

SUBAWARD THIRD AMENDATORY AGREEMENT HOPWA

This **SUBAWARD THIRD AMENDATORY AGREEMENT** (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **COLORADO HEALTH NETWORK, INC.**, a Colorado nonprofit corporation whose address is 6260 E Colfax Ave, Denver, CO 80220 (the “Subrecipient”), individually a “Party” and jointly “the Parties”.

RECITALS:

WHEREAS, the Parties entered into a Subaward Agreement dated March 8, 2023 an Amendatory Agreement dated August 14, 2023 and a Second Amendatory Agreement dated February 29, 2024 (the “Agreement”) to provide funding to Colorado Health Network, Inc. (CHN) to be utilized for 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); and

WHEREAS, the Parties now wish to amend the Agreement to increase the Maximum Contract Amount.

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 amend the Agreement as follows:

1. All references to “...Exhibits A, A-1 and A-2...” in the Agreement shall be amended to read: “...Exhibits A, A-1, A-2 and **A-3**...” as applicable. The Scope of Work marked as **Exhibit A-3** attached to this Amendatory Agreement is hereby incorporated by reference.

2. Section 5 of the Agreement, entitled “**COMPENSATION AND PAYMENT**”, Subsection 5.5 entitled “**Maximum Contract Amount**”, Subparagraph 5.5.1 is amended to read as follows:

“5.5. Maximum Contract Amount:

5.5.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed SIX MILLION EIGHTY-FOUR THOUSAND TWO HUNDRED SIX DOLLARS AND SIXTY-SIX CENTS (\$6,084,206.66) (the “Maximum Contract Amount”).

The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Subrecipient beyond that specifically described in **Exhibits A, A-1, A-2 and A-3**. Any services performed beyond those in **Exhibits A, A-1, A-2 and A-3** or performed outside the Term are performed at the Subrecipient's risk and without authorization under the Agreement."

3. As herein amended, the Agreement is affirmed, and ratified in each and every particular.

4. This Subaward Third Amendatory 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.

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[SIGNATURE PAGES FOLLOW.]

Contract Control Number: HOST-202476386-03/ HOST 202366621-00
Contractor Name: COLORADO HEALTH NETWORK, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

HOST-202476386-03/ HOST 202366621-00
COLORADO HEALTH NETWORK, INC.

By:  Signed by:
E026B8BCAFB94E3

Name: Darrell vigil
(please print)

Title: Chief Executive Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

SCOPE OF WORK
DEPARTMENT OF HOUSING STABILITY
COLORADO HEALTH NETWORK, INC.
HOST-202476386-03

I. INTRODUCTION

Period of Performance Start and End Dates: January 1, 2023 - December 31, 2024

Project Description:

This agreement is entered between the Department of Housing Stability (HOST) and the Colorado Health Network, Inc. (CHN) 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 in the amount of **\$328,868.66** is being added to the subaward for a total contract amount of \$6,084,206.66.

This subaward is not for Research and Development CHN 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/ Homeless Resolution Fund
Project Name:	CHN HOPWA
Budget Type:	Focused Cost Reimbursement
Activity Name:	HOPWA Supportive Services
Federal Award ID (FAIN) #:	COH22-F001
Federal Award Date:	11/4/2022
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:	F76GBCMM5JB5
CFDA#:	14.241 HOPWA
SAM.gov Expiration Date:	03/20/2025
Contractor Address:	6260 East Colfax Avenue, Denver Colorado 80220-1515
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. CHN's TBRA Occupancy and Financial Assistance Coordinator 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.
 - a. All STRMU requests are submitted for eligible clients, as determined per basic programmatic requirements, by the client's medical case manager.
3. **Permanent Housing Placement (PHP):** The PHP Program will provide deposit and move-in assistance to eligible participants to help households establish permanent residence in which continued occupancy is expected.
 - a. All PHP requests are submitted for eligible clients, as determined per basic programmatic requirements by the client's medical case manager.
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. CHN 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, 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. MEMORANDUM OF UNDERSTANDING (MOU) FOR SINGLE PAYER

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

F. PAYMENT PROCESS FOR SINGLE PAYER

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

G. 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.

H. 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.

I. 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/or a partner agency 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% 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].

J. 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.
4. Assistance will not exceed 21 weeks within a 52-week period. The Subrecipient will distribute funds in accordance to 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].

K. 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

L. 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. Contractor will:

1. Work with City to host any city-designated sensitivity training on an annual basis.
2. Provide any online modular sensitivity training developed and provided by the City to all new direct-service staff within 15 days of hire date. Ensure direct-service staff complete training refresher on a biennial basis.
 - a. Sensitivity Training is available at https://denvergov.org/media/denvergov/housingstability/context_of_homelessness/story.html
 - b. The Executive Director 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.

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](#).

IV. EQUITY ACCESS AND OUTCOMES

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

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

V. OBJECTIVE AND OUTCOMES

Outputs: The direct results of program activities that may include types, levels, and targets of services to be delivered by the program. They are indicators of how effective you were in implementing your program	Benchmark	Outcomes: The intended accomplishments of the program	Benchmark
Number of households to be served annually with supportive services (eg case management, housing navigation)	1,168	Percentage of households who remain stably housed 6 months after entering TBRA program	80%
Number of households to be served annually with TBRA	130	Percentage of households served with HOPWA program who access/adhere to primary care appointments	85%
Number of households to be served annually with STRMU	36		
Number of households to be served annually with PHP	52		
Number and percentage of heads of household by race, ethnicity, gender, age, and income at entry and household size	Count		
Note: 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. Contractors 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 content 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 Contractor 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 Contractor to support the use of HOST Programs Community.

E. Contractor may be required to submit a Contract Summary Report at the end of the contract period within 30 days after the Term End Date of this contract agreement.

F. 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 – 2,499

Year 2023: 1,331

Year 2024: 1,168

- 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)

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 Contractor 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.
- 3. The Contractor 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. Contractor shall use HOST's preferred invoice template, if requested HOST Financial Services may require a Cost Allocation Plan and budget narrative for detailed estimated description and allocation of funds. This is dependent upon funding source and program requirements.
5. Invoices shall be submitted to the HOST contractor online portal at <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Department-of-Housing-Stability/Partner-Resources/Contractor-Payment-Requests> or by US Mail to:
Attn: Department of Housing Stability
Financial Services Team
201 W. Colfax Ave.
Denver CO 80202

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. No more than four (4) vouchers may be submitted per contract per month, without prior approval from HOST.
3. All vouchers for all Agreements must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout.
4. City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.
5. For contracts subject to Federal Agreements, only allowable costs determined in accordance with 2 CFR "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.
6. The reimbursement request, or draw request, for personnel and non-personnel expenses should be submitted to the City on a monthly basis, no later than the 15th day of the following month for expenses incurred in the prior month. The request for reimbursement should include:
 - a. Amount of the request in total and by line item.
 - b. Period of services for current reimbursement.
 - c. Budget balance in total and by line item.
 - d. Authorization for reimbursement by the contract signatory (i.e., executive director or assistant director).
7. If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to HOST prior to the draw request.
8. The standardized HOST "Expense Certification Form" should be included with each payment request to provide the summary and authorization required for reimbursement.

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.

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 Contractor and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed, and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
2. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to HOST and reflected in the contract budget.
3. Service Period and Closeout: All reimbursed expenses must be incurred during the time period within the contract. The final payment request must be received by HOST within thirty (30) days after the end of the service period stated in the contract.

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 Contractor, at the end of the program, may be required to remit to the City all or a part of any program income balances including investments thereof held by the Contractor except **as pre-approved in writing by HOST, including** those needed for immediate cash needs.

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 Contractor. These budget documents will require approval by HOST program, contracting and financial staff.
4. The Contractor 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 Contractor must maintain financial systems that meet the following standards:

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

- includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
9. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
 10. The Contractor shall participate, when applicable, in HOST provided staff training sessions.

J. Monitoring Requirements

1. Monitoring may be performed by the program area, contract administration and financial services throughout the term of the agreement. Contractor 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 contractors 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 Contractor will be responsible for all Disallowed Costs.
4. The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

L. Procurement

1. The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services supplies, or other property that costs more than ten thousand dollars (\$10,000) in the aggregate.
2. The Contractor will ensure selected vendor or proposer has required insurance once the Contractor identifies a successful vendor or proposer.
3. The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include but are not limited to the following:

rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

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

O. Contract Close-Out

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

P. Collection of Amounts Due

1. Any funds paid to a Contractor in excess of the amount to which the Contractor is determined to be entitled under the terms of the award constitute a debt to the 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 Contractor; or
 - c. other action permitted by law.

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

IX. FUNDS WILL BE USED TO

Funds in the amount of \$328,868.66 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	\$3,000,000.00
1 st Amendment	\$0.00
2 nd Amendment	\$2,755,338.00
3 rd Amendment	\$328,868.66
Total	\$6,084,206.66

X. Budget

Contract Program Budget Summary						
Contractor Name:		COLORADO HEALTH NETWORK, INC.				
Project :		HOPWA	City Contract #:	HOST 202476386-03		
Budget Term:		1/1/2024-12/31/2024				
Program/Fiscal Year:		2024				
Budget Category	Homelessness Resolution 2024 HOST Funding	HOPWA 2024 HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Personnel	Amount	Amount	HOST Total	Amount	%	
Tenant Based Rental Assistance						
-Denver Housing Manager	\$24,778		\$24,778	\$55,928	44.30%	Portion of salary 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: Manages Denver CHN TBRA program. Provide supervision, training, and support for all program employees
-TBRA Coordinators	\$110,396	\$30,000	\$140,396	\$96,150	146.02%	Up to 3 Full-time salaries 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: Operates HOPWA TBRA program with eligible clients. Coordinate all occupancy aspects of HOPWA TBRA program participants.
Supportive Services						
-Director of Housing Services	\$24,881	\$0	\$24,881	\$84,403	29.48%	Portion of salary 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: Supervision of HOPWA direct services staff. Oversees all housing contracts, which include budgets and scope of work.
-Occupancy and Financial Assistance Coordinator	\$24,888	\$0	\$24,888	\$57,221	43.49%	Portion of salary 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: Tracks and distributes all housing subsidy requests for TBRA, STRMU, and PHP.
-Director of Client Services	\$20,850	\$0	\$20,850	\$89,250	23.36%	Portion of salary 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: Coordinates and implements direction for TBRA, STRMU, and PHP. Works to ensure that all Case Management Programs for people living with HIV are compliant to respective Standards of Care.
-Client Services Manager	\$37,899	\$0	\$37,899	\$116,331	32.58%	Up to 2 part-time salaries 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: Provides daily support and supervision to Medical Case Managers, Critical Event/Lead Case Manager, and other support staff. The Client Services Manager coordinates the agency's case management, referral, resources and financial assistance services for clients.
-Medical Case Managers	\$142,898	\$0	\$142,898	\$304,804	46.88%	Up to 6 part-time salaries 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 individualized, comprehensive case management and advocacy services to people living with HIV/AIDS. Provides intensive Case Management, based on levels of acuity, to a caseload of assigned clients.

Budget Category	Homelessness Resolution 2024 HOST Funding	HOPWA 2024 HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
-Bilingual Medical Case Managers	\$74,676	\$0	\$74,676	\$213,608	34.96%	Up to 4 part-time salaries 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: Bilingual Staff that provides individualized, comprehensive case management and advocacy services to people living with HIV/AIDS. Provides intensive Case Management, based on levels of acuity, to a caseload of assigned clients.
-Program Assistant	\$24,709	\$9,580	\$34,289	\$41,518	82.59%	Portion of salary 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: Front Desk staff works with clients. Also supports HOPWA program staff, provides housing resources.
-Bilingual Program Assistant	\$29,172	\$0	\$29,172	\$44,100	66.15%	Portion of salary 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: Bilingual Front Desk staff works with clients. Also supports HOPWA program staff, provides housing resources.
-Client Portal Tech Assistance Coordinator	\$6,259	\$0	\$6,259	\$49,036	12.76%	Portion of salary 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 technical assistance to HOPWA clients accessing the portal and creating financial assistance requests. Troubleshoot technical issues that arise within the database to ensure clients timely access to their user account.
Total Salary:	\$521,406	\$39,580	\$560,986	\$1,152,349	48.68%	
Fringe Benefits	\$108,866	\$6,200.89	\$115,067	\$243,049	47.34%	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.
Total Salary and Fringe Benefits:	\$630,272	\$45,780.89	\$676,053	\$1,395,398	48.45%	
Other Direct Costs	Amount	Amount	Subtotal	Amount	%	
Tenant Based Rental Assistance (TBRA)	\$1,781,000	\$16,153	\$1,797,153	\$1,797,153	100.00%	TBRA funds are to be used as a rental subsidy and/or security deposits. Approximately 130 clients @ \$1142/mo. avg. for 12 months
Short Term Rental, Mortgage, Utility Assistance (STRMU)	\$88,000	\$185,000	\$273,000	\$273,000	100.00%	STRMU funds are to prevent eviction, foreclosure and/or utility interruption. Approximately 36 clients up to \$2,500
Permanent Housing Placement	\$62,500	\$60,420	\$122,920	\$117,500	104.61%	PHP funds are to be used to provide deposit and move-in assistance. Approximately 52 clients up to \$1,200
Supportive Services						
-Client Support	\$1,000	\$0	\$1,000	\$28,728	3.48%	Items provided to clients including community engagement supplies, bus passes and food.
-Direct Facilities	\$10,580	\$0	\$10,580	\$204,624	5.17%	Specific office space dedicated for use for the program only and not a shared space. Associated expenses can be allocated proportionately based on actual size or percentage of the building space. Associated expenses can include rent, lease, insurance, utilities, and building maintenance.
-Mileage	\$1,730	\$0	\$1,730	\$13,481	12.83%	Reimbursement of personal vehicle mileage for HOPWA purposes, not to exceed the standard IRS rate at the time of travel.
Total Other Direct Costs	\$1,944,810	\$261,573.00	\$2,206,383	\$2,434,486	90.63%	
Total Salaries, Fringe and Other Direct Costs	\$ 2,575,082.00	\$ 307,353.89	\$ 2,882,435.89	3,829,884	75.26%	
Indirect Costs						
Indirect Costs	\$180,256.00	\$21,514.77	\$201,771	\$268,092	75.26%	Indirect calculated 7% of Allowable Direct Costs
Grand Total	2,755,338.00	328,868.66	3,084,206.66	4,097,975.88	75.26%	