

Housing Opportunities for Persons With AIDS (CFDA #14.241)

Grant Number: COH17F-001

Grantee Name: City & County Of Denver  
201 W Colfax Ave Dept 204/7<sup>th</sup> Floor  
Denver, CO 80202-5330

Grantee's Unique Entity Identifier (i.e., DUNS Number): 034108758  
Official Contact Person: Amy Mueller Edinger, Chief Operating Officer  
Telephone Number: 303-345-4632  
FAX Number:  
Email Address: Amy.Edinger@Denvergov.org  
Tax ID Number: 846000580  
Unit of Government ID Number: 080390

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS  
PERFORMANCE GRANT AGREEMENT FOR FISCAL YEAR 2017**

This Performance Grant Agreement ("Agreement") is made and entered into by and between the U. S. Department of Housing and Urban Development ("HUD") and "City & County Of Denver" ("Grantee"), pursuant to the AIDS Housing Opportunity Act, Pub. L. 101-625, Title VIII, Subtitle D, as amended, codified at 42 U.S.C. §§ 12901-12912, ("Act"), and regulations for the Housing Opportunities for Persons With AIDS ("HOPWA") program at 24 CFR part 574 ("Regulations").

In reliance upon and in consideration of the mutual representations and obligations hereunder, HUD and the Grantee agree as follows:

**ARTICLE I. Grant Amount.**

The Grantee has applied for, and HUD has approved, a HOPWA formula grant consistent with the Act and Regulations. Subject to the terms and conditions of this Agreement, HUD agrees to provide a HOPWA formula grant ("Grant") to the Grantee in the amount of \$1,780,690.00 ("Grant Funds").

**ARTICLE II. Eligible Use of Grant Funds.**

Grant Funds shall only be used to carry out eligible activities set forth in the Act and Regulations, and as provided in the Grantee's Consolidated Plan/Action Plan prepared and submitted in accordance with 24 CFR part 91 (hereinafter, "Approved Application"), as applicable to the HOPWA program.

**ARTICLE III. Compliance with Program Requirements.**

The Grantee shall comply with all HOPWA program requirements, as they may be amended from time to time. Such requirements consist of the Act, Regulations, and other applicable program requirements, including 2 CFR part 200 ("Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"); Section 3 of the Housing and Urban Development Act of 1968 and 24 CFR part 135 ("Economic Opportunities for Low- and Very Low-Income Persons"); 31 U.S.C. 1352 and 24 CFR part 87 ("New Restrictions on Lobbying"); and the Federal Funding Accountability and Transparency Act of 2006 (Transparency Act), Pub. L. 109-282, as amended, and Appendix A to 2 CFR part 170 ("Reporting Subaward and Executive Compensation Information").

#### **ARTICLE IV. Incorporation of Approved Application.**

The Grantee's Approved Application and any certifications, assurances, information and documentation required to meet award conditions are hereby incorporated into this Agreement.

#### **ARTICLE V. Subawards.**

The Grantee shall comply with 2 CFR 200.331, when making a subaward, which includes an award of Grant Funds to an eligible nonprofit organization or housing agency of a State or unit of general local government ("Project Sponsor"). The Grantee shall provide a Project Sponsor with information on all requirements to which the Project Sponsor is subject so that the subaward is used in accordance with the Act, Regulations, other program requirements, the Approved Application, and the terms and conditions of this Agreement.

#### **ARTICLE VI. Financial Management, Release, Expenditure of Grant Funds, and Drawdowns.**

A. The Grantee shall comply with the environmental procedures and standards at 24 CFR 574.510.

B. The Grantee shall draw down Grant Funds not less than quarterly. The Grantee shall make timely payments to each Project Sponsor upon request, provided the requesting Project Sponsor is in compliance with program requirements. A request by the Grantee to draw down Grant Funds under any payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with the terms and conditions of this Agreement.

C. The Grantee shall comply with HUD instructions regarding use of and reporting in the Integrated Disbursement and Information System (IDIS) or its successor.

#### **ARTICLE VII. Allowability of Pre-award Costs.**

Pre-award costs may not be incurred except in accordance with 2 CFR 200.458, including the requirement that the Grantee obtain HUD's written approval.

#### **ARTICLE VIII. Amendments.**



A. This constitutes the entire agreement between HUD and the Grantee. This Agreement may not be amended except in a writing executed by authorized officials of HUD and the Grantee. When requesting an amendment to this Agreement, the Grantee shall submit a letter of request to the HUD Field Office at the address set forth in this Agreement and attach the proposed amendment(s) to the applicable page(s) of this Agreement. The effective date of any amendment to this Agreement shall be the date that HUD approves the amendment.

B. Amendments to the Grantee's Consolidated Plan shall comply with 24 CFR 91.505.

#### **ARTICLE IX. Performance.**

The Grantee shall:

A. Carry out eligible activities under the Grant and use Grant Funds in accordance with the Act, Regulations, other program requirements, the Approved Application, and the terms and conditions of this Agreement;

B. Obtain and ensure that any Project Sponsor agrees to obtain a certificate of completion of the Getting to Work training curriculum by at least one of its employees every three years;

C. Obtain and ensure that any Project Sponsor agrees to obtain a certificate of completion of the HOPWA Oversight training curriculum by at least one of its employees every three years;

D. Obtain and ensure that any Project Sponsor agrees to obtain a certificate of completion of the CPD Financial Management Curriculum by at least one of its employees every three years;

E. If Grantee is a State, obtain a certification of approval consistent with 24 CFR 574.420(b) from all affected units of general local government in which Grantee plans to locate a project site, such as a community residence, supportive housing facility, or main sponsor office to be used for managing and dispensing housing assistance under any award of HOPWA funds to a new Project Sponsor. The certification is mandatory and must be approved before the contract with the Project Sponsor is executed;

F. Conduct an ongoing assessment of the housing assistance and supportive services required by participants as identified in Individual Housing and Service Plans, including an annual assessment of their housing situation, a reevaluation of the appropriateness of rental subsidies or other support, and a report on annual results of program activities under the HOPWA client outcome goals for achieving stable housing, reducing risks of homelessness and improving access to healthcare and other support;

G. Assure the adequate provision of supportive services to program participants, provided, however, that Grant Funds shall not be utilized for healthcare and related drug

assistance to the extent that payment has been made, or can reasonably be expected to be made, under any State compensation program, under an insurance policy, under any Federal or State health benefits program, or by an entity that provides health services on a prepaid basis;

H. Record a Declaration of Restrictive Covenant in accordance with state and local law with respect to any building or structure assisted with Grant Funds that incorporates the relevant minimum use period in 24 CFR 574.310(c) and obligates the Grantee or Project Sponsor, and its successors and assigns, to operate and maintain the building or structure in accordance with the Act, the Regulations and the terms and conditions of this Agreement;

I. Comply with 2 CFR 200.311 and any disposition instructions that HUD may provide to the Grantee;

J. Comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (Dun and Bradstreet DUNS Number) and the System for Award Management (SAM) database, including Appendix A to 2 CFR part 25;

K. Commit program income to the Grant in accordance with the addition method as provided in 2 CFR 200.307(e)(2); and

L. Comply with such other terms and conditions as HUD may establish for purposes of carrying out the program in an effective and efficient manner.

**ARTICLE X. Indirect Cost Rate.**

If Grant Funds will be used to pay indirect costs pursuant to 2 CFR part 200, Subpart E, Grantee shall attach a schedule in the format set forth below to the executed Agreement that is returned to HUD. The schedule shall identify each department/agency that will carry out activities with the Grant Funds, the indirect cost rate applicable to each department/agency (including if the de minimis rate is charged per 2 CFR 200.414), and the direct cost base to which the rate will be applied. Grantee shall not include indirect cost rates for Project Sponsors.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
<u>OED</u>	<u>16 %</u>	<u>MTDC</u>
<u>_____</u>	<u>_____ %</u>	<u>_____</u>
<u>_____</u>	<u>_____ %</u>	<u>_____</u>

**ARTICLE XI. Records.**

The Grantee shall maintain all programmatic records, including, but not limited to, the Approved Application, amendments to the Approved Application, voucher requests, deposit and expenditure receipts, participant and activity eligibility records, certifications from affected units of government, and any other documents required under this Grant, in its files for a period of not



less than four years in accordance with 24 CFR 574.530. The Grantee shall retain records for a longer period of time when any of the exceptions in 2 CFR 200.333 apply. In the case of participant eligibility records, the Grantee shall update records no less than annually. Upon reasonable notice, the Grantee shall make records available for audit or inspection by authorized representatives of HUD.

#### **ARTICLE XII. Reporting.**

A. The Grantee shall submit a Consolidated Annual Performance and Evaluation Report ("CAPER") in accordance with 24 CFR part 91, within 90 days after the close of each program year.

B. Grantees that use homelessness or chronic homelessness in their program design as primary criteria for eligibility must use a Homeless Management Information System (HMIS) to track the services for their homeless clientele. These local data systems must maintain client confidentiality by using a closed system in which medical information and HIV status are not shared with providers that do not have direct involvement in the client's case management, treatment, and care in line with the signed release of information from the client.

C. Grantee agrees to comply with the award term and condition for reporting of matters related to recipient integrity and performance at Appendix XII to 2 CFR part 200.

#### **ARTICLE XIII. Research and Development.**

This Grant is not for research and development (R&D), as defined at 2 CFR 200.87.

#### **ARTICLE XIV. Contact Information.**

A. HUD notifications to the Grantee under this Agreement shall be sent to the address set forth in the Approved Application, unless the Grantee otherwise notifies HUD in writing.

B. Grantee notifications, including notices of amendments to the Grantee's Consolidated Plan and requests for amendments to this Agreement, shall be addressed to the appropriate HUD Field Office.

#### **ARTICLE XV. Default.**

A default shall occur when the Grantee fails to comply with the Act, Regulations, any other program requirement, or any other terms and conditions of this Agreement. In the event of a default, HUD may take one or more of the actions provided in 2 CFR 200.338 after providing the Grantee with an opportunity for informal consultation in accordance with 24 CFR 574.500(c).

Nothing in this Article shall limit any remedies otherwise available to HUD in the case of a default by the Grantee. No delay or omissions by HUD in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver

or acquiescence in any Grantee default.

**ARTICLE XVI. Termination.**

The Grant may be terminated in accordance with 2 CFR 200.339, including for convenience when HUD and the Grantee agree that continuation of the award would not produce beneficial results.

**ARTICLE XVII. Award Date and Period of Performance.**

- A. The Federal award date of the Grant Funds that HUD agrees to provide through this Agreement is the date of execution of this Agreement on behalf of the Secretary of Housing and Urban Development.
- B. The period of performance begins on the date that this Agreement is executed by both parties and ends three years thereafter.

**IN WITNESS WHEREOF**, the undersigned, as authorized officials on behalf of HUD and the Grantee, have executed this Agreement, which shall be effective as of the date of execution hereof on behalf the Secretary:

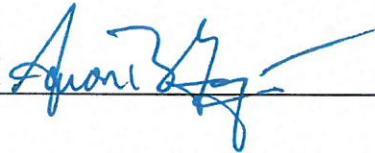
**On behalf of the Secretary of Housing and Urban Development:**

Name: Aaron Gagné

Title: CPD Director

Signature:

Date: September 12, 2017

X  \_\_\_\_\_

**On behalf of [INSERT GRANTEE NAME]:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature:

Date: \_\_\_\_\_

X \_\_\_\_\_

**Contract Control Number:**

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:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:**

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

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

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

**ATTEST: [if required]**

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

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

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

