

## **REVIVAL AND SUBAWARD AMENDATORY AGREEMENT HOPWA**

This **REVIVAL AND SUBAWARD AMENDATORY AGREEMENT** (“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 Wisconsin nonprofit corporation registered to do business in Colorado whose address is 648 North Plankinton Ave Ste 200, Milwaukee, WI 53203 (the “Subrecipient”), individually a “Party” and jointly the “Parties.”

### **RECITALS:**

**WHEREAS**, the Parties entered into a Subaward Agreement dated March 15, 2023 (the “Agreement”) to provide funding to Vivent Health, Inc. (VIVENT) 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 Agreement expired by its terms on December 31, 2023, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

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

2. Section 4 of the Agreement entitled “**TERM**”, is amended to read as follows:

“**4. TERM:** The Agreement will commence on January 1, 2023 and will expire, unless sooner terminated, on December 31, 2024 (the “Term”). Subject to the Director’s prior written authorization, the Subrecipient shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.”

3. Section 5 of the Agreement entitled “**COMPENSATION AND PAYMENT**”, sub-section 5.5 entitled “**Maximum Contract Amount**”, sub-paragraph 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 TWO MILLION TWO HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED NINETY-SIX DOLLARS (\$2,235,296.00) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Subrecipient beyond that specifically described in **Exhibit A and A-1**. Any services performed beyond those in Exhibit A and A-1 or performed outside the Term are performed at the Subrecipient’s risk and without authorization under the Agreement.”

4. Section 25 of the Agreement entitled “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THIS AGREEMENT**”, is hereby deleted in its entirety.

5. Section 48 of the Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS**” is added to the Agreement as follows:

**48. COMPLIANCE WITH DENVER WAGE LAWS.** To the extent applicable to the Design Consultant’s provision of Services hereunder, the Design Consultant shall comply with, and agrees to be bound by, all rules, regulations, 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 law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Design Consultant expressly acknowledges that the Design Consultant is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Design Consultant, 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.

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

7. This Revival and Subaward 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-202472421-01/ HOST 202366622-00  
**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:

\_\_\_\_\_

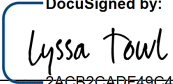
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

HOST-202472421-01/ HOST 202366622-00  
Vivent Health, Inc.

By:  \_\_\_\_\_  
2ACB2CADF49C4AB...

Name: Lyssa Towl  
(please print)

Title: Vice President, Colorado  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**SCOPE OF WORK**

**DEPARTMENT OF HOUSING STABILITY**

**VIVENT HEALTH, INC.**

**HOST-202472421-01**

**I. INTRODUCTION**

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

**Project Description:**

The purpose of this contract agreement is to provide a Department of Housing Stability (HOST) subaward for **\$1,070,136.00** for a total contract amount of \$2,235,296.00. These funds will be provided to Vivent Health, Inc. (VIVENT) 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).

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.

<b>Funding Source:</b>	HOPWA & Homeless Resolution Fund
<b>Project Name:</b>	VIVENT HOPWA
<b>Budget Type:</b>	<b>Focused Cost Reimbursement</b>
<b>Activity Name:</b>	HOPWA Services
<b>Federal Award ID (FAIN) #:</b>	COH22-F001
<b>Federal Award Date:</b>	11/4/2022
<b>Federal Awarding Agency:</b>	U.S. Housing and Urban Development (HUD)
<b>Pass-Through Entity</b>	City and County of Denver
<b>Awarding Official:</b>	U.S. Housing and Urban Development Community Planning and Development 1670 Broadway Street Denver CO 80202-4801
<b>Unique Entity ID:</b>	EM7PFJBH81E1
<b>CFDA#:</b>	14.241 HOPWA
<b>SAM.gov Expiration Date:</b>	April 25, 2024
<b>Contractor Address:</b>	648 N Plankinton AVE STE 200 Milwaukee, Wisconsin 53203-2928
<b>Organization Type:</b>	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. 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.
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.
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. Vivent will provide housing navigation as a form of supportive services to assist individuals with securing housing, gaining access to income and housing benefits offered by local, state, and federal governments, household budgeting, and securing other necessary household items.
  - b. Vivent will provide wraparound supportive services through the HIV Medical Home to housing clients, including medical, dental, and mental health care, pharmacy services, medical case management, legal services, transportation assistance, food pantry services, insurance enrollment and government benefits assistance.
  - c. Vivent's case managers will refer HOPWA clients to medical care provided by Registered Nurses at the Vivent Health Medical Center, co-located with housing services. The Registered Nurses funded by HOPWA will provide essential primary care to ensure that clients are able to maintain their health. Services include;

- i. medical education, virtual appointments, assessments of vitals, vaccinations, testing and treatment for sexually transmitted infections (STIs), follow-up calls between appointments, and referrals for additional specialty care not provided at the Vivent Health Medical Center.

**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 to landlord/property management company/utility company.
  - 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 Acquired Immune Deficiency Syndrome or a test that is seropositive for 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. Housing Specialist will create a housing plan with the participant that identifies barriers, goals, and outcomes. Case Managers and Housing Specialists assess any change in income that will require recalculation of participant assistance. Budgets should not be more than one-year old.



- 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.

**F. 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.

**H. 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.

**I. 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.

**J. 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://cdola.colorado.gov/office-of-rental-assistance/contractor-resources/schedules>
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].

**K. 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 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].

**L. PERMANENT HOUSING PLACEMENT:**

1. No more than one rental deposit payment not to exceed two months' rent per year per participant household with rents based on published Fair Market Rent (FMR) limits (see above).
2. Valid Colorado lease or letter of intent to rent or form.
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

**M. 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](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. FUNDS WILL BE USED TO**

HOPWA Funds in the amount of **\$1,070,136.00** will be used 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.

**VI. 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)	161	Percentage of households who remain stably housed 6 months after entering TBRA program	80%
Number of households to be served annually with TBRA	38	Percentage of households served with HOPWA program who access/adhere to primary care appointments	85%
Number of households to be served annually with STRMU	116		
Number of households to be served annually with PHP	7		
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/>

**VII. 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 15<sup>th</sup> 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 30
Quarterly Report for April 1 – June 30	July 31
Quarterly Report for July1 – Sept 30	Oct31
Quarterly Report for Oct1 – Dec 31	Jan 30
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 – 348  
Year 2023: 187  
Year 2024: 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
  - b. Total Contract spend to date, by budget category
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)

**VIII. 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.

**IX. 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 15<sup>th</sup> 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 Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (the “OMB Omni Circular”) applicable to the organization incurring the cost will be reimbursed.
6. The reimbursement request, or draw request, for personnel and non-personnel expenses should be submitted to the City on a monthly basis, no later than the 15<sup>th</sup> 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. Mileage: A detailed mileage log with destinations and starting and ending mileage must accompany mileage reimbursement. The total miles reimbursed and per mile rate must be stated. Documentation of mileage reimbursement to the respective employee must be included with the voucher request.
3. Cell Phone: If the monthly usage charge is exceeded in any month, an approval from the Executive Director or designee will be required.
4. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to HOST and reflected in the contract budget.
5. Service Period and Closeout: All reimbursed expenses must be incurred during the time period within the contract. The final payment request must be received by HOST within thirty (30) days after the end of the service period stated in the contract.

#### **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 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.

**X. Budget**

### Contract Program Budget Summary

**Contractor Name:** Vivent Health, Inc. **City Contract #:** HOST 202472421-01  
**Project :** HOPWA  
**Contract Term:** From: 1/1/2023 To: 12/31/2024  
**Program/Fiscal Year:** 2023-2024

Budget Category	Agency Total (All Funding Sources for Agency)	HOPWA 2023 HOST Funding	Homeless Resolution 2024 HOST Funding	Total Costs requested from HOST		Agency Total		Budget Narrative
	Total	Amount	Amount	Subtotal	%	Amount	%	
Housing Specialist	\$111,180	\$39,552	\$32,171	\$71,723	64.51%	\$111,180	100.00%	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.
Housing Specialist	\$106,100	\$24,720	\$32,171	\$56,891	53.62%	\$106,100	100.00%	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.
Housing Program Manager	\$138,720	\$10,043	\$10,043	\$20,086	14.48%	\$138,720	100.00%	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.
Director of Social Services	\$188,694	\$4,385	\$4,385	\$8,770	4.65%	\$188,694	100.00%	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.
Case Manager Supervisor	\$130,560	\$5,365	\$5,365	\$10,730	8.22%	\$130,560	100.00%	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.
Community Case Managers	\$306,912	\$5,658	\$15,961	\$21,619	7.04%	\$75,726	24.67%	Up to 4 Staff-Portion of 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.
Clinic Case Managers	\$274,163	\$26,264	\$15,961	\$42,225	15.40%	\$337,691	123.17%	Up to 4 Staff-Portion of 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.

Budget Category	Agency Total (All Funding Sources for Agency)	HOPWA 2023 HOST Funding	Homeless Resolution 2024 HOST Funding	Total Costs requested from HOST		Agency Total		Budget Narrative
Food Pantry Coordinator	\$90,888	\$2,196	\$0	\$2,196	2.42%	\$26,351	28.99%	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.
Nurses	\$301,907	\$11,321	\$0	\$11,321	3.75%	\$41,512	13.75%	Up to 2 Nurses-Portion of 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.
<b>Total Salary:</b>	<b>\$1,649,124</b>	<b>\$129,504</b>	<b>\$116,057</b>	<b>\$245,561</b>	<b>14.89%</b>	<b>\$675,254</b>	<b>40.95%</b>	
<b>Fringe Benefits</b>	<b>\$248,706</b>	<b>\$33,355</b>	<b>\$25,532</b>	<b>\$58,887</b>	<b>23.68%</b>	<b>\$128,460</b>	<b>51.65%</b>	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.
<b>Total Salary and Fringe Benefits:</b>	<b>\$1,897,831</b>	<b>\$162,859</b>	<b>\$141,589</b>	<b>\$304,448</b>	<b>16.04%</b>	<b>\$803,714</b>	<b>42.35%</b>	
<b>Other Direct Costs</b>	Total	Amount	Amount	Subtotal	%	Amount	%	
Tenant Based Rental Assistance (TBRA)	\$1,167,432	\$558,716	\$558,716	\$1,117,432	95.72%	\$1,117,432	95.72%	TBRA will be provided to 38 clients. The rate per client was determined through client income, standardized estimated utility costs, and fair market rent rates in the Denver area. This calculation led to a yearly cost per client of \$14,834.63, or \$1,236.22 per month.
Short term rental mortgage and utility assistance (STRMU)	\$664,720	\$332,360	\$289,822	\$622,182	93.60%	\$622,182	93.60%	STRMU will be provided to 116 clients at a calculated average of \$2,500 each per year.
Permanent Housing Placement (PHP)	\$20,000	\$35,000	\$10,000	\$45,000	225.00%	\$45,000	225.00%	PHP funds will be used for housing application fees, holding fees, and security deposits for people living with HIV moving into stable housing. PHP will be provided to 7 clients.
HOPWA Administrative Costs	\$152,450	\$76,225	\$0	\$76,225	50.00%	\$76,225	50.00%	HOPWA Administrative costs include general management, oversight, coordination, evaluation, trainings and reporting on eligible activities
<b>Total Other Direct Costs</b>	<b>2,004,602</b>	<b>\$1,002,301</b>	<b>\$858,538</b>	<b>\$1,860,839</b>	<b>92.83%</b>	<b>\$1,860,839</b>	<b>92.83%</b>	
<b>Total Salaries, Fringe and Other Direct Costs</b>	<b>\$ 3,902,432.50</b>	<b>\$ 1,165,160.00</b>	<b>\$ 1,000,127.00</b>	<b>\$ 2,165,287.00</b>	<b>55.49%</b>	<b>2,664,553</b>	<b>68.28%</b>	
<b>Indirect Costs</b>								
Indirect Costs	\$0	\$0	\$70,009	\$70,009	0.00%	\$70,009	0.00%	Indirect calculated at 7% on Salaries, Fringe and Other Direct Costs
<b>Grand Total</b>	<b>\$3,902,433</b>	<b>\$1,165,160</b>	<b>\$1,070,136</b>	<b>\$2,235,296</b>	<b>57.28%</b>	<b>\$1,165,160</b>	<b>29.86%</b>	