the responsibility of the Contractor. The Contractor shall ensure that all subcontractors also comply with applicable laws to the extent necessary. In particular, and not by way of limitation, the services shall be performed in strict compliance with the federal provisions attached hereto as **Exhibit C**, Federal Provisions. The Contractor shall maintain all records related to the services provided under this Agreement and shall hold such records as required by applicable federal law or regulation for as long as necessary to facilitate any audit permitted by this Agreement. The Contractor shall additionally comply with any applicable record retention requirements. The Contractor acknowledges its responsibility to familiarize itself with these and other applicable laws and regulations.

7. **FEDERAL REQUIREMENTS**: Contractor understands that the City intends to seek reimbursement of amounts paid Contractor from federal funding sources. Contractor shall, to the maximum extent feasible, provide all services so that they are eligible for reimbursement from anticipated federal funding sources and in a manner consistent with obtaining IJA funding for projects. The full extent of federal requirements is not known at this time. Contractor shall comply with all applicable federal requirements as they are identified as if they were set forth separately in this Agreement.

8. **PROGRAM RESTRICTIONS**

8.1. **Funding Contingency**: This Agreement is funded wholly or partially with federal funds. The Contractor acknowledges and agrees that all rights to compensation under this Agreement depend upon the City's actual receipt of such funding. Should the funding agreement between the City and the applicable federal funding entity be terminated for any reason, the total compensation payable to the Contractor shall be reduced effective as of the termination date of the funding agreement. Furthermore, if federal funds are reduced, disallowed, or otherwise not fully provided to the City, the City reserves the right to either mutually amend this Agreement with the Contractor or unilaterally terminate it, in whole or in part, without incurring additional liability. These provisions apply equally to any state funding supporting this Agreement.

8.2. **Recovery of Incorrect Payments**: If, because of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this Agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. In any event, the Contractor shall be responsible to indemnify and save harmless the City, its officers, agents and employees, from and against all disallowed costs. The foregoing in no way limits the Contractor's obligation to reimburse the City for any costs or expenses paid under this Agreement that have been determined to be unallowable or disallowed by the federal government 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.

8.3. **Matching Funds**: As may be required by federal, state, or local law, the Contractor 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 Contractor shall require approval from the City and the applicable awarding agency. The Contractor 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 Contractor 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 Contractor 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 Contractor's Match Report shall be certified to be correct by an authorized representative of the Contractor and shall reference the Agreement number as designated below on the City's signature page.

- 8.4. Closeout Procedures:** The Contractor shall comply with all contract closeout procedures directed by the City under this Agreement for final reimbursement, including but not limited to final review of payments, invoices, referrals, and required reporting documents, including close-out signature. To complete closeout, the Contractor shall timely provide the City with all deliverables, including documentation, and the Contractor final reimbursement request or invoice.
- 8.5. 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.
- 8.6. Pass-Through Provisions Required:** If the Contractor 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 Contractor shall include provisions in its subcontracts regarding the federal and state laws identified or referenced in this Agreement. The Contractor retains full responsibility for complying with the terms of this Agreement, whether the services are provided directly or by a third party, and for including all relevant terms in its subcontracts.
- 8.7. 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 Contractor. Also, clients must be allowed adequate opportunity to communicate dissatisfaction with the facilities or Services offered by the Contractor. To satisfy this requirement, the Contractor agrees to provide a written "Grievance Policy" as a mechanism to provide opportunities for the City and its clients to meaningfully communicate problems, dissatisfaction, and concerns and to establish procedures for resolution of grievances. The policy must be communicated to clients upon their initial receipt of Services. The Contractor agrees that a formal "Grievance Policy" will be adopted by its governing body and submitted to the City 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.
- 8.8. Eligibility Determination:** The Contractor shall comply with all applicable federal, state, and local laws regarding verification of eligibility for public benefits. To the extent 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 who applies for federal, state, or local public benefits conferred pursuant to this Agreement. The Contractor shall implement appropriate procedures to determine eligibility in accordance with applicable regulations before providing services or benefits under this Agreement. Verification of lawful presence in the United States is not required for any purpose for which lawful presence is not explicitly required by law, ordinance, or rule. The Contractor shall maintain records of all eligibility verifications performed and shall make such

records available to the City upon request. Any expenditure by the Contractor in violation of this provision, or any related federal, state, or local laws, rules, or regulations, shall be deemed unauthorized and subject to immediate reimbursement to the City. Repeated or willful violations may constitute grounds for termination of this Agreement.

8.9. Political Activity: The Contractor 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.

8.10. Non-Discrimination: The Contractor 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.

9. 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 Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under this 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 Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. § 20-276.

- 10. REPORTS:** The Contractor 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 Contractor shall disclose, in a timely manner, in writing to the City and the federal or state awarding agency, all violations of federal or state criminal law involving fraud, bribery, or gratuity violations potentially affecting the applicable award. The City, the State of Colorado, or 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.
- 11. PERFORMANCE MONITORING/INSPECTION:** The Contractor shall permit the City to monitor and review the Contractor's performance under this Agreement. The Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor of the deficiencies that must be corrected to bring about the release of the withheld payment.
- 12. STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor 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.
- 13. TERMINATION; NOTICE TO STOP:**
- 13.1.** 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 Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director or the date on which the Contractor receives the notice of termination.
- 13.2.** Notwithstanding the preceding paragraph, the City may terminate this Agreement if the Contractor 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 Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.
- 13.3.** The City has the right to issue a Notice to Stop Work ("Notice to Stop Work") if the City has reason to believe, in its sole discretion, that the federal funds and/or state funds for this Agreement are not available, delayed, or withheld for any reason. Upon receiving a Notice to Stop

Work, the Contractor shall cease all work under the Agreement immediately, or within the time set forth in the Notice to Stop Work. The Contractor shall submit an invoice for all outstanding work as soon as possible, but no later than fifteen (15) days after the date of the Notice to Stop Work or as directed in the Notice. The Contractor shall not resume work under the Agreement until it receives a Notice to Proceed (“Notice to Proceed”) from the City. A Notice to Stop Work does not terminate this Agreement.

13.4. 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 Contractor.

13.5. Upon termination of the Agreement, with or without cause, the Contractor 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. 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 Contractor’s possession, custody, or control by whatever method the City deems expedient. The Contractor 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 Contractor shall mark all copies of work product that are incomplete at the time of termination “DRAFT-INCOMPLETE.”

13.6. The City has the right to issue a Notice to Stop Work (“Notice to Stop Work”) if the City has reason to believe, in its sole discretion, that the federal funds for this Agreement are not available, delayed, or withheld for any reason. Upon receiving a Notice to Stop Work, the Contractor shall cease all work under the Agreement immediately, or within the time set forth in the Notice to Stop Work. Contractor shall submit an invoice for all outstanding work as soon as possible, but no later than fifteen (15) days after the date of the Notice to Stop Work or as directed in the Notice. The Contractor shall not resume work under the Agreement until it receives a Notice to Proceed (“Notice to Proceed”) from the City. A Notice to Stop Work does not terminate the Agreement.

14. REMEDIES FOR NONCOMPLIANCE: If the Contractor 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:

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

14.2. Deny all requests for payment and/or demand reimbursement from the Contractor of all payments previously made to the Contractor for those services or deliverables that have not been satisfactorily performed and which, due to circumstances caused by or within the control of the Contractor, 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;

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

- 14.4. Reduce any application or proposal from the Contractor 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;
- 14.5. Refuse to award the Contractor, in whole or in part, all additional funds for expanded or additional services under the Program;
- 14.6. Deny or modify any future awards, grants, or contracts of any nature by the City regardless of funding source for the Contractor;
- 14.7. 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 Contractor shall cooperate with the City in the transfer of the services as reasonably designated by the City; and/or
- 14.8. If this Agreement is terminated as a result of a default by the Contractor, the City may procure, upon such terms and conditions as the City deems appropriate, services similar to those terminated, and the Contractor shall be liable to the City for any damages arising from obtaining similar services.

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

16. INSURANCE

- 16.1. **General Conditions:** The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor 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 Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices Section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- 16.2. Proof of Insurance:** The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor 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 Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- 16.3. Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.
- 16.4. Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability – if required, the Contractor's insurer shall waive subrogation rights against the City.
- 16.5. Subcontractors and Subcontractors:** The Contractor shall confirm and document that all subcontractors and subcontractors (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 16.6. Workers' Compensation and Employer's Liability Insurance:** The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- 16.7. Commercial General Liability:** The Contractor 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.
- 16.8. Automobile Liability:** The Contractor 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.
- 16.9. Cyber Liability:** The Contractor 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.

17. DEFENSE AND INDEMNIFICATION

- 17.1. The Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- 17.2. The Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. The Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.
- 17.3. The Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City’s exclusive remedy.
- 17.4. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.
- 17.5. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
18. **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.*
19. **TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City’s prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts, and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment, or execution to be filed against City property.
20. **ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the City’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 City 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 Contractor shall remain responsible to the City; and

(ii) no contractual relationship shall be created between the City and any subContractor, subcontractor, or assign.

21. **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.
22. **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 Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
23. **NO AUTHORITY TO BIND CITY TO CONTRACTS**: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.
24. **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.
25. **CONFLICT OF INTEREST**: No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor 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. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor 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 Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor 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 Contractor written notice describing the conflict.
26. **NOTICES**: All notices required by the terms of this 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 Contractor at the address aforementioned and to the City at the addresses below:
Executive Director
Office 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.

27. **DISPUTES**: All disputes between the City and the Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.
28. **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).
29. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under the Agreement, the Contractor 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 Contractor shall insert the foregoing provision in all subcontracts.
30. **NO DISCRIMINATION IN PROGRAM ASSISTANCE**: In connection with the performance of work under the Agreement, the Contractor 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 Contractor shall insert the foregoing provision in all subcontracts.
31. **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 Contractor must reasonably ensure that LEP persons have meaningful access to its programs, services, and activities. The Contractor shall not charge program participants for the use of an oral or written translator or interpretation services. The Contractor shall comply with the City's requirements concerning the provision of interpreter services under this Agreement.
32. **FAITH BASED ORGANIZATIONS AND SECTARIAN ACTIVITIES**: The Contractor shall not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this Agreement.

- 33. COMPLIANCE WITH ALL LAWS:** The Contractor 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 and any grant providing funding for this Agreement. These laws, regulations, and other authorities are incorporated by reference herein to the extent that they are applicable and required by law to be so incorporated.
- 34. STATUTES, REGULATIONS, AND OTHER AUTHORITY:** Reference to any statute, rule, regulation, policy, executive order, or other authority means such authority as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effect, including rules and regulations promulgated thereunder, and reference to any section or other provision of any authority means that provision of such authority in effect and constituting the substantive amendment, modification, codification, replacement, or reenactment of such section or other provision, in each case except to the extent that this would increase or alter the Parties respective liabilities under this Agreement. It shall be the Contractor's responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement and to maintain its compliance therewith.
- 35. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.
- 36. LEGAL AUTHORITY:** The Contractor 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 Contractor represents and warrants that he has been fully authorized by the Contractor to execute the Agreement on behalf of the Contractor and to validly and legally bind the Contractor 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 Contractor or the person signing the Agreement to enter into the Agreement.
- 37. LICENSES, PERMITS, AND OTHER AUTHORIZATIONS:** The Contractor shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.
- 38. PROHIBITED TERMS:** Any term or condition that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; requires the City to obtain certain insurance coverage; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be *void ab initio*. Any agreement containing a prohibited term shall otherwise be enforceable as if it did not contain such

term or condition, and all agreements entered into by the City, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.

- 39. DEBARMENT AND SUSPENSION:** The Contractor acknowledges that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Colorado. The Contractor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.
- 40. 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.
- 41. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls, provided that all applicable federal and state terms and conditions shall prevail in all matters relating to federal and state funding, requirements, regulations, and compliance.
- 42. INTELLECTUAL PROPERTY RIGHTS:** The City and the Contractor 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 Contractor 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 Contractor 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 Contractor (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 Contractor made available, directly or indirectly, by the Contractor to the City as part of the Scope of Services (collectively, "Contractor Materials"), are the exclusive property of the Contractor or the third parties from whom the Contractor has secured the rights to use such product. Contractor Materials, processes, methods, and services shall at all times remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual, and irrevocable license to use Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City. The Contractor 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.

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

44. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the City. 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 Contractor shall notify the City in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

45. CONFIDENTIAL INFORMATION

45.1. "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 Contractors 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.

45.2. The Contractor 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 Contractor receives Regulated Data outside the scope of the Agreement, it shall promptly notify the City.

45.3. 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.

- 45.4.** 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 Contractor of such request in order to give the Contractor 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 Contractor objects to disclosure of any of its material, the Contractor 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 Contractor 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 Contractor 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 Contractor’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.

46. PROTECTED INFORMATION AND DATA PROTECTION

- 46.1. Compliance with Data Protection Laws:** The Contractor shall comply with all applicable laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data’s classification relevant to the Contractor’s performance hereunder and, when applicable, the most recent iterations of § 24-73-101, *et seq.*, C.R.S.; § 24-85-103 (2.5), 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 Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City.
- 46.2. Personal Information:** “PII” means personally identifiable information including, without limitation, any information maintained by the City about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§ 24-73-101, C.R.S. “PII” shall also mean “personal information” as set forth at § 24-73-103(1)(g), C.R.S. If receiving PII under

this Agreement, the Contractor shall provide for the security of such PII, in a manner and form acceptable to the City, including, without limitation, City non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, and security audits. In addition, as set forth in § 28-251, D.R.M.C., the Contractor, including, but not limited to, the Contractor's employees, agents, and subcontractors, shall not collect or disseminate individually identifiable information about the national origin, immigration, or citizenship status of any person, over and above the extent to which the City is required, under this Agreement, to collect or disseminate such information in accordance with any federal, state, or local law.

46.3. 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 PII. 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 Contractor, the Contractor 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 Contractor has been contracted to maintain, store, or process personal information on the City's behalf, the Contractor is a "Third-Party Service Provider" as defined by § 24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101, *et seq.*, C.R.S.

46.4. Data Access and Integrity: The Contractor 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 Contractor's performance hereunder to ensure the security and confidentiality of all data. The Contractor 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 Contractor 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 this Agreement, and the Contractor shall have no right, title, or interest in data obtained in connection with the services provided herein.

46.5. Data Retention, Transfer, Litigation Holds, and Destruction: Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of this Agreement, the Contractor 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 Contractor is required by law to retain data, including Protected Information. Upon the City's request, the Contractor shall confirm the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Contractor's exclusive custody, the City may request that the Contractor preserve such data outside of its usual record retention policies. The City will promptly coordinate with the Contractor regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Contractor 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 Contractor 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.

46.6. Software and Computing Systems: At its reasonable discretion, the City may prohibit the Contractor 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 Contractor's services under this Agreement. The Contractor shall comply with all requirements, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Contractor 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 Contractor 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.

46.7. Background Checks: The Contractor will ensure that, prior to being granted access to Protected Information, the Contractor'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.

46.8. Subcontractors and Employees: If the Contractor engages a subcontractor under this Agreement, the Contractor 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 Contractor 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 Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the Contractor 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 Contractor and any of its subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies.

46.9. Security Breach: If the Contractor 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 Contractor shall notify the City in the most expedient time and without unreasonable delay. The Contractor 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 Contractor shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Contractor shall not be obligated to disclose confidential business information or trade secrets. The Contractor 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.

46.10. Request for Additional Protections and Survival: In addition to the terms contained herein, the City may reasonably request that the Contractor 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 Contractor may reasonably decline the City's request to provide additional protections. If such a request requires the Contractor to take steps beyond those contained herein, the Contractor shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Contractor 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 this Agreement, and the Contractor shall continue to safeguard all data for so long as the data remains confidential or protected and in the Contractor's possession or control.

47. 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.

48. 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.

- 49. 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.
- 50. 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.
- 51. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor 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.
- 52. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Contractor 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.
- 53. ATTACHED EXHIBITS INCORPORATED:** The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work; **Exhibit B**, Certificate of Insurance; **Exhibit C**, Federal Provisions.

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Contract Control Number: HOST-202579082-00
Contractor Name: Vivent Health 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:**

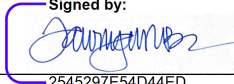
ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

HOST-202579082-00
Vivent Health Inc

By:  Signed by:
2545297E54D44ED...

Name: Tawnya Brown
(please print)

Title: Vice President of Grants Administration
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

SCOPE OF WORK

DEPARTMENT OF HOUSING STABILITY

VIVENT HEALTH, INC.

HOST- 202579082

I. INTRODUCTION

Current Period of Performance: January 1, 2025 - December 31, 2025

Project Description:

This agreement is entered between the Department of Housing Stability (HOST) and the Vivent Health, Inc. (Vivent) for the purpose of providing direct program expenses for the Tenant Based Rental Assistance (TBRA), Short Term Rent Mortgage Utility Assistance (STRMU), Supportive Services, and Permanent Housing Placement (PHP) programs for individuals participating in the Housing Opportunities for Persons with AIDS (HOPWA) program within the Denver Eligible Metropolitan Statistical Area (EMSA). Funding for Fiscal Year 2025 in the amount of **\$1,356,466.19** is being funded to the subaward.

This subaward is not for Research and Development Vivent 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 HOPWA.

Funding Source:	HOPWA
Project Name:	HOPWA
Budget Type:	Cost Reimbursement
Activity Name:	HOPWA Supportive Services
Federal Award ID (FAIN) #:	COH22-F001 & COH23-F001 & COH24-F001
Federal Award Date:	11/4/2022 & 11/1/2023 & 12/9/2024
Federal Awarding Agency:	U.S. Housing and Urban Development (HUD)
Pass-Through Entity	City and County of Denver
Awarding Official:	U.S. Housing and Urban Development Community Planning and Development 1670 Broadway Street Denver CO 80202-4801
Unique Entity ID:	EM7PFJBH81E1
CFDA#:	14.241 HOPWA
SAM.gov Expiration Date:	8/21/2025
Contractor Address:	1311 N. 6 th St., Milwaukee, WI 53212
Organization Type:	Nonprofit

II. SERVICES DESCRIPTION

- A. The participant population to be served consists of low-income people living with Human Immunodeficiency Virus (HIV)/ Acquired Immune Deficiency Syndrome (AIDS) who need assistance with maintaining long-term, stable, permanent housing. Assistance may be provided after review of the participant's eligibility and other requirements according to the Program Requirements and Responsibilities outlined below.
 1. **Tenant Based Rental Assistance (TBRA):** The TBRA Program will provide housing assistance to eligible households. TBRA meets the needs of participants by subsidizing the difference between total rent and the monthly tenant rent.
 - a. Vivent's Housing Specialist will determine an individual's eligibility for the program per programmatic basic requirements and conduct all annual Housing Quality Standards (HQS) inspections.
 - b. All TBRA programmatic and fiscal components will be administered according to standards of care and fiscal management requirements.
 2. **Short Term Rent Mortgage Utility Assistance (STRMU):** The STRMU Program will provide housing assistance to eligible households for up to \$2,500.00 and/or 21 weeks (continuous or non-continuous) of assistance in a 52-week period. The 52-week period for this program aligns with the calendar year. This program is designed to prevent homelessness by assisting to retain long-term, stable, permanent housing options for households that might otherwise lose their housing. This program provides STRMU in the form of eviction/foreclosure prevention and utility assistance.
 - a. All STRMU requests are submitted for eligible clients, as determined per basic programmatic requirements, by the client's medical or community case manager.
 3. **Permanent Housing Placement (PHP):** PHP funds will be used for application fees, holding deposits, and security deposits for clients who need assistance to establish new permanent residence in which continued occupancy is expected. All PHP requests are submitted for eligible clients, as determined per basic programmatic requirements by the client's case manager or housing specialist.
 4. **Supportive Services:** The Supportive Services (SS) service category may be used to provide wraparound services to eligible households. Supportive Services may include, but are not limited to, Housing Case Management (HCM), health, mental health, assessment, permanent housing placement, nutritional services, intensive care when required, and assistance in gaining access to local, State, and Federal government benefits and services, except that health services may only be provided to individuals with acquired immunodeficiency syndrome or related diseases and not to other household members living with these individuals.
 - a. As part of a client's initial intake assessment, the Medical Case Managers screen all clients to determine a clients' need for Emergency Financial Assistance (EFA) and/or Housing Services as well as identify the underlying reason for the request. Clients will be referred to appropriate HOPWA Supportive Services.
 - b. Vivent will provide in-reach training to its staff in non-HOPWA programs and outreach to AIDS serving organizations and homeless shelters in the Denver Metro area regarding the HOPWA services listed above.

B. Program Requirements and Responsibilities:

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

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

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

- a. **Verification of HIV/AIDS:** Case managers will obtain and keep in the client file written documentation of a verifiable diagnosis of AIDS (Acquired Immune Deficiency Syndrome) or a test that is seropositive for HIV (Human Immunodeficiency Virus) signed by a physician, certified health care worker, or HIV testing site representative; a Social Security Administration record indicating the nature of a disability determination; or other relevant federal program records verifying HIV status.
- b. **Verification of Need:** HOPWA is a “needs based” program; therefore, participants must demonstrate the level of benefits needed through verifiable documentation. Case managers will complete a budget with the participant or update an existing budget as necessary. Budgets should not be more than one-year old. Any change in income will require recalculation of participant assistance.
- c. **Verification of Income:** Total household income must be at or below 80% of the Area Median Income (AMI), as defined at 24 CFR 574.3. Annual income shall be determined as defined in 24 CFR 5.609, commonly known as “Part 5 Annual Income”. Case managers shall obtain third party verification or documentation of expected income, assets, unusual medical expenses, and any other pertinent information. Written documentation will be maintained in the client file containing household size, income, and calculations used to determine income eligibility. The participant household income is determined to include persons living with one or more eligible persons who are determined to be important to their care or well-being. The current HUD annual median income limits, adjusted by household size, can be found here: <http://www.huduser.org/portal/datasets/il.html>

- d. **Verification of Tenancy:** For all participants assisted with successful housing placement/retention, case managers will obtain verification of tenancy. Satisfactory evidence of tenancy includes the lease that identifies the participant/family as the named tenant under the lease. Satisfactory evidence of ownership of a home includes.
 1. A deed accompanied by a mortgage or deed of trust.
 2. A mortgage or deed of trust default/late payment notice which identifies the participant/family as the property owner/debtor; and
 3. A title insurance policy identifying the participant/family as the property owner/debtor.
- e. **Supportive Services:** Supportive services must be documented in participant files and may include helping to provide and/or advocating for access to needed services and providing emotional support and counseling to the participant, and to each participant's extended support network.
- f. **Confidentiality and Termination of Assistance:** Written procedures shall be established by the Subrecipient and undertake staff training efforts to ensure confidentiality and physical security of information regarding individuals receiving HOPWA assistance, including names and addresses [per 24 CFR 574.440].
 1. The Subrecipient shall only release or provide access to information on a client's HIV/AIDS status or other related client eligibility documentation to qualified individuals who determine eligibility or provide support, or who oversee the provision of HOPWA assistance, in accordance with the Office of Community Planning and Development (CPD) Notice 06-07 [per 24 CFR 574.440].
 2. The Subrecipient shall have a written policy for termination of assistance that meets the minimum due process requirements in 24 CFR 574.310(e)(2)(ii).

C. FAMILY MEMBERS

The Subrecipient shall have a policy in place for surviving family members, in the event of the death of a HOPWA eligible person. A reasonable grace period of continued assistance to surviving family members, not to exceed one year, measured from the date of death of the participant, must be established.

D. CASE MANAGEMENT

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

E. HOUSING OPTIONS

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

F. CONFIDENTIALITY

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

G. TENANT BASED RENTAL ASSISTANCE (TBRA):

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

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

1. The participant must provide evidence of tenancy. The participant must be a tenant on a valid lease for a property or be an owner of a mortgaged home in which they reside.

2. The STRMU Program will provide equal access of funds to rental and mortgage assistance to all participants regardless of where the participant receives primary case management or other support services.
3. The participant must demonstrate need in the form an eviction or foreclosure notice.
 - a. The participant must demonstrate that they do not have the resources to meet their rent, mortgage, or utility costs and that they would be at risk of homelessness in the absence of STRMU assistance.
4. Assistance will not exceed 21 weeks within a 52-week period. The Subrecipient will distribute funds in accordance with internal policy. And in accordance with HUD policy as stated in CPD Notice 06-07.
5. Participants in subsidized housing are not eligible.
6. STRMU assistance is not intended to provide continuous or perpetual assistance. Assistance is intended to benefit participants who are not able to meet their monthly housing expenses due to unexpected situations. Alternative permanent housing must be considered if the present housing situation continues to be unstable.
7. The participant must be provided the opportunity for case management services from the appropriate social service agencies, if eligible [24 CFR 574.330].

I. PERMANENT HOUSING PLACEMENT:

1. Eligible participants for the current rate of Deposit Assistance will receive an amount not to exceed two months' rent or two times the Fair Market Rent (FMR). Those with employment or other sources of income will be limited to one time the contract rental amount or one times the FMR, whichever is the lesser of the two.
2. Valid Colorado lease or letter of intent to rent.
3. Permanent Housing Placement may not be used within 30 days of Short-Term Rent Mortgage Utility Assistance (STRMU), which is used for eviction prevention.

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

III. ROLES AND RESPONSIBILITIES FOR BOTH PARTIES

A. Subrecipient 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. The Director of Social Services or their delegate are required to complete and sign the "Statement of Completion of Required Training: Informed,

Compassionate, and Positive Interactions with Persons Experiencing Homelessness” form biennially and submit to HOST.

3. Post the City and County of Denver’s Anti-Discrimination Office signage in an area where information is available to staff and program participants.
4. Ensure completion of requisite training as outlined in the HOST HOPWA Policies and Procedures document.
5. Subrecipient will obtain consumer input at least quarterly. Gathering and utilizing consumer input ensures that the services provided effectively address the needs and preferences of the individuals/households served by this subrecipient. Feedback will collect information to ensure equity in access and outcomes. The City reserves the right to issue specific guidelines on the methods for collecting and integrating consumer feedback which may include use of a third-party evaluator. Details will be outlined in HOST HOPWA Policies and Procedures documents.
6. Provide grievance policy and procedure to HOST within the first 90 days of this contract and annually or as updates are made thereafter. Grievance policies and procedures must be approved by HOST.

B. The City will:

1. Provide signage that includes information about the City and County of Denver’s Anti-Discrimination Office in both [Spanish and English](#).
2. Provide access to the HOST Program Standards document and HOST will communicate any changes or updates made to the document.

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 subrecipient 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. OBJECTIVE AND OUTCOMES

Resources	Activities	Outputs	Metric	Outcomes	Metric	Impacts
Housing Specialists	<ul style="list-style-type: none"> Housing Identification and Placement Supportive Services Case Management Services Housing First Intervention Timely submission of invoices Participant feedback 	Households Served	161			Prevent homelessness
Social Services Staff		Supportive Services	161	Percentage of households served who access/adhere to primary care appointments	85%	
Short-Term Rental and Utility (STRMU) Assistance						Retain long-term, stable, permanent housing
Tenant-Based Rental Assistance (TBRA)		TBRA	45	Percentage of households who remain stably housed 6 months after entering TBRA program	80%	
Permanent Housing Placement (PHP)						
Supportive Services Staff Training		STRMU	116			
Food Pantry						
Program Policies						
HOST funding		Number of households to be served annually with PHP	10			

Assumptions: Data is reported in quarterly narrative reports and the annual HUD CAPER. All data for HUD CAPER must be collected throughout the year to properly complete that annual report. See <https://www.hudexchange.info/programs/hopwa/new-consolidated-apr-caper/>

VI. REPORTING

- A. Subrecipients will be required to use HOST Programs Community to submit all program narrative and qualitative data reports. These reports are due the 15th day of the month following each reporting period. Each narrative report will contain information on program success, challenges, and funding leverage during the reporting period.

Report Type	Due Date
Quarterly Report for Jan 1 – March 31	April 15
Quarterly Report for April 1 – June 30	July 15
Quarterly Report for July 1 – Sept 30	Oct 15
Quarterly Report for Oct 1 – Dec 31	Jan 15
Annual Report for Jan 1 – Dec 31	Jan 30, 2025

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

F. Data Monitoring

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

1. Program data

a. Data sources

1. Homeless service providers: All program data reports will be sourced from client-level data entered in HMIS unless otherwise specified. Qualitative program narratives, data quality reports, and any requested supplemental reports can be submitted through the HOST Programs Community
2. All other programs: Summary reports on clients served will use the HOST Programs Community to report narrative, and households served information. Additional data may be required in the reporting form and/or a supplemental data template provided by HOST.
 - i. Number of unique Households served (universal for all HOST-funded programs) and progress toward the households served goal:
Households proposed to be served over the contract term – 161
Year 2025: 161

- ii. Demographics of households served:
Demographic data of households served are monitored to ensure fair and equitable access to services. The scope of demographic data collected are specific to the needs of the program or any related funding sources. Demographic data can include but is not limited to race and ethnicity, income level, participant age/ age-group/ number of age-qualifying participants, disability status, mental health condition, or gender identity.
The measures and benchmarks specified in the objectives and outcomes section.
- 2. Qualitative narratives: This includes reports on program successes and challenges, programmatic updates, and supplemental reports. These reports can be submitted through the Salesforce programs community.
- 3. Financial Data
 - a. Funding sources and amount included.
- 4. Specific to this Scope of Work
 - a. Subrecipient must also complete the HOPWA Consolidated Plan Annual Performance Report (CAPER)
 - b. Additional household characteristics:
 - i. Number of households living in or coming from subsidized housing (for HUD funded only)
 - c. Subrecipient will track the financial services provided to each eligible household throughout the duration of the calendar year to ensure financial assistance limits are not exceeded. The following information is required:
 - i. Total Monthly Rent,
 - ii. Rent Amount Paid by Participant, **
 - iii. Amount Paid by HOPWA Program,
 - iv. Type of Assistance (Rent, Deposit, Utilities, etc.),
 - v. Participant Income Calculation,
 - vi. Current Fair-Market-Rate (FMR) requirements,
 - vii. Reimbursements (returned rents/deposits, etc.),
 - viii. Utility Assistance calculation and Scheduling.

VII. 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
- 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.

VIII. 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 Subrecipient by HOST shall be in accordance with established HOST procedures for this Agreement line-item reimbursements. Invoice requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Invoices should be submitted within thirty (30) days of the actual service, expenditure, or payment of expense. Invoices submitted more than 90 days beyond the billing period of the actual service, expenditure, or payment expense, may not be reimbursed without prior written approval from HOST.
3. The Subrecipient shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget.
4. Invoice request shall be completed and submitted on or before the 15th of each month following the month services were rendered. Subrecipient 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. No more than four (4) vouchers may be submitted per contract per month, without prior approval from HOST.
6. All Invoices must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout of the contract.
7. All invoices are paid on a "Net 30" payment timeline, presuming invoices are free from errors, and do not require additional documentation or calculation revisions.
8. Invoices shall be submitted to the HOST subrecipient online portal at <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directories/Department-of-Housing-Stability/Partner-Resources/Contractor-Payment-Requests>

B. Invoicing Requirements

1. To meet Government requirements for current, auditable books at all times, it is required that all vouchers be submitted monthly to HOST in order to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.
2. City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.
3. For contracts subject to Federal Agreements, only allowable costs determined in accordance with 2 CFR "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" in the "OMB Omni Circular" applicable to the organization incurring the cost will be reimbursed.
4. 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).
 - e. Rental assistance must include a spreadsheet for payments sent that includes, total rent amount and total rent paid by participant. The spreadsheet must contain tracking details that confirm meeting the most current FMR. This should include income calculations to confirm participants portion of the rent and payment details that specifies month and type of payment - 24 CFR 574.310(d) and 24 CFR 574.320.
 - f. Invoices for financial assistance must include the recertification completion and next recertification completion dates - 24 CFR 574.310; 24 CFR 574.320; 24 CFR 574.500(b)(2).
 - g. If applicable, utility assistance can be used when a resident resides in the unit legally, and they have the responsibility for the utility payment. Records must include a utility account in the person's name or proof of responsibility to make the utility payments. This may include cancelled checks, money orders, or prior receipts in their name from a utility company. Utilities cannot include internet, cable or telephone service.
5. If another person has been authorized by the Subrecipient to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to HOST prior to the draw request.
 6. The standardized HOST "Expense Certification Form" should be included with each payment request to provide the summary and authorization required for reimbursement. HOST reserves the right to cancel an invoice if there are material errors that must be corrected and will require the invoice to be resubmitted.
 7. Tracking details on expenses should be maintained for each individual participant in invoices, case notes and paper files. See CPD 06-07 for reference details.
 8. Rental and Utility deposits should be tracked in detail by the subrecipient. Rental and Utility deposits are program funds that must be returned to the program when the assisted tenant leaves the unit. A good faith effort must be made to recover program funds upon the departure of the beneficiary from the unit. A record of these deposits must be kept by the subrecipient. Reasonable costs for security deposits may not exceed two months of rental costs.

C. Payroll

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

2. The amount of time worked will be verified with timesheets. The timesheets must include the actual hours worked under the terms of this contract, and the actual amount of time worked under other programs. The total hours worked during the period must reflect all actual hours worked under all programs including leave time. The employee's name, position, and signature, as well as a signature by an appropriate supervisor, or executive director, must be included on the timesheets. If an electronic time system is used, signatures are not required. If the timesheet submitted indicates that the employee provided services payable under this contract for a portion of the total time worked, then the amount of reimbursement requested must be calculated and documented in the monthly reimbursement request.
3. A payroll registers or payroll ledger from the accounting system will verify the amount of salary. Copies of paychecks are acceptable if they include the gross pay and deductions. Documentation submitted to the City must only contain the personnel related to the HOPWA program being invoiced [24 CFR 84.27 (for nonprofits); and 24 CFR 85.22 (for state and local governments)].

D. Fringe Benefits

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

E. General Reimbursement Requirements

1. Invoices: All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Subrecipient 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 Subrecipient, 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. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead require invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Subrecipient has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to HOST and reflected in the contract budget.

F. Program Income

1. For contracts subject to Federal Agreements, program income includes, without limitation, income from fees for services performed, from the use or rental of real or personal property acquired with contract funds, from the sale of commodities or items fabricated under a contract agreement, and from payments of principal and interest on loans made with contract funds.
2. Program income may be deducted from total allowable costs to determine net allowable costs and may be used for current reimbursable costs under the terms of this contract. Program income which was not anticipated at the time of the award may be used to reduce the award contribution rather than to increase the funds committed to the project. **All program income generated during any given period submitted for payment shall be documented on the invoice request.**
3. The Subrecipient, 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 Subrecipient except **as pre-approved in writing by HOST, including** those needed for immediate cash needs.

G. Budget Modification Requests

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

H. Contract Amendments

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

I. Financial Management Systems

The Subrecipient 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 Uniform Guidance (2 C.F.R. Part 200), 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 Subrecipient 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 Subrecipient shall maintain separate accountability for HOST funds as referenced in 2 C.F.R. 200.
8. The Subrecipient 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 Subrecipient shall participate, when applicable, in HOST provided staff training sessions.
11. The Subrecipient will be responsible for all Disallowed Costs.

12. The Subrecipient 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 Subrecipient shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

J. Monitoring Requirements

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

K. Audit Requirements

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

L. Procurement

1. The Subrecipient shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services supplies, or other property that costs more than ten thousand dollars (\$10,000) in the aggregate.
2. The Subrecipient will ensure selected vendor or proposer has required insurance once the Subrecipient identifies a successful vendor or proposer.
3. The Subrecipient 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, Subrecipient selection or rejection, and the basis for the contract price.

4. For contracts subject to federal agreements, if there is a residual inventory of unused supplies exceeding five thousand dollars (\$5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other federally sponsored programs or projects the Subrecipient will compensate the awarding agency for its share.

M. Bonding

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

N. Records Retention

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

O. Contract Close-Out

1. All Subrecipients 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 Subrecipient 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 Subrecipient fails to perform in accordance with this Agreement, HOST reserves the right to unilaterally close out a contract, "unilaterally close" means that no additional money may be expended against the contract.

P. Collection of Amounts Due

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

IX. FUNDS WILL BE USED TO

Funds in the amount of **\$1,356,466.19.00** will be added to provide HOPWA services to eligible individuals and/or households within the Denver Eligible Metropolitan Statistical Area (EMSA). Organization does not receive income from HOPWA operations. Non-personnel costs are being funded.

Contract	Amount
Base	\$1,356,466.19.00

X. Budget

Contract Program Budget Summary						
Contractor Name/Project:	Vivent Health, Inc./HOPWA					
City Contract #:	HOST 202579082					
Budget Term:	1/1/2025-12/31/2025			Program/Fiscal Year:		2025
Budget Category	HOPWA HOST Funding	[Name of Secondary funding source] HOST Funding (If applicable)	Total Costs requested from HOST	Agency Total		Budget Narrative
Personnel	Amount	Amount	HOST Total	Amount	%	
Tenant Based Rental Assistance						
Housing Specialist	\$35,400	\$0	\$35,400	\$59,000	60.00%	One full-time Housing Specialist will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: Will assist in locating affordable housing for clients, conduct Housing Quality inspections for potential units, negotiate fair market rents and coordinate lease-signing between clients and landlords, advocate for clients, and mediate disputes between landlords and tenants, transition clients to long-term, stable, and independent housing, provide individualized housing education and budget counseling sessions, identify unmet client needs, provide appropriate referrals and resources, and maintain documentation of all client activities.
Housing Program Manager	\$21,600	\$0	\$21,600	\$72,000	30.00%	One full-time Housing Programs Manager will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: Responsible for overseeing the delivery of the Housing program administered by housing staff. Responsibilities will include staff recruitment, training, and supervision of Housing Specialist; establishing, coordinating, and developing housing assistance resources in a community, program development, administration, and evaluation, and budget oversight.
TRBA Fringe Benefits	\$17,100	\$0	\$17,100	\$49,800	34.34%	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please refer to the scope of work section Financial Administration-Fringe Benefits.
Short Term Rental, Mortgage, Utility Assistance (STRMU)						
Housing Specialist	\$49,500	\$0	\$49,500	\$55,000	90.00%	One full-time Housing Specialist will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: Will administer the Short-term Rental, Mortgage, and Utility assistance program for all clients. They will create individualized housing plans with each STRMU client, create check requests and send financial assistance to vendors, provide individualized housing education and budget counseling sessions to clients, identify unmet client needs, provide appropriate referrals and resources, and maintain documentation of all client activities.
STRMU Fringe Benefits	\$14,850	\$0	\$14,850	\$49,500	30.00%	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please refer to the scope of work section Financial Administration-Fringe Benefits.
Permanent Housing Placement (PHP)						
	\$0	\$0	\$0	\$0	0.00%	

Budget Category	HOPWA HOST Funding	[Name of Secondary funding source] HOST Funding (If applicable)	Total Costs requested from HOST	Agency Total	Budget Narrative
PHP Fringe Benefits	\$0	\$0	\$0	\$0	0.00%
Supportive Services					
Director of Social Services	\$12,029	\$0	\$12,029	\$96,235	12.50%
Case Manager Supervisor	\$8,323	\$0	\$8,323	\$66,586	12.50%
Community Case Managers	\$37,857	\$0	\$37,857	\$291,206	13.00%
Clinic Case Managers	\$28,130	\$0	\$28,130	\$281,296	10.00%
Food Services Supervisor	\$13,515	\$0	\$13,515	\$54,060	25.00%

Budget Category	HOPWA HOST Funding	[Name of Secondary funding source] HOST Funding (If applicable)	Total Costs requested from HOST	Agency Total		Budget Narrative
Food Pantry Coordinator	\$17,383	\$0	\$17,383	\$46,354	37.50%	One full-time Food Pantry Coordinator will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description: Provide assistance with daily food distribution operations in the Denver pantry, which includes unloading and storage of food items, food box preparation, and food home delivery, as needed. This position will work in collaboration with the Vivent Housing Team to provide nutritional recommendations and education to HOPWA.
Supportive Services Fringe Benefits	\$35,171	\$0	\$35,171	\$97,892	35.93%	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please refer to the scope of work section Financial Administration-Fringe Benefits.
Total Salary and Fringe Benefits:	\$290,858	\$0	\$290,858	\$1,218,929	23.86%	
Other Direct Costs	Amount	Amount	Subtotal	Amount	%	
Tenant Based Rental Assistance (TBRA)	\$755,000.19	\$0.00	\$755,000	\$755,000	100.00%	TBRA will provide long-term rental assistance to clients demonstrating the greatest need. The TBRA program is an income-based housing subsidy program, on which participants pay 30% of their income towards total housing costs (rent and utilities) and the remaining amount is subsidized. This integrated program will support participants' long-term wellbeing through safe and reliable housing. The rate per client was determined through client income, standardized estimated utility costs, and current fair market rent rates in the Denver area. (Financial Assistance EXCLUDED FROM INDIRECT RATE CALCULATION)
Short Term Rental, Mortgage, Utility Assistance (STRMU)	\$230,248.00	\$0.00	\$230,248	\$230,539	99.87%	The STRMU Program will provide housing assistance to eligible households for up to \$2,500.00 and/or 21 weeks (continuous or non-continuous) of assistance in a 52-week period. STRMU funds will be used to prevent homelessness by assisting to retain long-term, stable, permanent housing options for households that might otherwise lose their housing. This program provides STRMU in the form of eviction/foreclosure prevention. (Financial Assistance EXCLUDED FROM INDIRECT RATE CALCULATION)
Permanent Housing Placement	\$60,000.00	\$0.00	\$60,000	\$60,000	100.00%	PHP funds will be used for application fees, holding deposits, and security deposits for clients who need assistance to establish new permanent residence in which continued occupancy is expected. PHP will be provided to each client at a calculated average of \$2,000 each household per year. (Financial Assistance EXCLUDED FROM INDIRECT RATE CALCULATION)
Total Other Direct Costs	\$1,045,248	\$0.00	\$1,045,248	\$1,045,539	99.97%	
Total Salaries, Fringe and Other Direct Costs	\$1,336,106	\$ -	\$ 1,336,106.19	2,264,468	59.00%	
Indirect Costs						
Indirect Costs	\$20,360	\$0.00	\$20,360	\$85,325	23.86%	Indirect calculated 7% of Allowable Direct Costs
Grand Total	1,356,466.19	0.00	1,356,466.19	2,349,793.00	57.73%	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/07/2025

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

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

PRODUCER MM Insurance Associates 15885 W. National Ave. Suite 300 New Berlin WI 53151	CONTACT NAME: Molly Hartman PHONE (A/C, No, Ext): (262) 754-4736 FAX (A/C, No): (262) 754-4739 E-MAIL ADDRESS: molly@mminsurancassociates.com
INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A: EMC PROPERTY AND CASUALTY INSURANCE
VIVENT HEALTH; TPAN; VIVENT HEALTH TEXAS AIDS RESOURCE CENTER OF WISCONSIN, INC.; RM CARES LLC 1311 N 6th Street MILWAUKEE WI 53212	INSURER B: EMPLOYERS MUTUAL CASUALTY COMPANY
	INSURER C: SERVICE AMERICAN INDEMNITY COMPANY
	INSURER D: TRAVELERS INSURANCE COMPANY
	INSURER E: EVANSTON INSURANCE COMPANY
	INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL2392702625**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			MKLV3PSM002274	04/14/2025	04/14/2026	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input checked="" type="checkbox"/> PROF. LIABILITY INCLUDED						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 6,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 6,000,000
A	AUTOMOBILE LIABILITY			1E93130	12/20/2024	12/20/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			1J93130	12/20/2024	12/20/2025	Underinsured motorist	\$ 100,000
	<input checked="" type="checkbox"/> EXCESS LIAB						COMBINED SINGLE LIMIT EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 1,000,000
	DED RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SATIS0365500	10/30/2024	10/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input type="checkbox"/>	N / A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
D	CYBER LIABILITY & WRAP+ and D&O			106868889	03/01/2025	03/01/2026	LIMIT / EACH CLAIM	\$2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**
 City and County of Denver Dept of Housing Stability
 201 W Colfax Ave

Denver

CO 80202

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

AUTHORIZED REPRESENTATIVE

Exhibit C

Grant Agreement Housing Opportunities for Persons With AIDS (HOPWA) Program Assistance Listing Number 14.241	U.S. Department of Housing and Urban Development Office of Community Planning and Development
1. Grantee Name (and Administering Agency or Department, if applicable), and Address: Denver (City And County of Denver) 201 W Colfax Ave Denver, CO 80202-5329	2. Grant Number/Federal Award Identification Number (FAIN): COH23-F001 3. Tax Identification Number: 846000580 4. Unique Entity Identifier: WP3QXJ87RYH3
5. Fiscal Year: 2023	6. Grant Amount: \$4,036,662
7. Period of Performance/Budget Period Start Date (date listed in box 16) (mm/dd/yyyy) / /	8. Period of Performance/Budget Period End Date (36 months after the date in box 16) (mm/dd/yyyy) / /
9. Special Conditions (check applicable box) <input type="checkbox"/> Not applicable <input type="checkbox"/> Attached	10. Date HUD Received Grantee's Consolidated Plan Submission (mm/dd/yyyy) / /

- I. This Grant Agreement is made and entered into by and between the U.S. Department of Housing and Urban Development ("HUD") and the Grantee identified in Box 1 of this Grant Agreement, pursuant to the AIDS Housing Opportunity Act, as amended (42 U.S.C. §§ 12901-12912) and the applicable appropriations act for the Fiscal Year specified above.
- II. The Grantee's submissions for assistance under the Housing Opportunities for Persons With AIDS Program ("HOPWA"), the HOPWA regulations at 24 CFR part 574 as now in effect and as may be amended from time to time ("HOPWA regulations"), and this Grant Agreement, including any special conditions, constitute part of the Grant Agreement.
- III. The Grantee must comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in 24 CFR part 574, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments.
- IV. Subject to the provisions of this Grant Agreement, HUD will make the formula funds for the Fiscal Year as specified above ("Grant Funds") available to the Grantee upon execution of this Grant Agreement by the Grantee and HUD. The funds may be used for costs incurred before the Period of Performance/Budget Period under the conditions specified in HUD Notice CPD-23-01 or another prior written approval by HUD; or if the Grantee is not covered by Notice CPD-23-01, under the condition that the costs are otherwise allowable and were incurred on or after the date listed in box 10, the Grantee's program year start date, or 90 calendar days before the date in box 7 (whichever is latest).
- V. The Grantee and each Project Sponsor that receives Grant Funds must (1) comply with the HOPWA regulations, other applicable HUD regulations, and such other terms and conditions as HUD may establish for purposes of carrying out HOPWA activities in an effective and efficient manner; (2) conduct an ongoing assessment of the housing assistance and supportive services required by the participants in HOPWA activities; (3) assure the adequate provision of supportive services to the participants in HOPWA

Exhibit C

activities; (4) cooperate and coordinate in providing assistance under HOPWA with the relevant state- and local-government agencies responsible for services for eligible persons in the area served by the Grantee and with other public and private organizations and agencies providing services for eligible persons; (5) prohibit any fee, except rent, from being charged of any eligible person for any housing or services provided with Grant Funds; (6) ensure the confidentiality of the name of any individual assisted through HOPWA activities and any other information regarding individuals receiving assistance with Grant Funds; and (7) maintain and make available to HUD for inspection financial records sufficient, in HUD's determination, to ensure proper accounting and disbursing of Grant Funds.

- VI. The Grantee must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Grant Agreement. The Grantee 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 Grantee will be incorporated into and made part of this Grant Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200, including appendices.
- VII. The Grantee may only provide Grant Funds to Project Sponsors pursuant to legally binding agreements that contain the provisions required by 2 CFR 200.332(a) and state each commitment to which the Project Sponsor must agree under 24 CFR 574.500(b)(1) through 574.500(b)(4).
- VIII. Not less than once every 90 calendar days, starting from the Period of Performance start date, the grantee must draw down Grant funds for allowable costs in accordance with 2 CFR 200.305 and 200.403 and reconcile its accounting records with the financial data reported to HUD through the Integrated Disbursement and Information System ("IDIS") in accordance with 2 CFR 200.302 and 200.303. A request by the Grantee to draw down Grant Funds under any payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with this Grant Agreement.
- IX. The Grantee must comply with HUD instructions regarding use of and reporting in IDIS or its successor.
- X. If the Grantee uses homelessness or chronic homelessness as primary client eligibility criteria, the Grantee is encouraged to use a Homeless Management Information System ("HMIS") to track services for homeless clientele, provided that medical information and HIV status are not shared with providers that do not have direct involvement in the eligible person's case management, treatment, and care in line with their signed release of information.
- XI. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25, "System for Award Management and Universal Identifier Requirements," and the Award Term in Appendix A to 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information." If the amount in box 6 above exceeds \$500,000, the Grantee must also comply with the award term and condition for reporting of matters related to recipient integrity and performance at Appendix XII to 2 CFR part 200.
- XII. The Grantee must submit a Consolidated Annual Performance and Evaluation Report (CAPER) in accordance with 24 CFR 574.520(a) and provide the HOPWA information using form HUD-4155.
- XIII. The Grantee must use program income in accordance with the addition method provided in 2 CFR 200.307(e)(2).

Exhibit C

- XIV. If Grantee is a State or Unit of General Local Government and is the responsible entity pursuant to 24 CFR part 58, the Grantee agrees to assume the responsibility for environmental review, decision-making, and action that would otherwise apply to HUD in accordance with 24 CFR 58.4 and 24 CFR 574.510. If Grantee is a State and distributes funds to a responsible entity, the Grantee agrees to provide for appropriate procedures by which the responsible entity will evidence its assumption of environmental responsibilities.
- XV. The Grantee and each Project Sponsor that receives Grant Funds are encouraged to obtain certificates of completion of the Getting to Work, HOPWA Oversight, and CPD Financial Management training curriculums by at least one of its employees every three years.
- XVI. The Grantee must update client eligibility records no less than annually.
- XVII. This Grant is not for research and development (R&D), as defined at 2 CFR 200.1.
- XVIII. A default shall occur when the Grantee fails to comply with the provisions of this Grant Agreement. In the event of a default, HUD may take one or more of the actions provided in 2 CFR 200.339 after providing the Grantee with an opportunity for informal consultation in accordance with 24 CFR 574.500(c). Nothing in this Grant Agreement shall limit any remedies otherwise available to HUD in the case of a default by the Grantee. No delay or omissions by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default.
- XIX. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
- XX. The Period of Performance and Budget Period begins on the date when the Grant Agreement is executed by both parties and ends three years after that date.

<p>11. For HUD (Name and Title of Authorized Official)</p> <p>Director</p>	<p>12. Signature</p> <p><small>DocuSigned by:</small></p> <p>X <i>Nbemi Shinghi</i></p> <p><small>EF9B3616646E426...</small></p>	<p>13. Date (mm/dd/yyyy) ("Federal Award Date")</p> <p style="text-align: center;">11/1/2023</p>
<p>14. For the Grantee (Name and Title of Authorized Official)</p> <p>Midori Higa, Director of Homelessness Resolution Programs</p>	<p>15. Signature</p> <p><small>Higa, Midori - HOST Director of Homelessness Resolution Progra</small></p> <p>X <small>Digitally signed by Higa, Midori - HOST Director of Homelessness Resolution Progra</small></p> <p><small>Date: 2023.11.06 10:52:17 -07'00'</small></p>	<p>16. Date (mm/dd/yyyy) (use this date in Box 7 for Period of Performance/Budget Period Start Date)</p> <p style="border: 1px solid black; padding: 2px;">11/1/2023</p>

Indirect Cost Rate Schedule

Exhibit C

(To be added as attachment to HOPWA Grant Agreement)

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

INDIRECT COST RATE SCHEDULE

Grantee agency/department	Indirect cost rate (%)	Type of Direct Cost Base
Dept. of Housing Stability	3%	
	%	
	%	

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

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E, and Appendices IV and VII to Part 200.

Exhibit C

**CITY AND COUNTY OF DENVER'S
DELEGATION OF AUTHORITY**

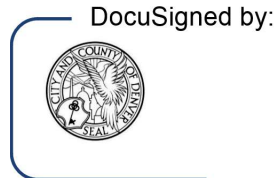
The Executive Director of the City's Department of Housing Stability ("HOST"), or permitted designee, is authorized to execute documents on behalf of the City necessary to receive grant funds from the U.S. Department of Housing and Urban Development ("HUD"), including a grant agreement, and any documents related to the implantation or administration of the grant so long as the documents requiring the Executive Director's signature are executed or requested by HUD.

Exhibit C

Contract Control Number: HOST-202371195-00
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: 12/13/2023 | 12:05 PM PST

SEAL



CITY AND COUNTY OF DENVER:

ATTEST:

DocuSigned by:
Audrey Kline
E0F80F841070488...
Deputy Clerk and Recorder
Audrey Kline

By: DocuSigned by:
Michael C. Johnston
5DC361FDC883486...
Mayor
Michael C. Johnston

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: DocuSigned by:
Eliot Schaefer
B33DAD348000494...
Assistant City Attorney
Eliot Schaefer

REGISTERED AND COUNTERSIGNED:

By: DocuSigned by:
Nicole Doheny
A3CE12EB736D4D9...
Chief Financial Officer
Nicole Doheny

By: DocuSigned by:
Timothy O'Brien
8209594F0B7045D...
Auditor
Timothy O'Brien

Exhibit C

Contract Control Number:

HOST-202371195-00

Contractor Name:

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)