

**SUBAWARD AGREEMENT  
EMERGENCY RENTAL ASSISTANCE - AMERICAN RESCUE PLAN ACT OF 2021**

**THIS SUBAWARD AGREEMENT** (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **THE COMMUNITY FIRM**, a Colorado nonprofit, whose address is 410 Acoma Street, #311, Denver, CO 80204 (the “Subrecipient”), individually a “Party” and jointly the “Parties.”

**RECITALS**

**WHEREAS**, the City has been allocated funds under the Emergency Rental Assistance program, established by Section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (the “Program” or “ERA2”) by the United States Department of the Treasury (CFDA # 21.023), to be used for the delivery of emergency rental assistance, utility assistance, and housing stability services to eligible households experiencing financial hardship during the novel coronavirus pandemic; and

**WHEREAS**, the Subrecipient agrees that awarded funds may be used for direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other approved expenses related to housing. Remaining funds are available for housing stability services, including case management and other services intended to keep households stably housed.

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

1. **COORDINATION AND LIAISON**: The Subrecipient shall fully coordinate all services under the Agreement with the Executive Director (“Director”) of the Department of Housing Stability (“Agency” or “HOST”) or the Director’s designee.
2. **GRANT AWARD**: This Agreement is funded by, subject to, and entered into pursuant to the authority provided by the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) (along with all rules and regulations promulgated thereunder, “ARPA”), and is subject to the applicable annual appropriations act; the Emergency Rental Assistance program, as now in effect and as may be amended; and all applicable federal laws, regulations, and policies, and any special conditions attached hereto as exhibits to this Agreement. The Subrecipient agrees that it shall be bound by the terms and conditions of the grant agreement and award from the United States Department of the Treasury to the City, attached hereto and incorporated herein as **Exhibit C**, and such other rules, regulations, or requirements as the United States Department of the Treasury, or any other federal or state entity that may legally exercise its jurisdiction over the awarded funds, may reasonably impose. The Subrecipient acknowledges and agrees that this Agreement is contingent upon an allocation and receipt of ERA2 funds from United States Department of the Treasury, and the authorization given to the City to use a portion of its allocation in the amount set forth in this Agreement to reimburse the Subrecipient for the provision of its services under this Agreement. The Subrecipient’s failure to perform, as required, may, in addition to other remedies set forth in this Agreement, result in readjustment of the amount of funds the City is otherwise obligated to pay to the Subrecipient pursuant to the terms hereof.
3. **SERVICES TO BE PERFORMED**: As the Director directs, the Subrecipient shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A**, Scope of Work, to the City’s satisfaction. The Subrecipient is ready, willing, and able to provide the services required by this Agreement. The Subrecipient shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement. The Subrecipient agrees to follow the City’s referral

policies, including adherence to rules addressing services to clients who are denied due to ineligibility. All records, data, specifications, and documentation prepared by the Subrecipient under this Agreement, when delivered to and accepted by the Director, shall become the property of the City.

4. **TERM:** The Agreement will commence on March 1, 2022, and will expire, unless sooner terminated, on July 31, 2023 (the “Term”). Subject to the Director’s prior written authorization, the Subrecipient shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.

5. **COMPENSATION AND PAYMENT**

5.1. **Budget:** The City shall pay, and the Subrecipient shall accept as the sole compensation for services rendered and costs incurred and paid under the Agreement payment not to exceed the line budget amounts set forth in **Exhibit A**. The Subrecipient certifies the budget line items in **Exhibit A** contain reasonable allowable direct costs and allocable indirect costs in accordance with 2 C.F.R. 200, Subpart E. The City shall not allow claims for services furnished by the Subrecipient that are not specifically authorized by this Agreement.

5.2. **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All the Subrecipient’s expenses are contained in the budget in **Exhibit A**. The City is not obligated to pay the Subrecipient for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Subrecipient in performing services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.

5.3. **Invoicing:** The Subrecipient shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought as well as other supporting documentation required by the City. The City’s Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. Funds will be disbursed in appropriate monthly increments, upon receipt and approval of Subrecipient’s monthly invoices and any City required budget documents or reports. The Subrecipient’s invoices will include all appropriate supporting documentation that may be pertinent to the services performed or expenses incurred and paid under this Agreement. The Subrecipient’s invoices must identify costs and expenses incurred and paid in accordance with the budget contained in **Exhibit A**. Funds payable by the City hereunder shall be distributed to the Subrecipient on a reimbursement basis only for work performed and expenses incurred and paid during the prior month. Invoices submitted for payment must be received by the Agency as detailed in the attached **Exhibit A** or as directed. Invoices submitted for services rendered that are submitted after such deadline are untimely and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission.

5.4. **Timesheets:** If applicable, timesheets must reflect the amount of time, in hours and tenths of hours, attributable to each activity performed under this Agreement. The Subrecipient must not allocate costs billed to this Agreement to another federal award unless the City notifies the Subrecipient in writing that that the City has shifted costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the terms and conditions of an applicable federal award. Each invoice requesting payment under this Agreement will contain all necessary attestations as directed by the City.

5.5. **Maximum Contract Amount**

5.5.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Nine Million Seven Hundred Thousand Dollars (\$9,700,000.00) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the

Subrecipient beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** or performed outside the Term are performed at the Subrecipient's risk and without authorization under the Agreement.

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

**5.6. American Rescue Plan Funds:** The Subrecipient agrees and acknowledges that some or all of the funds encumbered by the City to pay for the services described herein have been provided in accordance with Section 603(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021). The Parties acknowledge that all funding from ARPA (collectively, "ARPA Funds") may only be used to cover eligible costs incurred by the City during approved periods of performance. The Subrecipient shall only utilize ARPA Funds for the purposes described in **Exhibit A**. All invoices submitted by the Subrecipient to the City pursuant to this Agreement shall use "COVID-19" or "Coronavirus" as a descriptor for those costs that are paid by ARPA Funds to facilitate the tracking of Agreement-related spending related to COVID-19 if directed by the City. The Subrecipient shall segregate and specifically identify the time and expenditures billed to the City on each invoice to allow for future review and analysis of COVID-19 related expenses if directed by the City. To avoid an unlawful duplication of federal benefits, the Parties agree and acknowledge that the services and/or goods provided by the Subrecipient for which ARPA Funds are used shall not, to the extent that ARPA Funds are used, also be paid for or reimbursed by monies provided under any other federal program. To the extent that the Subrecipient's services hereunder contemplate the spending of ARPA Funds, the Subrecipient shall provide to the City information responsive to mandatory performance measures, including programmatic data sufficient to conduct oversight as well as understand aggregate program outcomes. Further, in providing the ARPA-required information to the City, to the extent possible, the Subrecipient shall provide this programmatic data related to such services disaggregated by race, ethnicity, gender, income, and other relevant demographic factors as may be determined by the City. The Subrecipient shall insert the foregoing requirement into all subcontracts related to this Agreement, thereby obligating all subcontractors to the same reporting requirement as the Subrecipient.

## **6. PROGRAM RESTRICTIONS**

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

**6.2. Recovery of Incorrect Payments:** If, because of any audit or program review relating to the performance of the Subrecipient or its officers, agents or employees under this Agreement, there are any irregularities or deficiencies in any audit or review, then the Subrecipient will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated

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

- 6.3. Matching Funds:** As may be required by federal, state, or local law, the Subrecipient shall provide eligible matching funds or in-kind contributions as provided in **Exhibit A**. Prior to using federal funds as a source of matching funds, the Subrecipient shall require approval from the City and the applicable awarding agency. The Subrecipient shall report in writing to the City all contributions to be applied toward any non-federal match required under this Agreement ("Match Report(s)"). Match Reports shall be submitted every four (4) months from the Term start date and attached to that month's invoice. The Subrecipient shall be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City and provide documentation that supports the match consistent with the federal guidelines found in 24 C.F.R. 578, *et seq.* Such contributions shall be recorded on a Match Report and submitted to the City and shall be available along with back up documentation for review at the request of the City. Match Reports shall list all contributions provided by the Subrecipient toward the match requirement and shall list the total amount of contributions made as of the date of the Match Report. The City reserves the right to withhold, adjust and/or reallocate final payments under this Agreement if it determines that the required match is not being met to the City's satisfaction or the current spending is inconsistent with amounts of non-federal match contributions. The Subrecipient's Match Report shall be certified to be correct by an authorized representative of the Subrecipient and shall reference the Agreement number as designated below on the City's signature page.
- 6.4. Closeout Procedures:** The Subrecipient shall comply with all contract closeout procedures directed by the City under this Agreement for final reimbursement, including but not limited to final review of payments, invoices, referrals, and required reporting documents, including close-out signature. To complete closeout, the Subrecipient shall timely provide the City with all deliverables, including documentation, and the Subrecipient final reimbursement request or invoice.
- 6.5. Client Records:** The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of the applicable award or this Agreement is prohibited except upon written consent of the client, their attorney, or guardian.
- 6.6. Pass-Through Provisions Required:** If the Subrecipient enters into any subcontracts or subgrants with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, the Subrecipient shall include provisions in its subcontracts regarding the federal and state laws identified or referenced in this Agreement. The Subrecipient retains full responsibility for complying with the terms of this Agreement, whether the services are provided directly or by a third party, and for including all relevant terms in its subcontracts.
- 6.7. Grievance Policy:** The Parties desire to ensure that clients are being adequately informed over pending actions concerning their continued participation in the program or activity provided by the Subrecipient. Also, clients must be allowed adequate opportunity to communicate dissatisfaction with the facilities or services offered by the Subrecipient. To satisfy this

requirement, the Subrecipient agrees to provide a written “Grievance Policy” as a mechanism to provide opportunities for the City and its clients to meaningfully communicate problems, dissatisfaction, and concerns and to establish procedures for resolution of grievances. The policy must be communicated to clients upon their initial receipt of services. The Subrecipient agrees that a formal “Grievance Policy” will be adopted by its governing body and submitted to the Director for approval at the City’s discretion on or before the commencement of the term of this Agreement. Failure to provide an acceptable Grievance Policy shall constitute a material breach of this Agreement.

**6.8. Obligations Pursuant to The Applicant Verification Statute:** This Agreement is subject to C.R.S. § 24-76.5-101 and any rules adopted pursuant thereto (together the “Applicant Verification Statute”). As required by law, the Parties will cooperate to verify the lawful presence in the United States, of each natural person eighteen (18) years of age or older (the “Applicant”), who applies for federal, state or local public benefits conferred pursuant to this Agreement. This section shall be enforced without regard to race, religion, gender, ethnicity, or national origin. Verification of lawful presence in the United States is not required for any purpose for which lawful presence in the United States is not required by law, ordinance, or rule. Any expenditure by the Subrecipient in violation of the Applicant Verification Statute, or any related federal or state laws, rules, or regulations are unauthorized expenditures subject to reimbursement.

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

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

**7. EXAMINATION OF RECORDS AND AUDITS:** The Subrecipient shall maintain records of the documentation supporting the use of ARPA Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City, including the City Auditor or his or her representative, and for ARPA Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery (“Inspector General”) have the right to access, and the right to examine, copy and retain copies, at the official’s election in paper or electronic form, any pertinent books, documents,

papers and records related to the Subrecipient's use of ARPA Funds pursuant to this Agreement. The Subrecipient shall cooperate with Federal and City representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of the use of ARPA Funds, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this section shall require the Subrecipient to make disclosures in violation of state or federal privacy laws. The Subrecipient shall at all times comply with D.R.M.C. 20-276.

- 8. REPORTS:** The Subrecipient shall provide the Agency with the reports described in **Exhibit A** in such a format as may be designated by the City. Reports may be submitted electronically by disk or e-mail, followed by hard copy transmittal. In addition, the Subrecipient shall disclose, in a timely manner, in writing to the City and the federal or state awarding agency, all violations of federal or state criminal law involving fraud, bribery, or gratuity violations potentially affecting the applicable award. The City, the State of Colorado, or any relevant federal agency may impose penalties for noncompliance allowed under 2 C.F.R. Part 180, 2 C.F.R. § 200.338, and 31 U.S.C. 3321, which may include, without limitation, suspension, or debarment.
- 9. PERFORMANCE MONITORING/INSPECTION:** The Subrecipient shall permit the Director to monitor and review the Subrecipient's performance under this Agreement. The Subrecipient shall make available to the City for inspection all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hard copy or electronic format, used in the performance of any of the services required hereunder or relating to any matter covered by this Agreement to coordinate the performance of services by the Subrecipient in accordance with the terms of this Agreement. All such monitoring and inspection shall be performed in a manner that will not unduly interfere with the services to be provided under this Agreement. The Subrecipient agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of the City, the Subrecipient's record keeping practices and/or reporting to the City are not conducted in a timely and satisfactory manner, the City may withhold part or all payments under this Agreement until such deficiencies have been remedied. In the event of a withheld payment, the City agrees to notify the Subrecipient of the deficiencies that must be corrected to bring about the release of the withheld payment.
- 10. STATUS OF SUBRECIPIENT:** The Subrecipient, as defined in 2 C.F.R. Part 200, *et seq.*, is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Subrecipient nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. Any reference in this Agreement to "subcontractors" shall also mean subgrantees or third parties performing hereunder.
- 11. TERMINATION**
- 11.1.** The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon ten (10) days prior written notice to the Subrecipient. However, nothing gives the Subrecipient the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Director.
- 11.2.** Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Subrecipient or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the

Subrecipient's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

- 11.3. The City is entering into this Agreement to serve the public interest. If this Agreement ceases to further the City's public interest, the City, in its sole discretion, may terminate this Agreement, in whole or in part, for convenience by giving written notice to the Subrecipient.
- 11.4. Upon termination of the Agreement, with or without cause, the Subrecipient shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.
- 11.5. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools, and facilities it owns that are in the Subrecipient's possession, custody, or control by whatever method the City deems expedient. The Subrecipient shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Subrecipient shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."
- 11.6. If the funding agreement between the City and the applicable state or federal funding entity is terminated for any reason, the total amount of compensation to be paid to the Subrecipient under this Agreement shall be reduced effective as of the date of termination of the funding agreement.

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

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

from obtaining similar services.

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

**14. INSURANCE**

**14.1. General Conditions:** The Subrecipient agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Subrecipient shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices Section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Subrecipient shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices Section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Subrecipient shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Subrecipient. The Subrecipient shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**14.2. Proof of Insurance:** The Subrecipient may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Subrecipient certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Subrecipient's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

**14.3. Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Subrecipient and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.

**14.4. Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability – if required, the Subrecipient's insurer shall waive subrogation rights against the City.

**14.5. Subcontractors and Subconsultants:** The Subrecipient shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage

as approved by the Subrecipient and appropriate to their respective primary business risks considering the nature and scope of services provided.

**14.6. Workers' Compensation and Employer's Liability Insurance:** The Subrecipient shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

**14.7. Commercial General Liability:** The Subrecipient shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation, or misconduct.

**14.8. Automobile Liability:** The Subrecipient shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.

## **15. DEFENSE AND INDEMNIFICATION**

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

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

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

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

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

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

**17. TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Subrecipient shall

promptly pay when due, all taxes, bills, debts, and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment, or execution to be filed against City property.

- 18. ASSIGNMENT; SUBCONTRACTING:** The Subrecipient shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Subrecipient shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor, or assign.
- 19. INUREMENT:** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
- 20. NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Subrecipient receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
- 21. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Subrecipient lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.
- 22. SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.
- 23. CONFLICT OF INTEREST**
- 23.1.** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Subrecipient shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq.*, or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.
- 23.2.** The Subrecipient shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Subrecipient represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Subrecipient by placing the Subrecipient's own interests, or the interests of any party with whom the Subrecipient has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Subrecipient written notice describing the conflict.
- 24. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the Subrecipient at the address aforementioned and to the City at the addresses below:

Executive Director, Department of Housing Stability

201 W. Colfax Ave., 6th Floor  
Denver, CO 80202

With a copy to:

Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

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

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

**25.1.** This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

**25.2.** The Subrecipient certifies that:

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

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

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

**25.2.4.** It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

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

**25.2.6.** It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

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

of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Subrecipient from submitting bids or proposals for future contracts with the City.

- 26. DISPUTES:** All disputes between the City and the Subrecipient arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.
- 27. GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).
- 28. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Subrecipient may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Subrecipient shall insert the foregoing provision in all subcontracts.
- 29. NO DISCRIMINATION IN PROGRAM ASSISTANCE:** In connection with the performance of work under the Agreement, the Subrecipient may not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of race, color, religion, national origin, ancestry, gender, age, military status, sexual orientation, gender identity or gender expression, marital or domestic partner status, political beliefs or affiliation, familial or parental status—including pregnancy, medical condition, military service, protective hairstyle, genetic information, or disability. The Subrecipient shall insert the foregoing provision in all subcontracts.
- 30. LIMITED ENGLISH PROFICIENCY:** Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, states national origin discrimination includes discrimination based on limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Subrecipient must reasonably ensure that LEP persons have meaningful access to its programs, services, and activities. The Subrecipient shall not charge program participants for the use of an oral or written translator or interpretation services. The Subrecipient shall comply with the City's requirements concerning the provision of interpreter services under this Agreement.
- 31. FAITH BASED ORGANIZATIONS AND SECTARIAN ACTIVITIES:** The Subrecipient shall not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this Agreement.
- 32. COMPLIANCE WITH ALL LAWS:** The Subrecipient shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver. These laws, regulations, and other authorities are incorporated by reference herein to the extent that they are applicable and required by law to be so incorporated.
- 33. STATUTES, REGULATIONS, AND OTHER AUTHORITY:** Reference to any statute, rule, regulation, policy, executive order, or other authority means such authority as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effect, including rules and regulations promulgated thereunder, and reference to any section or other provision of any authority means that provision of such authority in effect and constituting the substantive amendment, modification,

codification, replacement, or reenactment of such section or other provision, in each case except to the extent that this would increase or alter the Parties respective liabilities under this Agreement. It shall be the Subrecipient's responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement and to maintain its compliance therewith.

- 34. LEGAL AUTHORITY:** The Subrecipient represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of the Subrecipient represents and warrants that he has been fully authorized by the Subrecipient to execute the Agreement on behalf of the Subrecipient and to validly and legally bind the Subrecipient to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either the Subrecipient or the person signing the Agreement to enter into the Agreement.
- 35. LICENSES, PERMITS, AND OTHER AUTHORIZATIONS:** The Subrecipient shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.
- 36. PROHIBITED TERMS:** Any term or condition that requires the City to indemnify or hold the Subrecipient harmless; requires the City to agree to binding arbitration; requires the City to obtain certain insurance coverage; limits the Subrecipient's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be *void ab initio*. Any agreement containing a prohibited term shall otherwise be enforceable as if it did not contain such term or condition, and all agreements entered into by the City, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.
- 37. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.
- 38. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls—except for certain federal and state terms and conditions.
- 39. INTELLECTUAL PROPERTY RIGHTS:** The City and the Subrecipient intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Subrecipient and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Subrecipient shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Subrecipient (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The Parties agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of the Subrecipient made available, directly or indirectly, by

the Subrecipient to the City as part of the Scope of Services (collectively, “Subrecipient Materials”), are the exclusive property of the Subrecipient or the third parties from whom the Subrecipient has secured the rights to use such product. Subrecipient Materials, processes, methods, and services shall at all times remain the property of the Subrecipient; however, the Subrecipient hereby grants to the City a nonexclusive, royalty free, perpetual, and irrevocable license to use Subrecipient Materials. The Subrecipient shall mark or identify all such Subrecipient Materials to the City. The Subrecipient acknowledges that pursuant to law, the federal or state government may reserve ownership or a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted under this Agreement.

- 40. SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Subrecipient’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
- 41. ADVERTISING AND PUBLIC DISCLOSURE:** The Subrecipient shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Subrecipient’s advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Subrecipient shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.
- 42. CONFIDENTIAL INFORMATION**
- 42.1.** “Confidential Information” means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a “Disclosing Party”) or permit the other Party (the “Receiving Party”) access to the Disclosing Party’s Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.
- 42.2.** The Subrecipient shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information (“Regulated Data”) in accordance with all applicable laws, rules, policies, publications, and guidelines. If the Subrecipient receives Regulated Data outside the scope of the Agreement, it shall promptly notify the City.
- 42.3.** Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a

matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

**42.4.** Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to the City for disclosure of confidential materials, the City shall advise the Subrecipient of such request in order to give the Subrecipient the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Subrecipient objects to disclosure of any of its material, the Subrecipient shall identify to the City the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Subrecipient agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Subrecipient further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Subrecipient’s intervention to protect and assert its claim of privilege against disclosure under this Article, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

- 43. DATA PROTECTION:** The Subrecipient shall comply with all applicable international, federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Subrecipient under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data’s classification relevant to the Subrecipient’s performance hereunder. The Subrecipient shall maintain security procedures and practices consistent with §§ 24-73-101 *et seq.*, C.R.S., and shall ensure that all regulated or protected data, provided under this Agreement and in the possession of the Subrecipient or any subcontractor, is protected and safeguarded, in a manner and form acceptable to the City and in accordance with the terms of this Agreement, including, without limitation, the use of appropriate technology, security practices, encryption, intrusion detection, and audits.
- 44. TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- 45. PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.
- 46. CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.
- 47. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous, or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

- 48. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Subrecipient shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.
- 49. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Subrecipient consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
- 50. ATTACHED EXHIBITS INCORPORATED:** The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work; **Exhibit B**, Certificate of Insurance; **Exhibit C**, Federal Award; **Exhibit D**, Federal Terms; **Exhibit E**, Reallocation Guidance; **Exhibit F**, Emergency Rental Assistance Frequently Asked Questions; **Exhibit G**, H. R. 1319-51.

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**Contract Control Number:** HOST-202262616-00  
**Contractor Name:** THE COMMUNITY FIRM

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-202262616-00  
THE COMMUNITY FIRM

By:  \_\_\_\_\_  
8C19469CB576404...

Name: Zachary Neumann  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

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

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

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

**Exhibit A****SCOPE OF WORK****DEPARTMENT OF HOUSING STABILITY****THE COMMUNITY FIRM****HOST- 202262616****I. INTRODUCTION**

**Period of Performance Start and End Dates:** March 1, 2022 – July 31, 2023

**Project Description:**

The purpose of this agreement is to provide a subaward from the Department of Housing Stability (HOST) to The Community Firm in the amount of \$ 9,700,000. The funds will be utilized for The Community Firm Emergency Rental Assistance Program.

The Community Firm will provide financial assistance and housing stability services for approximately 1,400 eligible households in congruence with the U.S. Department of Treasury requirements.

<b>Funding Source:</b>	<b>U.S. Department of Treasury Emergency Rental Assistance Funds</b>
<b>Project Name:</b>	<b>The Community Firm Emergency Rental Assistance Program</b>
<b>Activity Name:</b>	<b>Emergency Rental Assistance</b>
<b>Federal Award ID (FAIN) #:</b>	<b>ERA0068</b>
<b>Federal Award Date:</b>	<b>05/21/2021</b>
<b>Federal Awarding Agency:</b>	<b>U.S. Department of Treasury</b>
<b>Pass-Through Entity:</b>	<b>City and County of Denver</b>
<b>Awarding Official:</b>	<b>U.S. Department of Treasury</b>
<b>DUNS#:</b>	<b>085095242</b>
<b>CFDA#:</b>	<b>21.023 Emergency Rental Assistance Program</b>
<b>Central Subrecipient Registration Expiration Date:</b>	<b>Feb. 17, 2023</b>
<b>SAM.gov Expiration Date:</b>	<b>Feb. 17, 2023</b>
<b>Subrecipient Address:</b>	<b>410 Acoma St., #311, Denver, CO 80204</b>
<b>Organization Type:</b>	<b>Non-Profit</b>

**II. SERVICES DESCRIPTION**

- A. List of Services to be provided by Subrecipient
1. The Community Firm will provide housing stability services and financial assistance to eligible households. Financial assistance may include rent,

rental arrears, utilities and home energy costs, and utilities and home energy costs arrears. The Community Firm may also provide “other expenses” “related to housing” even if not incurred due to the COVID-19 outbreak as defined in the program guidelines.

2. All services arising under this contract will be in adherence to the requirements set in the Emergency Rental Assistance (“ERA”) program from the United States Department of the Treasury, pursuant to Section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2.

### **III. ROLES AND RESPONSIBILITIES FOR BOTH PARTIES**

A. Subrecipient will:

1. Work with City to host any city-designated sensitivity training on an annual basis.
2. Provide any online modular sensitivity training developed and provided by the City to all new direct-service staff within 15 days of hire date. Ensure direct-service staff complete training refresher on a biennial basis.

B. The City will:

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

### **IV. EQUITY ACCESS AND OUTCOMES**

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

### **V. FUNDS WILL BE USED FOR**

- A. In accordance with the requirements of the Emergency Rental Assistance (“ERA”) program from the United States Department of the Treasury, pursuant to Section

3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117, provide financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing, to “eligible households” as defined below. Program guidelines will further detail the policies and procedures in administering these funds and follow the requirements established by the United States Department of the Treasury as outlined below.

B. Eligibility

1. An “eligible household” is defined as a renter household in which at least one or more individuals meets the following criteria:
  - a. has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus pandemic;
  - b. can demonstrate a risk of experiencing homelessness or housing instability; and
  - c. the household is a low-income family (as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b))).
2. Rental assistance provided to an eligible household should not be duplicative of any other federally funded rental assistance provided to such household.
3. Eligible households that include an individual who has been unemployed for the 90 days prior to application for assistance and households with income at or below 50 percent of the area median income are to be prioritized for assistance.
4. Household income is determined as either the household’s total income for calendar year or the household’s monthly income at the time of application. For household incomes determined using the latter method, income eligibility must be redetermined every 3 months.

C. Available Assistance

1. An eligible household cannot receive more than 18 months of assistance under ERA1 and ERA2 combined.
2. Rental arrears may be paid for so long as they were accrued after March 13, 2020.

D. Application Process

1. An application for rental assistance may be submitted by either an eligible household or by a landlord on behalf of that eligible household. While landlord participation is strongly encouraged, if a landlord refuses to participate, ERA2 programs must offer assistance directly to tenants. Additionally, ERA2 programs can offer direct-to-tenant assistance first and immediately – these programs are not required.
- E. Prioritization - On an ongoing basis, The Community Firm shall identify the next tranche of cases to review using the prioritization method below. In the event of a conflict between this method of prioritization and the method of prioritization in the Program Guidelines, the Program Guidelines prioritization method shall control. The Community Firm shall prioritize the review of the cases based on the following, when this information is available:
1. Households that received eviction notices and these notices have been provided.
  2. Households whose income is at or below 50% Area Median Income (AMI) and adequate documentation has been provided.
  3. Households where one or more household members were unemployed for at least 90 days prior to the date of application and adequate documentation has been provided.
  4. Other applications as prioritized by the agency's written intake criteria.

## VI. OBJECTIVE AND OUTCOMES

**Objective:** Assist eligible households that are unable to pay rent, utilities, and other expenses related to housing.

**Outcomes:** Provide financial assistance and housing stability services to approximately 1400 eligible households.

## VII. Reporting

- A. Data collection is required and must be completed demonstrating eligibility and progress toward meeting the indicators contained in this Scope of Work. Disbursement of funds is contingent based on the ability to collect the required information using HOST provided forms.
- B. Subrecipient will submit reports via the online portal provided to the Subrecipient (unless otherwise specified). Reports will be due on the 15th day of the month following the end of the reporting period unless otherwise specified.
- C. The portal provides the Subrecipient with an online form in which to enter data for the reporting period. Supplemental forms and information may be required by HOST. The online portal and any supplemental requirements provide HOST with the quantitative and qualitative information necessary to determine Subrecipient

's progress towards meeting the indicators contained in this Scope of Work. Submitted forms will be reviewed by the designated Program Officer for completeness, clarity and accuracy.

- D. Upon execution of this contract, HOST will provide a user guide for using the portal along with the required login information. Prior to the due date for the first required report, HOST shall provide training as needed or requested by the Subrecipient to support the online portal.
- E. Subrecipient may be required to submit a Contract Summary Report at the end of the contract period within 30 days after the Term End Date of this contract agreement.

#### F. INDICATORS

- 1. Treasury has provided instructions reporting guidance as to what information grantees and Subrecipients must report to Treasury and how this information must be reported. At a minimum, in order to ensure that Treasury is able to fulfill its monthly and quarterly reporting requirements and its ongoing monitoring and oversight responsibilities, Subrecipients should anticipate the need to collect from households and retain records on the following:
  - a. Address of the rental unit;
  - b. For landlords and utility providers, the name, address, and Social Security number, tax identification number or DUNS number;
  - c. Amount of monthly rent covered by ERA assistance;
  - d. Amount of separately stated utility and home energy costs covered by ERA assistance;
  - e. Total amount of each type of assistance provided to each household (i.e., rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due directly or indirectly to the COVID-19 outbreak);
  - f. Total number of households receiving housing stability services;
  - g. Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided;
  - h. Household income and number of individuals in the household;
  - i. Gender, race, and ethnicity of the primary applicant for assistance;
  - j. The number of applications received;
  - k. Total number of recipient households whose income eligibility was determined based on their eligibility for other federal benefit programs
  - l. Total number of recipient households whose income eligibility was determined using fact-based proxy;
  - m. The acceptance rate of applicants for assistance; and
    - i. Other data as required and identified by Treasury
    - ii. Treasury's Office of Inspector General may require the collection of additional information in order to fulfill its oversight and monitoring requirements. Treasury will provide

additional information regarding reporting to Treasury at a future date.

**VIII. SUBRECIPIENT RESPONSIBILITIES IN USE OF DEPARTMENT OF LOCAL AFFAIRS, DIVISION OF HOUSING, EMERGENCY RENTAL ASSISTANCE DATA SYSTEMS**

- A. The Subrecipient shall review, assess and approve or deny (as appropriate) ERA applications submitted, utilizing the Neighborly software system operated by Division of Housing, Department of Local Affairs, State of Colorado (DOH). The Subrecipient shall be responsible for applications for rental assistance that will be submitted to DOH within the City and County of Denver while this Agreement is in effect. This includes reviewing documents for completion and eligibility, approving applications, communicating with applicants and Property Owners, and making payments.
- B. The Subrecipient shall also be responsible for complying with any updated guidance issued by the United States Department of Treasury (USDT).
- C. Subrecipient shall be responsible for meeting all requirements for the use of ERA Funds, including prioritizing payment of applications in the manner required by USDT.
- D. Subrecipient shall review applications submitted to the DOH Neighborly software system, using a process established by DOH and HOST, to review resident data to verify that no duplication of benefits would occur for the applicants or a Household prior to the distribution of assistance.
- E. The Subrecipient shall only use the Neighborly software system in order to process applications within City and County of Denver, excluding all data for applicants from areas outside this jurisdiction.

**IX. DATA USES, ACCESS AND PROTECTION FOR USE OF DEPARTMENT OF LOCAL AFFAIRS, DIVISION OF HOUSING, EMERGENCY RENTAL ASSISTANCE DATA SYSTEMS**

- A. Subrecipient must comply with the requirement in section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 to establish data privacy and security requirements for information they collect
- B. “State Records” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under Colorado Open Records Act (CORA). Subrecipient s shall keep confidential, all State Records, unless those State Records are publicly available pursuant to the Data Uses, Access, and Protection Policy as presented below.
- C. Definitions

1. “Applicant Information” means any and all data, information and records, accessed by Subrecipient through Neighborly for the purpose of applying for rental or utility assistance.
2. “Applicant” means the head of household who submitted the application through Neighborly.
3. “Subrecipient” is as defined as Subrecipient Legal Name in this contract
4. “DOH” means Division of Housing, Department of Local Affairs, State of Colorado.
5. “ERA II” means 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2, and any guidance documents published by the United States Department of the Treasury.
6. “Data Security Breach” means the unauthorized acquisition of unencrypted data that compromises the security, confidentiality or integrity of personal information accessed through neighborly and maintained by Subrecipient.
7. “DOH Data Systems” means Neighborly and any other data base, spreadsheet or other form of information system to which Subrecipient is provided access for the purpose of reviewing Applicant Information.
8. “HOST” means City and County of Denver, Department of Housing Stability

D. Permitted use of Applicant Information (“Permitted Use”)

1. Applicant Information may only be used for the purpose of providing rental and/or utility assistance under this contract.
2. Subrecipient shall use and access Applicant Information only for the Permitted Use or for review by the Federal Government during an audit or monitoring.
3. Subrecipient may not view, download, make reports with or otherwise access applications in the Neighborly system that are submitted by Applicants that reside outside of the City and County of Denver.
4. Subrecipient may not download, export, take screenshots, or otherwise save Applicant Information outside of the Neighborly system, except for the purpose of billing and reporting required by law.

E. Data Security

1. Subrecipient shall keep Applicant Information confidential. Subrecipient shall take all necessary precautions, including, but not limited to:
  - a. Safeguarding the storage of Applicant Information.
  - b. Restricting which employees are given access to Applicant Information and to DOH Data Systems. Only those employees of Subrecipient who are directly responsible for the Permitted Use shall have access to, or use of, Applicant Information.
  - c. Protecting Applicant Information, DOH Data Systems and Subrecipient’s information systems used for storing Applicant Information from unauthorized access, usage, or release.

- d. Ensuring that all of Subrecipient 's employees who will have access to Applicant Information have passed comprehensive criminal background checks, prior to giving them access to Applicant Information.
2. Develop and follow a Records Retention Policy that maintains Applicant Information for only the length of time required by law and HOST policy.

F. Third Party Access

1. Subrecipient shall not give any Third Party access to Applicant Information or to DOH Data Systems without HOST's and DOH's written permission. The acceptance or denial of a request for Third Party access to Applicant Information shall be solely determined at the discretion of DOH.
2. Before allowing any Third Party to access or use any DOH Data Systems or to participate in any activity involving Applicant Information, Subrecipient shall:
  - a. Give HOST and DOH reasonable notice that identifies the Third Party to which Subrecipient plans to grant access and the Provider Information or Provider information systems to which they are to have access.
  - b. Require the Third Party to review and agree to this Data Usage, Access and Privacy Policy.
  - c. Ensure that the Third Party and all of the Third Party's employees and agents that will have access to Applicant Information or to DOH Data Systems pass comprehensive criminal background checks.
  - d. Require that the Third Party provide for the security of Applicant Information as described in this policy.
  - e. Require Third Party Record Retention Policy that maintains Applicant Information for only the length of time required by law and HOST policy.

G. Data Security Breach

1. Subrecipient acknowledges that it is solely responsible for any breach of the confidentiality of Applicant Information once that Applicant Information is accessed by Subrecipient its employees, agents, or licensees.
2. If a Data Security Breach has occurred, Subrecipient must report this in writing to HOST and DOH within one business day.
3. If a Data Security Breach has occurred, Subrecipient must conduct a prompt, good faith investigation to determine the likelihood that personal information has or will be misused. If the investigation determines that personal information has been or will be misused, the Subrecipient must provide notice to the affected Applicants within 30 days after the date the Subrecipient determined a breach had occurred. Subrecipient must report to HOST and DOH the findings of its investigations and notifications provided to the affected Applicants.

## **X. FINANCIAL ADMINISTRATION**

### **A. Compensation and Methods of Payment**

1. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
2. The method of payment to the Subrecipient by HOST shall be in accordance with established HOST procedures for line-item reimbursements. Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Vouchers should be submitted within thirty (30) days of the actual service, expenditure or payment of expense.
3. The Subrecipient shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget
4. Invoices and reports shall be completed and submitted on or before the 15<sup>th</sup> of each month following the month services were rendered 100% of the time. Subrecipient shall use HOST's preferred invoice template, if requested HOST Financial Services may require a Cost Allocation Plan and budget narrative for detailed estimated description and allocation of funds. This is dependent upon funding source and program requirements.
5. Cash advances: Subrecipient s wishing for an initial and ongoing cash advances should make a request at time of agreement negotiation. The amount requested for payment of an initial cash advance will include an estimated schedule of costs incurred in the initial 30 days. The Subrecipient must be able to provide documentation to HOST staff for verification of incurred costs for the previous month's cash advance prior to receiving a future month's cash advance. If a cash advance is received, Subrecipient must provide documentation of how the previously paid month's cash advance was expended prior to submitting an invoice for the next month's cash advance. Requests for payment of a cash advance will include an estimated schedule of costs incurred in the subsequent month. If any portion of a cash advance is unspent from the prior period, the cash advance request must show the amount of unspent funds from the prior period and how it will be used in the estimated schedule of costs for the following month. Subrecipient must provide supporting documentation for all payments. Under no circumstances will an additional reimbursement or advance be considered until the previous advance documentation is received and approved by HOST staff

#### Interest:

Per Section 200.305(b)(8) of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), to paraphrase, if the Subrecipient expects it can earn more than \$500.00 in interest per year on advances, then it must maintain the funds in an interest-bearing account and refund interest amounts that exceed \$500.00 annually. Up to \$500.00 can be

retained for administrative purposes; refer to 200.305(b)(9) for details regarding repayment.

Per Section 200.305(b)(1) of the Uniform Guidance, to paraphrase, the Subrecipient should maintain written procedures that address the requirement to minimize the time between the receipt and disbursement of funds.

This is a link to the above regulations:

[https://www.ecfr.gov/cgi-bin/text-idx?SID=3dd26094b97303f1949f54e04911ea45&mc=true&node=se2.1.200\\_11&rgn=div8](https://www.ecfr.gov/cgi-bin/text-idx?SID=3dd26094b97303f1949f54e04911ea45&mc=true&node=se2.1.200_11&rgn=div8)

6. Invoices shall be submitted to HOST at [hostap@denvergov.org](mailto:hostap@denvergov.org) or by US Mail to:

Attn: Department of Housing Stability  
Financial Services Team  
201 W. Colfax Ave.  
Denver CO 80202

B. Budget Modification Requests

1. HOST may, at its option, restrict the transfer of funds among cost categories, programs, functions or activities at its discretion as deemed appropriate by program staff, HOST executive management or its designee.
2. Minor modifications to the services provided by the Subrecipient or changes to each line item budget equal to or less than a ten percent (10%) threshold, which do not increase the total funding to the Subrecipient, will require notification to HOST program staff and upon approval may be submitted with the next monthly draw. Minor modifications to the services provided by Subrecipient, or changes to each line item budget in excess of the ten percent (10%) threshold, which do not increase the total funding to Subrecipient, may be made only with prior written approval by HOST program staff. Such budget and service modifications will require submittal by Subrecipient of written justification and new budget documents. All other contract modifications will require an amendment to this Agreement executed in the same manner as the original Agreement.
3. The Subrecipient understands that any budget modification requests under this Agreement must be submitted to HOST no sooner than 30 days of contract agreement start date and prior to the last Quarter of the Contract Period, unless waived in writing by the HOST Director.
1. Budget modification requests are limited to two per each fiscal year of a contract agreement term budget modifications may be submitted per contract year. Exceptions to this limit may be made by the HOST Executive Director or their designee.

C. Vouchering Requirements

1. In order 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 Subrecipient to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to HOST prior to the draw request.
8. The standardized HOST "Expense Certification Form" should be included with each payment request to provide the summary and authorization required for reimbursement.

D. Payroll

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

2. The amount of time worked will be verified with timesheets. The timesheets must include the actual hours worked under the terms of this contract, and the actual amount of time worked under other programs. The total hours worked during the period must reflect all actual hours worked under all programs including leave time. The employee's name, position, and signature, as well as a signature by an appropriate supervisor, or executive director, must be included on the timesheets. If an electronic time system is used, signatures are not required. If the timesheet submitted indicates that the employee provided services payable under this contract for a portion of the total time worked, then the amount of reimbursement requested must be calculated and documented in the monthly reimbursement request.
3. A payroll register or payroll ledger from the accounting system will verify the amount of salary. Copies of paychecks are acceptable if they include the gross pay and deductions.

E. Fringe Benefits

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

F. General Reimbursement Requirements

1. Invoices: All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Subrecipient and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed and dated by the individual receiving the good or service. Copies of checks written by the Subrecipient, or documentation of

payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.

2. 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 Subrecipient has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by HOST.
5. Service Period and Closeout: All reimbursed expenses must be incurred during the time period within the contract. The final payment request must be received by HOST within thirty (30) days after the end of the service period stated in the contract.

#### G. Financial Management Systems

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

1. Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal and/or city financial reporting requirements.
2. Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
3. Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property and it must be assured that it is used solely for authorized purposes.
4. Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
5. For contracts subject to Federal Agreements, applicable 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 Subrecipient will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
7. For contracts subject to Federal Agreements, the Subrecipient shall maintain separate accountability for HOST funds as referenced in 24 C.F.R. 85.20 and the OMB Omni Circular.
8. The Subrecipient must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
9. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
10. The Subrecipient shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to (1) Budgeting and Cost Allocation Plans; (2) Vouchering Process.

H. Audit Requirements

1. For Federal Agreements subject to OMB Circular a-133, a copy of the final audit report must be submitted to the HOST Financial Manager within the earliest of thirty (30) calendar days after receipt of the auditor's report; or nine (9) months after the end of the period audited.
2. A management letter, if issued, shall be submitted to HOST along with the reporting package prepared in accordance with the Single Audit Act Amendments and the OMB Omni Circular. If the management letter is not received by the subrecipient at the same time as the Reporting Package, the Management Letter is also due to HOST within thirty (30) days after receipt of the Management Letter, or nine (9) months after the end of the audit period, whichever is earlier. If the Management Letter has matters related to HOST funding, the Contactor shall prepare and submit a Corrective Action Plan to HOST in accordance with the Single Audit Act Amendments and the OMB Omni Circular, as set forth in 24 C.F.R. Part 45 for each applicable management letter matter.
3. All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **HOST Financial Services Team**.
4. The Subrecipient will be responsible for all Questioned and Disallowed Costs.
5. The Subrecipient may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Subrecipient shall also

institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

I. Records Retention

1. The Subrecipient must retain for three (3) 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.

J. Contract Close-Out

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

K. Collection of Amounts Due

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

## **XI. Budget**

Program Budget and Cost Allocation Plan Summary														
Contractor Name:		The Community Firm												
Project :		ERAP II												
Contract Dates:		3/1/2022		to		9/30/2025								
Program Year:		2022												
Budget Category	Agency Total (All Funding Sources for Agency)	HOST Treasury ERA II		Total Project Costs requested from HOST		Other City & County of Denver Funding		Other Federal Funding		Other Non-Federal Funding		Agency Total		Budget Narrative
Personnel: Job Title	Total	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%	Amount	%	
Denver Tenant Advocate (Fully dedicated)	\$58,333	\$58,333	100.00%	\$58,333	100.00%		0.00%		0.00%		0.00%	\$58,333	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Fully dedicated tenant advocate, serving the ERAP program in Denver alone. Substantially all cases assigned to this TA will come from the Denver program. The role consists of processing ERA programs and providing household stability services like landlord negotiation, legal intake, eviction diversion, and connection to resources as needed.
Denver Tenant Advocate (Fully dedicated)	\$54,167	\$54,167	100.00%	\$54,167	100.00%		0.00%		0.00%		0.00%	\$54,167	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Fully dedicated tenant advocate, serving the ERAP program in Denver alone. Substantially all cases assigned to this TA will come from the Denver program. The role consists of processing ERA programs and providing household stability services like landlord negotiation, legal intake, eviction diversion, and connection to resources as needed.
Denver Tenant Advocate (Fully dedicated)	\$54,167	\$54,167	100.00%	\$54,167	100.00%		0.00%		0.00%		0.00%	\$54,167	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Fully dedicated tenant advocate, serving the ERAP program in Denver alone. Substantially all cases assigned to this TA will come from the Denver program. The role consists of processing ERA programs and providing household stability services like landlord negotiation, legal intake, eviction diversion, and connection to resources as needed.
Navigator (Fully Dedicated)	\$54,167	\$54,167	100.00%	\$54,167	100.00%		0.00%		0.00%		0.00%	\$54,167	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> The Navigator will conduct in person and virtual service for hard-to-reach tenants at imminent risk of eviction who may have language, disability, or technology barriers in accessing ERA. The navigator may also assist in rapid rehousing as necessary
Navigator (Fully Dedicated)	\$54,167	\$54,167	100.00%	\$54,167	100.00%		0.00%		0.00%		0.00%	\$54,167	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> The navigator may also assist in rapid rehousing as necessary
Tenant Advocate #1 (Partially Dedicated)	\$51,667	\$6,200	12.00%	\$6,200	12.00%		0.00%	\$45,467	88.00%		0.00%	\$51,667	100.00%	Part-time 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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Partially dedicated tenant advocate, serving the ERAP program in Denver and other jurisdictions. This TA will serve a variety of cases across contracts in order to provide the best service to residents across Colorado at greatest risk of eviction and displacement, prioritizing service needs based on Treasury Guidance. The role consists of processing ERA programs and providing household stability services like landlord negotiation, legal intake, eviction diversion, and connection to resources as needed.
Tenant Advocate #2 (Partially Dedicated)	\$51,667	\$6,200	12.00%	\$6,200	12.00%		0.00%	\$45,467	88.00%		0.00%	\$51,667	100.00%	Part-time 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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Partially dedicated tenant advocate, serving the ERAP program in Denver and other jurisdictions. This TA will serve a variety of cases across contracts in order to provide the best service to residents across Colorado at greatest risk of eviction and displacement, prioritizing service needs based on Treasury Guidance. The role consists of processing ERA programs and providing household stability services like landlord negotiation, legal intake, eviction diversion, and connection to resources as needed.
Tenant Advocate #3 (Partially Dedicated)	\$51,667	\$6,200	12.00%	\$6,200	12.00%		0.00%	\$45,467	88.00%		0.00%	\$51,667	100.00%	Part-time 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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Partially dedicated tenant advocate, serving the ERAP program in Denver and other jurisdictions. This TA will serve a variety of cases across contracts in order to provide the best service to residents across Colorado at greatest risk of eviction and displacement, prioritizing service needs based on Treasury Guidance. The role consists of processing ERA programs and providing household stability services like landlord negotiation, legal intake, eviction diversion, and connection to resources as needed.
Tenant Advocate #4 (Partially Dedicated)	\$51,667	\$6,200	12.00%	\$6,200	12.00%		0.00%	\$45,467	88.00%		0.00%	\$51,667	100.00%	Part-time 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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Partially dedicated tenant advocate, serving the ERAP program in Denver and other jurisdictions. This TA will serve a variety of cases across contracts in order to provide the best service to residents across Colorado at greatest risk of eviction and displacement, prioritizing service needs based on Treasury Guidance. The role consists of processing ERA programs and providing household stability services like landlord negotiation, legal intake, eviction diversion, and connection to resources as needed.

Tenant Advocate #5 (Partially Dedicated)	\$51,667	\$6,200	12.00%	\$6,200	12.00%		0.00%	\$45,467	88.00%		0.00%	\$51,667	100.00%	severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Partially dedicated tenant advocate, serving the ERAP program in Denver and other jurisdictions. This TA will serve a variety of cases across contracts in order to provide the best service to residents across Colorado at greatest risk of eviction and displacement, prioritizing service needs based on Treasury Guidance. The role consists of processing ERA programs and providing household stability services like landlord negotiation, legal intake, eviction
Tenant Advocate #6 (Partially Dedicated)	\$51,667	\$6,200	12.00%	\$6,200	12.00%		0.00%	\$45,467	88.00%		0.00%	\$51,667	100.00%	Part-time 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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Partially dedicated tenant advocate, serving the ERAP program in Denver and other jurisdictions. This TA will serve a variety of cases across contracts in order to provide the best service to residents across Colorado at greatest risk of eviction and displacement, prioritizing service needs based on Treasury Guidance. The role consists of processing ERA programs and providing household stability services like landlord negotiation, legal intake, eviction diversion, and connection to resources as needed.
Tenant Advocate #7 (Partially Dedicated)	\$51,667	\$6,200	12.00%	\$6,200	12.00%		0.00%	\$45,467	88.00%		0.00%	\$51,667	100.00%	Part-time 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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Partially dedicated tenant advocate, serving the ERAP program in Denver and other jurisdictions. This TA will serve a variety of cases across contracts in order to provide the best service to residents across Colorado at greatest risk of eviction and displacement, prioritizing service needs based on Treasury Guidance. The role consists of processing ERA programs and providing household stability services like landlord negotiation, legal intake, eviction diversion, and connection to resources as needed.
Tenant Advocate #8 (Partially Dedicated)	\$51,667	\$6,200	12.00%	\$6,200	12.00%		0.00%	\$45,467	88.00%		0.00%	\$51,667	100.00%	Part-time 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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Partially dedicated tenant advocate, serving the ERAP program in Denver and other jurisdictions. This TA will serve a variety of cases across contracts in order to provide the best service to residents across Colorado at greatest risk of eviction and displacement, prioritizing service needs based on Treasury Guidance. The role consists of processing ERA programs and providing household stability services like landlord negotiation, legal intake, eviction diversion, and connection to resources as needed.
Tenant Advocate #9 (Partially Dedicated)	\$51,667	\$6,200	12.00%	\$6,200	12.00%		0.00%	\$45,467	88.00%		0.00%	\$51,667	100.00%	Part-time 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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Partially dedicated tenant advocate, serving the ERAP program in Denver and other jurisdictions. This TA will serve a variety of cases across contracts in order to provide the best service to residents across Colorado at greatest risk of eviction and displacement, prioritizing service needs based on Treasury Guidance. The role consists of processing ERA programs and providing household stability services like landlord negotiation, legal intake, eviction diversion, and connection to resources as needed.
Tenant Advocate #10 (Partially Dedicated)	\$51,667	\$6,200	12.00%	\$6,200	12.00%		0.00%	\$45,467	88.00%		0.00%	\$51,667	100.00%	Part-time 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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Partially dedicated tenant advocate, serving the ERAP program in Denver and other jurisdictions. This TA will serve a variety of cases across contracts in order to provide the best service to residents across Colorado at greatest risk of eviction and displacement, prioritizing service needs based on Treasury Guidance. The role consists of processing ERA programs and providing household stability services like landlord negotiation, legal intake, eviction diversion, and connection to resources as needed.
Tenant Advocate #11 (Partially Dedicated)	\$51,667	\$6,200	12.00%	\$6,200	12.00%		0.00%	\$45,467	88.00%		0.00%	\$51,667	100.00%	Part-time 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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Partially dedicated tenant advocate, serving the ERAP program in Denver and other jurisdictions. This TA will serve a variety of cases across contracts in order to provide the best service to residents across Colorado at greatest risk of eviction and displacement, prioritizing service needs based on Treasury Guidance. The role consists of processing ERA programs and providing household stability services like landlord negotiation, legal intake, eviction diversion, and connection to resources as needed.
Tenant Advocate #12 (Partially Dedicated)	\$51,667	\$6,200	12.00%	\$6,200	12.00%		0.00%	\$45,467	88.00%		0.00%	\$51,667	100.00%	severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Partially dedicated tenant advocate, serving the ERAP program in Denver and other jurisdictions. This TA will serve a variety of cases across contracts in order to provide the best service to residents across Colorado at greatest risk of eviction and displacement, prioritizing service needs based on Treasury Guidance. The role consists of processing ERA programs and providing household stability services like landlord negotiation, legal intake, eviction
Dispatch & Triage #1 (Partially Dedicated)	\$50,000	\$11,000	22.00%	\$11,000	22.00%		0.00%	\$39,000	78.00%		0.00%	\$50,000	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> This position is responsible for ensuring that cases get prioritized and distributed to our team based on the relevant contract and based on treasury prioritization requirements.
Dispatch & Triage #2 (Partially Dedicated)	\$50,000	\$11,000	22.00%	\$11,000	22.00%		0.00%	\$39,000	78.00%		0.00%	\$50,000	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> This position is responsible for ensuring that cases get prioritized and distributed to our team based on the relevant contract and based on treasury prioritization requirements.
Dispatch & Triage #3 (Partially Dedicated)	\$50,000	\$11,000	22.00%	\$11,000	22.00%		0.00%	\$39,000	78.00%		0.00%	\$50,000	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> This position is responsible for ensuring that cases get prioritized and distributed to our team based on the relevant contract and based on treasury prioritization requirements.
Dispatch & Triage Supervisor (Partially Dedicated)	\$65,000	\$14,300	22.00%	\$14,300	22.00%		0.00%	\$50,700	78.00%		0.00%	\$65,000	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> This position is responsible for managing the dispatch system and ensuring that cases get prioritized according to Treasury guidance and client need.
<b>Indirect Personnel</b>														

Ops Reviewer #1 (Partially Dedicated)	\$54,167	\$11,917	22.00%	\$11,917	22.00%		0.00%	\$42,250	78.00%		0.00%	\$54,167	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Partially dedicated operations reviewer responsible for quality control of all cases. Ops-reviewers double check the work of tenant advocates to ensure all documents are entered for each file, applications are complete, and consent from tenants and landlords has been obtained.
Ops Reviewer #2 (Partially Dedicated)	\$54,167	\$11,917	22.00%	\$11,917	22.00%		0.00%	\$42,250	78.00%		0.00%	\$54,167	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Partially dedicated operations reviewer responsible for quality control of all cases. Ops-reviewers double check the work of tenant advocates to ensure all documents are entered for each file, applications are complete, and consent from tenants and landlords has been obtained.
Ops Reviewer #3 (Partially Dedicated)	\$45,833	\$10,083	22.00%	\$10,083	22.00%		0.00%	\$35,750	78.00%		0.00%	\$45,833	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Partially dedicated operations reviewer responsible for quality control of all cases. Ops-reviewers double check the work of tenant advocates to ensure all documents are entered for each file, applications are complete, and consent from tenants and landlords has been obtained.
Ops Reviewer #4 (Partially Dedicated)	\$50,000	\$11,000	22.00%	\$11,000	22.00%		0.00%	\$39,000	78.00%		0.00%	\$50,000	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Partially dedicated operations reviewer responsible for quality control of all cases. Ops-reviewers double check the work of tenant advocates to ensure all documents are entered for each file, applications are complete, and consent from tenants and landlords has been obtained.
Ops Reviewer #5 (Partially Dedicated)	\$50,000	\$11,000	22.00%	\$11,000	22.00%		0.00%	\$39,000	78.00%		0.00%	\$50,000	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Partially dedicated operations reviewer responsible for quality control of all cases. Ops-reviewers double check the work of tenant advocates to ensure all documents are entered for each file, applications are complete, and consent from tenants and landlords has been obtained.
Ops Reviewer #6 (Partially Dedicated)	\$45,833	\$10,083	22.00%	\$10,083	22.00%		0.00%	\$35,750	78.00%		0.00%	\$45,833	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Partially dedicated operations reviewer responsible for quality control of all cases. Ops-reviewers double check the work of tenant advocates to ensure all documents are entered for each file, applications are complete, and consent from tenants and landlords has been obtained.
Ops Supervisor # 7 (Partially Dedicated)	\$58,333	\$12,833	22.00%	\$12,833	22.00%		0.00%	\$45,500	78.00%		0.00%	\$58,333	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> The supervisor of operations review will supervise the operations team, ensuring that files are complete and ready for payment. The supervisor prepares files for payments and triple checks the work, coordinating rules and regulations with Denver.
Tenant Advocate Supervisor (Salary)	\$70,000	\$35,000	50.00%	\$35,000	50.00%		0.00%	\$35,000	50.00%		0.00%	\$70,000	100.00%	HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Team lead for the tenant advocate team fully dedicated to Denver will be partially split between Denver and another Emergency Rental Assistance project. Full-time salaries will be reimbursed at cost for work on this contract.
Finance & Accounting #1 - Controller	\$70,833	\$23,375	33.00%	\$23,375	33.00%		0.00%	\$47,458	67.00%		0.00%	\$70,833	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Our controller leads payables for the two ERAP contracts and is responsible for approving hundreds of payments per week. The controller also performs other reporting and reconciliation duties necessary for the ERAP program. The controller also supervises the payments functions.
Finance & Accounting #2 - Sr. Director of Accounting and Finance	\$70,833	\$23,375	33.00%	\$23,375	33.00%		0.00%	\$47,458	67.00%		0.00%	\$70,833	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Our Sr. Director of Accounting and Finance manages all budgeting, reporting, billing, projections for the two ERAP program contracts. The Sr. Director supervises the integration of the accounting and finance verticals.
Finance & Accounting #3 - Financial Ops Specialist	\$48,333	\$15,950	33.00%	\$15,950	33.00%		0.00%	\$32,383	67.00%		0.00%	\$48,333	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> The financial ops specialists supports payments and receivables across both state and Denver ERAP contracts. They pull draws in NBLY and also manage reporting and projecting tasks.
Finance & Accounting #4 - Staff Accountant	\$54,167	\$17,875	33.00%	\$17,875	33.00%		0.00%	\$36,292	67.00%		0.00%	\$54,167	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> The staff accountant works across payables and receivables teams for the two ERAP contracts, working closely with the controller to issue payments and manage the transition from approved to paid cases.
Finance & Accounting #5 - Staff Accountant	\$54,167	\$17,875	33.00%	\$17,875	33.00%		0.00%	\$36,292	67.00%		0.00%	\$54,167	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> The staff accountant works across payables and receivables teams for the two ERAP contracts, working closely with the controller to issue payments and manage the transition from approved to paid cases.
Supervisor #1 - Tenant Advocate	\$58,333	\$14,000	24.00%	\$14,000	24.00%		0.00%	\$44,333	76.00%		0.00%	\$58,333	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Supervisors manage teams of tenant advocates. They will manage teams that are partially dedicated to the Denver contract.

Supervisor #2 - Tenant Advocate	\$58,333	\$14,000	24.00%	\$14,000	24.00%	0.00%	\$44,333	76.00%	0.00%	\$58,333	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Supervisors manage teams of tenant advocates. They will manage teams that are partially dedicated to the Denver contract
Director - ERA Team	\$66,667	\$16,000	24.00%	\$16,000	24.00%	0.00%	\$50,667	76.00%	0.00%	\$66,667	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Supervisors manage teams of tenant advocates. They will manage teams that are partially dedicated to the Denver contract
Chief of Staff	\$70,833	\$17,000	24.00%	\$17,000	24.00%	0.00%	\$53,833	76.00%	0.00%	\$70,833	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Supports executives in direct program management and operations of the two ERA program.
Executive - COO of Rental Assistance Program	\$116,667	\$28,000	24.00%	\$28,000	24.00%	0.00%	\$88,667	76.00%	0.00%	\$116,667	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Leads operations and personnel for ERA program. Contributes to significant program management.
Executive - COO, CEDP	\$116,667	\$28,000	24.00%	\$28,000	24.00%	0.00%	\$88,667	76.00%	0.00%	\$116,667	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Leads ERA program for the two ERA contracts managing content, direction, and contributing to operations and personnel leadership
Navigator Supervisor (Partially Dedicated)	\$62,500	\$20,625	33.00%	\$20,625	33.00%	0.00%	\$41,875	67.00%	0.00%	\$62,500	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> The Navigator supervisor will help the navigator conduct in person and virtual service for hard-to-reach tenants at imminent risk of eviction who may have language, disability, or technology barriers in accessing ERA.
Equity and Reporting Analyst (Denver)	\$70,000	\$35,000	50.00%	\$35,000	50.00%	0.00%	\$35,000	50.00%	0.00%	\$70,000	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> Would conduct service delivery analysis and operations to ensure that our program service delivery matches the demographics of the communities in greatest need of assistance in Denver. Where we fall short, coordinating additional operations and making recommendations to improve service delivery
<b>Total Salary of Personnel NOT Calculated in Indirect Line Item</b>	<b>\$1,346,666</b>	<b>\$384,908</b>	<b>28.58%</b>	<b>\$384,908</b>	<b>28.58%</b>	<b>\$0</b>	<b>\$961,758</b>	<b>71.42%</b>	<b>\$0</b>	<b>\$1,346,666</b>	<b>100.00%</b>	
<b>Total Salary of Personnel Calculated in Indirect</b>	<b>\$1,110,005</b>	<b>\$396,701</b>	<b>35.74%</b>	<b>\$396,701</b>	<b>35.74%</b>	<b>\$0</b>	<b>\$713,304</b>	<b>64.26%</b>	<b>\$0</b>	<b>\$1,110,005</b>	<b>100.00%</b>	
<b>Total Salary:</b>	<b>\$2,456,671</b>	<b>\$781,609</b>	<b>31.82%</b>	<b>\$781,609</b>	<b>31.82%</b>	<b>\$0</b>	<b>\$1,675,062</b>	<b>68.18%</b>	<b>\$0</b>	<b>\$2,456,671</b>	<b>100.00%</b>	
<b>Total Fringe Benefits (for both indirect and direct employees)</b>	<b>\$368,500</b>	<b>\$117,241</b>	<b>31.82%</b>	<b>\$117,241</b>	<b>31.82%</b>	<b>\$0</b>	<b>251,259</b>	<b>68.18%</b>	<b>0.00%</b>	<b>\$368,500</b>	<b>100.00%</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 see section Financial Administration E. Fringe Benefits.
<b>Fringe Calculated in Indirect</b>	<b>\$57,448</b>	<b>#DIV/0!</b>	<b>\$57,448</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>\$57,448</b>	<b>#DIV/0!</b>	
<b>Fringe NOT Calculated in Indirect</b>	<b>\$59,793</b>	<b>#DIV/0!</b>	<b>\$59,793</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>\$59,793</b>	<b>#DIV/0!</b>	
<b>Total Salary and Fringe Benefits:</b>	<b>\$2,825,171</b>	<b>\$898,850</b>	<b>31.82%</b>	<b>\$898,850</b>	<b>31.82%</b>	<b>\$0</b>	<b>\$1,926,321</b>	<b>68.18%</b>	<b>\$0</b>	<b>\$2,825,171</b>	<b>100.00%</b>	
<b>Other Direct Costs NOT Included in Indirect Calculation</b>	<b>Total</b>	<b>Amount</b>	<b>%</b>	<b>Subtotal</b>	<b>%</b>	<b>Amount</b>	<b>%</b>	<b>Amount</b>	<b>%</b>	<b>Amount</b>	<b>%</b>	
Emergency Rental Assistance	\$8,657,738	\$8,657,738	100.00%	\$8,657,738	100.00%	0.00%	0.00%	0.00%	0.00%	\$8,657,738	100.00%	Emergency rental assistance including all permitted costs per the guidelines.
Phone System for ERA	\$22,000	\$6,999	31.81%	\$6,999	31.81%	0.00%	\$15,001	68.19%	0.00%	\$22,000	100.00%	Text and phone system for ERA program
Hubspot System for ERA	\$40,000	\$12,726	31.82%	\$12,726	31.82%	0.00%	\$27,274	68.18%	0.00%	\$40,000	100.00%	Internal CRM for management of ERA program
Signature tool for ERA	\$6,600	\$2,100	31.82%	\$2,100	31.82%	0.00%	\$4,500	68.18%	0.00%	\$6,600	100.00%	Document signature tool for ERA Program
Microsoft 365 for ERA	\$22,880	\$7,279	31.81%	\$7,279	31.81%	0.00%	\$15,601	68.19%	0.00%	\$22,880	100.00%	Microsoft Office for all Denver ERA program staff
Team management & goal setting software for ERA Program	\$20,592	\$6,552	31.82%	\$6,552	31.82%	0.00%	\$14,040	68.18%	0.00%	\$20,592	100.00%	Team management & goal setting software for ERA Program
Video Meet and Email Client for ERA	\$6,460	\$2,055	31.81%	\$2,055	31.81%	0.00%	\$4,405	68.19%	0.00%	\$6,460	100.00%	Email client for ERA
ERA Computer Equipment	\$7,200	\$3,927	54.54%	\$3,927	54.54%	0.00%	\$3,273	45.46%	0.00%	\$7,200	100.00%	Computer equipment including machines and second monitors and headsets over two years for ERA participants -About \$900 per Ops Specialist computers & about \$800 per Tenant Advocate computer; \$150-200 per monitor and about \$100-200 per headset
Private meeting space for navigation services	\$15,000	\$15,000	100.00%	\$15,000	100.00%	0.00%	\$0	0.00%	0.00%	\$15,000	100.00%	Private meeting space rented at relevant buildings for in-person ERA service delivery
Payments Automation and Improvement Contractors	\$245,000	\$0	0.00%	\$0	0.00%	0.00%	\$245,000	100.00%	0.00%	\$245,000	100.00%	Costs include program-related expenses for services that require specialized or advanced knowledge or experience such as professional consulting, coding expenses, and costs for software and programming. Software and programming is specifically related to strengthening the payments system and will support day-to-day ERA payments by minimizing errors, voided and re-issued checks, and increasing the speed of service delivery for tenants imminently facing eviction
Outsourced Bookkeeping	\$25,000	\$6,000	24.00%	\$6,000	24.00%	0.00%	\$19,000	76.00%	0.00%	\$25,000	100.00%	Not general accounting. This role specifically reviews controls and financial compliance for ERA program.
Rehousing & Case Management Consulting Support	\$60,000	\$19,800	33.00%	\$19,800	33.00%	0.00%	\$40,200	67.00%	0.00%	\$60,000	100.00%	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 see section Financial Administration D. Payroll and E. Fringe Benefits. <b>Description:</b> The Rehousing & Case Management Consulting Support will help CEDP structure its rehousing and navigation services and provide additional capacity where necessary to support in case management. This person will be a 1099 contractor. They will connect CEDP's program to the community, guide the development of programming and services, and ensure quality of CEDP's services.
<b>Direct Cost Included in Indirect</b>												
Mail and Shipping for Expedited Payments	\$14,145	\$14,145	100.00%	\$14,145	100.00%	0.00%	\$0	0.00%	0.00%	\$14,145	100.00%	Mail and shipping costs related only to this contract for all payments, including primarily expedited payments.
<b>Total Other Direct Costs</b>	<b>\$128,470</b>	<b>\$8,754,321</b>	<b>95.90%</b>	<b>\$8,754,321</b>	<b>95.90%</b>	<b>\$0</b>	<b>\$88,294</b>	<b>4.25%</b>	<b>0.00%</b>	<b>\$8,142,615</b>	<b>100.15%</b>	
<b>Total Salaries &amp; Fringe and Other Direct Costs</b>	<b>\$11,953,641</b>	<b>\$9,653,171</b>	<b>80.76%</b>	<b>\$9,653,171</b>	<b>80.76%</b>	<b>\$0</b>	<b>\$2,314,615</b>	<b>19.36%</b>	<b>0.00%</b>	<b>\$11,967,786</b>	<b>100.12%</b>	
<b>Indirect Costs</b>												

Indirect calculated on Salaries, Fringe and other Direct Costs	\$331,004	\$46,829	14.15%	\$46,829	14.15%		0.00%	\$289,919	88%		0.00%	\$336,748	101.74%	Indirect calculated at max of 10% of total direct costs.
<b>Total Indirect</b>	<b>331,004</b>	<b>46,829</b>	<b>14.15%</b>	<b>46,829</b>	<b>14.15%</b>	<b>0</b>	<b>0.00%</b>	<b>289,919</b>	<b>88%</b>	<b>0</b>	<b>0.00%</b>	<b>336,748</b>	<b>102%</b>	
<b>Total Project Cost (Direct + Indirect)</b>	<b>12,284,645</b>	<b>\$9,700,000</b>	<b>78.96%</b>	<b>9,700,000</b>	<b>78.96%</b>	<b>0</b>	<b>0.00%</b>	<b>2,604,534</b>	<b>21.20%</b>	<b>0</b>	<b>0.00%</b>	<b>\$12,304,534</b>	<b>100.16%</b>	
<b>Program Income (through funded activities)</b>			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	#REF!	#REF!	
<b>Non-Project:</b>	Total	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%			
Personnel Costs:			#DIV/0!	#REF!	#REF!	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	#REF!	#REF!	
Non-Personnel Costs:			#DIV/0!	#REF!	#REF!	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	#REF!	#REF!	
Other (Specify):			#DIV/0!	#REF!	#REF!	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	#REF!	#REF!	
<b>Total Non-Project Cost</b>	<b>\$0</b>	<b>\$0</b>	<b>#DIV/0!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>\$0</b>	<b>#DIV/0!</b>	<b>\$0</b>	<b>#DIV/0!</b>	<b>\$0</b>	<b>#DIV/0!</b>	<b>#REF!</b>	<b>#REF!</b>	
<b>Grand Total</b>	<b>\$12,284,645</b>	<b>\$9,700,000</b>	<b>79%</b>	<b>\$9,700,000</b>	<b>78.96%</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$2,604,534</b>	<b>21.20%</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$12,304,534</b>	<b>100.16%</b>	



OMB Approved No.: 1505-0270  
Expiration Date: 10/31/2021

**U.S. DEPARTMENT OF THE TREASURY**  
**EMERGENCY RENTAL ASSISTANCE**

Exhibit C

Eligible grantee name and address: City and County of Denver 201 W. Colfax Ave, Dept 1010 Denver, Colorado, 80202-5330	DUNS Number: 080483932 Taxpayer Identification Number: 846000580 Assistance Listing Number and Title: 21.023-Emergency Rental Assistance Program
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Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury ("Treasury") to make payments to certain eligible grantees to be used to provide emergency rental assistance.

The eligible grantee hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.



Authorized Representative Signature (above)

[To be signed by chief executive officer if recipient is a local government.]

Authorized Representative Name:

Michael B. Hancock

Authorized Representative Title:

Mayor, City and County of Denver

Date Signed:

May 7, 2021

U.S. Department of the Treasury:



Authorized Representative: Jacob Leibenluft

Title: Counselor to the Secretary

Date: 5/21/2021

PAPERWORK REDUCTION ACT NOTICE: The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**PRIVACY ACT STATEMENT**

**AUTHORITY:** Solicitation of this information is authorized by the American Rescue Plan Act of 2021, Title III, Pub. L. No. 117-2.

**PURPOSE:** Treasury is required by the American Rescue Plan Act of 2021 to identify eligible grantees/recipients to provide emergency rental assistance to individuals who qualify for relief under the Act. Eligible grantees/recipients are state, local, and territorial governments which identify households requiring relief according to requirements contained in the Act. Treasury maintains contact information for authorized representatives and contact persons for the purpose of communicating with eligible grantees regarding issues related to implementation of the Act.

**ROUTINE USES:** The information you furnish may be shared in accordance with the routine uses outlined in the Treasury's system of records notice, Treasury .017 - Correspondence and Contact Information, which can be found at 81 FR 78266 (Nov. 7, 2016).

**DISCLOSURE:** Disclosure of this information to Treasury is required in order to comply with the requirements the American Rescue Plan Act of 2021. Disclosure of this information is voluntary, however, grantees/recipients that do not disclose contact information will be unable to communicate with Treasury on issues related to their obligations under the Act and this may affect the status of their award.

OMB Approved No.: 1505-0270  
Expiration Date: 10/31/2021

**U.S. DEPARTMENT OF THE TREASURY**  
**EMERGENCY RENTAL ASSISTANCE**  
**AWARD TERMS AND CONDITIONS**

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in subsection (d) of section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (“Section 3201”) and any guidance issued by Treasury regarding the Emergency Rental Assistance program established under Section 3201 (the “Guidance”).
2. Reallocation of Funds. Recipient understands and agrees that any funds allocated by Treasury to Recipient that are not disbursed to Recipient in accordance with Section 3201(c)(2) as a subsequent payment will be reallocated by Treasury to other eligible recipients under Section 3201(e). Such reallocation of funds shall be made in the manner and by the date, which shall be no sooner than March 31, 2022, as may be set by Treasury. Recipient agrees to obligate at least fifty (50) percent of the total amount of funds allocated by Treasury to Recipient under Section 3201 to be eligible to receive reallocated funds under Section 3201(e).
3. Assistance to Eligible Households. Recipient agrees to permit eligible households (as defined in Section 3201(f)(2)) to submit applications for financial assistance directly to Recipient, and to receive financial assistance directly from Recipient, under programs established by Recipient using funds disbursed under this award. Recipient may make payments to a landlord or utility provider on behalf of an eligible household, but if the landlord or utility provider does not agree to accept such payment after Recipient makes reasonable efforts to obtain its cooperation, Recipient must make such payments directly to the eligible household for the purpose of making payments to the landlord or utility provider.
4. Period of Performance. The period of performance for this award begins on the date hereof and ends on September 30, 2025. Recipient shall not incur any obligations to be paid with the funding from this award after such period of performance ends.
5. Administrative costs.
  - a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
  - b. The total of all administrative costs, whether direct or indirect costs, may not exceed 15 percent of the total amount of the total award.
6. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as related to this award. Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
7. Maintenance of and Access to Records.
  - a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 3201 and the Guidance.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after the period of performance.
8. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
9. Compliance with Applicable Law and Regulations.
  - a. Recipient agrees to comply with the requirements of Section 3201 and the Guidance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving or benefitting from federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. False Statements. Recipient understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict of interest policy is applicable to each activity funded under this award. Recipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

13. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

- c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

14. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

15. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; and/or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

16. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

## EXHIBIT D, FEDERAL PROVISIONS

### 1. APPLICABILITY OF PROVISIONS.

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

### 2. DEFINITIONS.

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

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

2.1.1.1. Awards may be in the form of:

2.1.1.1.1. Funding provided to the City and County of Denver, Colorado in accordance with Sections 601(b) and (d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act of 2020, Public Law No. 116-136, Division A, Title V (March 27, 2020) ("CARES Act");

2.1.1.1.2. Grants;

2.1.1.1.3. Contracts;

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

2.1.1.1.5. Loans;

2.1.1.1.6. Loan Guarantees;

2.1.1.1.7. Subsidies;

2.1.1.1.8. Insurance;

2.1.1.1.9. Food commodities;

2.1.1.1.10. Direct appropriations;

2.1.1.1.11. Assessed and voluntary contributions; and

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

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

2.1.1.2. Award *does not* include:

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

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

- 2.1.1.2.3. Any award classified for security purposes; or
- 2.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 2.1.2. “Agreement” means the Agreement to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.
- 2.1.3. “Contractor” means the party or parties to an Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 2.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;
  - 2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
  - 2.1.5.2. A foreign public entity;
  - 2.1.5.3. A domestic or foreign non-profit organization;
  - 2.1.5.4. A domestic or foreign for-profit organization; and
  - 2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 2.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.10. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or City and County of Denver, Colorado agency.
- 2.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. “Prime Recipient” means the City and County of Denver, Colorado, or an agency thereof, that receives an Award.
- 2.1.13. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

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

### **3. COMPLIANCE.**

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

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

4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

### **5. TOTAL COMPENSATION.**

5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and

5.1.2. In the preceding fiscal year, Contractor received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

### **6. REPORTING.**

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

### **7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.**

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

## 8. SUBRECIPIENT REPORTING REQUIREMENTS.

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

## 9. PROCUREMENT STANDARDS.

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

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

## 10. ACCESS TO RECORDS

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

## 11. SINGLE AUDIT REQUIREMENTS

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

## 12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

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

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

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

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

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

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

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

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

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

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

### 13. CERTIFICATIONS.

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

### 14. EXEMPTIONS.

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

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

**15. EVENT OF DEFAULT.**

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

**END OF DOCUMENT**

**U.S. Department of the Treasury**  
**Emergency Rental Assistance Under the American Rescue Plan Act of 2021 (ERA2)**  
**Reallocation Guidance**

March 30, 2022

## **I. Overview**

In the American Rescue Plan Act of 2021, Congress appropriated \$21,550,000,000 for the delivery of emergency rental assistance, utility assistance, and housing stability services to eligible households experiencing financial hardship during the novel coronavirus pandemic. This appropriation came after the passage of Section 501 of Division N of the Consolidated Appropriations Act, 2021, which appropriated \$25 billion for similar purposes. Treasury refers to Emergency Rental Assistance (ERA) under the Consolidated Appropriations Act, 2021, as “ERA1” and ERA under the American Rescue Plan Act of 2021 as “ERA2.” This guidance is focused on ERA2 and addresses ERA1 only to the extent relevant to the reallocation of ERA2 funds. Treasury published guidance on the reallocation of ERA1 funds on October 4, 2021.<sup>1</sup>

On May 7, 2021, Treasury announced its initial allocation of ERA2 funds to states, the District of Columbia, U.S. territories, and units of local government (Grantees) and shortly thereafter, made available to each Grantee 40% of its total initial ERA2 allocation. The American Rescue Plan Act of 2021 requires Treasury to begin reallocating ERA2 funds not yet paid to eligible Grantees on March 31, 2022. As with ERA1 reallocation, Treasury’s objective in ERA2 reallocation is to ensure ERA funds are available to Grantees in accordance with their jurisdictional needs and demonstrated capacity to deliver assistance. This guidance sets forth the procedures for the ERA2 reallocation process.

## **II. Determining Funds Available for Reallocation**

The ERA2 statute requires Treasury to identify funds for reallocation from amounts allocated to eligible Grantees, but not yet paid out to them. Specifically, the statute provides that beginning on March 31, 2022, Treasury must “reallocate funds allocated to eligible grantees ... but not yet paid,” according to a procedure established by Treasury. Under the statute, to be eligible to receive reallocated funds, a Grantee must have obligated<sup>2</sup> at least 50% of its total initial ERA2 allocation.

Consistent with these requirements, Treasury has established the following procedures for identifying the funds that will be available for reallocation (“excess funds”). Treasury will notify a Grantee in writing upon determining that any part of its allocation constitutes excess funds.

ERA2 funds paid to a Grantee. As required by the ERA2 statute, ERA2 funds that have been paid to a Grantee are not subject to involuntary reallocation and will not be considered excess funds. Further, pursuant to statutory requirements, the first tranche of funds made available to

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<sup>1</sup> <https://home.treasury.gov/system/files/136/ERA-Reallocation-Guidance.pdf>

<sup>2</sup> To determine whether a Grantee has obligated ERA2 funds, Treasury will rely on the same criteria applied to ERA1 funds and set forth in the ERA1 Reallocation Guidance published on October 4, 2021.

Grantees, comprising 40% each Grantee's initial ERA2 allocation, cannot be voluntarily or involuntarily reallocated.

U.S. territories. Treasury will not identify excess funds from allocations to U.S. territories prior to December 31, 2022.

Undrawn first tranche. For any Grantee that does not draw its first tranche of ERA2 funds, comprising 40% of its initial ERA2 allocation, by April 30, 2022, Treasury may deem all undrawn funds exceeding 40% of the Grantee's initial ERA2 allocation to be excess funds subject to reallocation.

ERA2 Expenditure Ratio. Treasury will periodically determine a Grantee's "ERA2 Expenditure Ratio," which will be calculated as (i) the sum of the Grantee's total expenditure of ERA2 funds on assistance to eligible households and eligible costs for housing stability services (for purposes of the Quarter 3 and Quarter 4 assessments) divided by (ii) an amount equal to 75% (for purposes of the Quarter 1 and 2 Assessments, described below) or 85% (for subsequent assessments) of the Grantee's total ERA2 allocations, including any amounts reallocated to or from the Grantee, as of the date of the assessment. The 75% and 85% allowances both reflect the ERA2 statute's limitation that a maximum of 15% of the total amount of ERA2 funds paid to a Grantee may be used for administrative costs, and the 75% allowance also reflects the ability under the statute for Grantees to use up to 10% of their ERA2 funds to provide housing stability services. Treasury encourages Grantees to use ERA2 funds for such housing stability services.

Excess funds. As noted above, excess funds are funds that Treasury determines are available for reallocation. For each Grantee whose ERA2 Expenditure Ratio is below the then-applicable minimum threshold at the time of the assessment. Treasury will calculate the Grantee's excess funds as the difference between (i) the amount of expenditures needed for the Grantee to achieve the then-applicable minimum threshold at the time of that assessment and (ii) the Grantee's reported total assistance expenditures (i.e., the numerator of the ERA2 Expenditure Ratio calculation). As a result, the amount subject to reallocation will be less for Grantees whose Expenditure Ratios are closer to the minimum threshold.

Exigent circumstances. Treasury may reduce or decline to make an excess funds determination if Treasury determines that the amount of excess funds was the result of exigent circumstances, such as a natural disaster.

Periodic assessments. Treasury will calculate Grantees' ERA2 Expenditure Ratios to assess Grantees' excess funds several times, as described below.

Quarterly reports. Notwithstanding anything in this guidance to the contrary, if a Grantee fails to submit a required quarterly report by the applicable deadline, without having received an extension from Treasury, Treasury may deem all undrawn funds exceeding 40% of the Grantee's initial ERA2 allocation to be excess funds subject to reallocation.

### *1. Quarter 1 Assessment*

A Grantee whose ERA2 Expenditure Ratio is below 20% for the Quarter 1 Assessment (as of March 31, 2022) will be considered to have excess funds in an amount equal to the difference between (i) the amount of expenditures needed for the Grantee to achieve an Expenditure Ratio of 20% and (ii) and the Grantee's reported total assistance expenditures.

For the Quarter 1 Assessment, Grantees will have an opportunity to avoid reallocation. If a Grantee meets the minimum ERA2 Expenditure Ratio based on reported data as of April 30, 2022, Treasury will not reallocate the Grantee's funds based on the Quarter 1 Assessment. However, if a Grantee does not meet the 20% threshold as of April 30, 2022, Treasury will calculate the Grantee's excess funds based on data as of March 31, 2022.

In addition, if a Grantee has voluntarily reallocated over 25% of its initial ERA1 allocation by March 31, 2022, Treasury will not reallocate the Grantee's ERA2 funds in the Quarter 1 Assessment.

### *2. Quarter 2 and Quarter 3 Assessments*

A Grantee whose ERA2 Expenditure Ratio is below 40% in the Quarter 2 Assessment (as of June 30, 2022) or below 60% in the Quarter 3 Assessment (as of September 30, 2022) will be considered to have excess funds in an amount equal to the difference between (i) the amount of expenditures needed for the Grantee to achieve the then-applicable minimum Expenditure Ratio (i.e., 40% for the Quarter 2 Assessment and 60% for the Quarter 3 Assessment) and (ii) and the Grantee's reported total assistance expenditures.

### *3. Final Undrawn Funds Assessment*

Treasury may determine any ERA2 funds that are undrawn as of December 31, 2022 to be excess funds subject to reallocation (with the exception of the first tranche of funds made available to Grantees, which comprise 40% each Grantee's initial ERA2 allocation and are not subject to reallocation).

## **III. Distributing Reallocated Funds**

### *A. Requesting Reallocated Funds*

Treasury will begin accepting requests from Grantees for reallocated funds after March 31, 2022 on a form to be published by Treasury. As the ERA2 statute requires, reallocated funds will be available only to Grantees that have obligated at least 50% of their own initial ERA2 allocations (regardless of any reallocation of funds). Each funding request will be required to indicate the amount requested and confirm the need for such funds in the Grantee's jurisdiction.

### B. Allocation of Reallocated Funds

Periodically, Treasury will determine if there are sufficient funding requests from Grantees serving jurisdictions with demonstrated needs to warrant the disbursement of reallocated funds. Treasury will evaluate each request for reallocated funds based on the requesting Grantee's demonstrated capacity to meet and exceed the applicable minimum Expenditure Ratio, and other indications of ERA need in the Grantee's jurisdiction. The amount of any reallocation to a Grantee will be determined by Treasury, in its discretion, based on its assessment of these factors.

In the event Grantees request more reallocated funds than are available for distribution, each Grantee's share will be calculated by (i) determining the aggregate amount of reallocated funds approved by Treasury based on its evaluation of the requests as described above; (ii) dividing the Grantee's approved amount by this aggregate total; and (iii) multiplying the total amount available for distribution by the resulting percentage.

, In addition, Treasury may limit a Grantee's eligibility for reallocated funds as a percentage of its initial allocation if appropriate to enable an equitable distribution of the available excess funds based on demonstrated needs among requesting Grantees. Treasury may establish a different limit for each category of Grantee (state, locality, or U.S. territory), but would apply the relevant limit uniformly among Grantees within a category.

Grantees may be required to amend their existing ERA2 program agreements as a condition of receiving reallocated ERA2 funds. These amendments will ensure the program agreement is consistent with the Grantee's augmented allocation amount and reflects the terms and conditions described in this guidance.

### C. Reallocation Priorities

When feasible and consistent with jurisdictional needs, Treasury intends to reallocate excess funds from a Grantee to another Grantee in the same state. When appropriate, after such an intrastate reallocation, a Grantee's excess funds will be reallocated to Grantees in other states.

In addition, Treasury may prioritize the reallocation of funding to Grantees that are likely to expend all their remaining ERA1 and ERA2 allocations promptly.

Treasury also intends to prioritize Grantees that have expended non-ERA funds, including State and Local Fiscal Recovery Funds, for rental or utility assistance substantially similar to eligible uses under ERA1 or ERA2 since the enactment of the ERA1 statute on December 27, 2020, in an amount exceeding 20% of their initial ERA2 allocation. For example, a grantee that surpasses this threshold using State and Local Fiscal Recovery Funds to provide for rental and utility assistance may be prioritized. To receive this prioritization, a Grantee must submit to Treasury, in a form determined by Treasury, a certification of, among other things, the amount of non-ERA funding expended on ERA-eligible uses, the sources of these expenditures, and the number of households served. Treasury intends to implement this prioritization beginning with the reallocation based on the Quarter 2 Assessment.

#### **IV. Voluntary Reallocation**

A Grantee may request the transfer to other Grantees of up to 60% of its initial ERA2 allocation. The transferee Grantees must (i) administer an ERA2 program in the same state or territory as the transferor and (ii) have obligated or spent at least 50% of their own initial ERA2 allocations by the time of transfer. A Grantee may request Treasury's assistance in identifying permissible transferees.

To complete a voluntary reallocation, the transferor and transferee Grantees will generally be required to submit a written agreement signed by authorized officials, together with documents meeting the following requirements:

- The transferee must provide evidence of demonstrated need in its jurisdiction for the funds to be transferred. This requirement may be satisfied by (i) Treasury's confirmation that the transferee has spent or obligated at least 50% of its own initial allocation and (ii) a description of the transferee's need for the funds, attested to by the transferee's authorized official.
- Both the transferor and transferee Grantees must agree to comply with administrative requirements applicable to the transfer of federal funds between and among Grantees, including the completion and submission of certain documents that Treasury will provide.
- The transferor must acknowledge and agree in writing that the transferred amount will be deemed to be excess funds and disclaim any further right, title, or interest therein.
- Both the transferor and transferee Grantees must attest to their compliance with all applicable ERA2 requirements under applicable law, guidance, or the Grantee's funding agreement.

Upon approval, Treasury will provide the transferor and transferee Grantees with instructions for completing the necessary fund transfers. Treasury may determine not to approve a voluntary reallocation request if it appears that the proposed reallocation may (i) increase the risk that the funds would be reallocated by Treasury under this guidance; (ii) leave a Grantee with insufficient funds to meet the needs in its jurisdiction; or (iii) otherwise undermine the purposes of reallocation.

A Grantee may also request the transfer of up to 60% of its initial ERA2 allocation, without designating any specific Grantee as transferee. Treasury, in its discretion, will determine and carry out the reallocation of these funds to Grantees based on an assessment of the factors set forth in Section III of this guidance and in a manner consistent with this Section IV.

#### **V. Use of Funds for Administrative Costs and Housing Stability Services**

The ERA2 statute permits Grantees to use up to 15% of the total amount of ERA2 funds paid to the Grantee for certain administrative costs. In addition, under the statute, a Grantee may use up

to 10% of the ERA2 funds it has received to provide case management and other services intended to help keep households stably housed. In accordance with the statutory requirements, these 15% and 10% limits are based on the total amount of ERA2 funds paid to each Grantee as of the relevant date, not the total amount of ERA2 funds allocated to the Grantee.

**U.S. Department of the Treasury  
Emergency Rental Assistance  
Frequently Asked Questions**

**Revised August 25, 2021**

The Department of the Treasury (Treasury) is providing these frequently asked questions (FAQs) as guidance regarding the requirements of the Emergency Rental Assistance program (ERA1) established by section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) and the Emergency Rental Assistance program (ERA2) established by section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021).

These FAQs apply to both ERA1 and ERA2, except where differences are specifically noted. References in these FAQs to “the ERA” apply to both ERA1 and ERA2. These FAQs will be supplemented by additional guidance.<sup>1</sup> Grantees must establish policies and procedures to govern the implementation of their ERA programs consistent with the statutes and these FAQs. To the extent that these FAQs do not provide specific guidance on a particular issue, a grantee should establish its own policy or procedure that is consistent with the statutes and follow it consistently.

**1. Who is eligible to receive assistance in the ERA and how should a grantee document the eligibility of a household?**

A grantee may only use the funds provided in the ERA to provide financial assistance and housing stability services to eligible households. To be eligible, a household must be obligated to pay rent on a residential dwelling and the grantee must determine that:

- i. for ERA1:
  - a. one or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak;
  - b. one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and

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<sup>1</sup> On January 19, 2021, initial FAQs were released for ERA1. On February 22, 2021, the initial FAQs were revised to, among other things, clarify program requirements and provide additional flexibility with respect to documenting the eligibility of households. On March 16, 2021, FAQ 7 was revised to add rental security deposits as a permissible relocation expense and clarify that application or screening fees are permissible rental fees and FAQs 26–28 were added. On March 25, 2021, FAQ 29 was added. On May 7, 2021, these FAQs were revised to provide initial guidance for ERA2, to clarify differences between ERA1 and ERA2, and to clarify how ERA should be used to promote housing stability for eligible households. On June 24, 2021, these FAQs were revised to further clarify how to promote housing stability for eligible households; specifically, FAQs 14, 23, 31, 33, and 35 were revised and FAQs 36–39 were added, in addition to other non-substantive changes. On August 25, 2021, these FAQs were revised to provide further clarification on the use of self-attestation and to describe methods of speeding payments to eligible households. Specifically, substantive revisions were made to FAQs 3, 4, 7, 11, and 38; FAQs 40–42 were added; and additional edits were made for clarity.

- c. the household has a household income at or below 80 percent of area median income.
- ii. for ERA2:
- a. one or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus pandemic;
  - b. one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
  - c. the household is a low-income family (as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b))).<sup>2</sup>

While there are some differences in eligibility between ERA1 and ERA2, the eligibility requirements are very similar, and Treasury is seeking to implement ERA2 consistently with ERA1, to the extent possible, to reduce administrative burdens for grantees.

The FAQs below describe the documentation requirements for each of these conditions of eligibility. These requirements provide for various means of documentation so that grantees may extend this emergency assistance to vulnerable populations without imposing undue documentation burdens. As described below, given the challenges presented by the COVID-19 pandemic, grantees may be flexible as to the particular form of documentation they require, including by permitting photocopies or digital photographs of documents, e-mails, or attestations from employers, landlords, caseworkers, or others with knowledge of the household's circumstances. Treasury strongly encourages grantees to avoid establishing documentation requirements that are likely to be barriers to participation for eligible households, including those with irregular incomes such as those operating small business or gig workers whose income is reported on Internal Revenue Service Form 1099. However, grantees must require all applications for assistance to include an attestation from the applicant that all information included is correct and complete.

In all cases, grantees must document their policies and procedures for determining a household's eligibility to include policies and procedures for determining the prioritization of households in compliance with the statute and maintain records of their determinations. Grantees must also have controls in place to ensure compliance with their policies and procedures and prevent fraud. Grantees must specify in their policies and procedures under what circumstances they will accept written attestations from the applicant without further documentation to determine any aspect of

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<sup>2</sup> As of the date of these FAQs, the definition of "low-income families" in 42 U.S.C. 1437a(b) is "those families whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary [of Housing and Urban Development] with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes."

eligibility or the amount of assistance, and in such cases, grantees must have in place reasonable validation or fraud-prevention procedures to prevent abuse.

**2. How should applicants document that a member of the household has qualified for unemployment benefits, experienced a reduction in income, incurred significant costs, or experienced other financial hardship during or due to the COVID-19 outbreak?**

A grantee must document that one or more members of the applicant’s household either (i) qualified for unemployment benefits; or (ii) (a) for ERA1, experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak or (b) for ERA2, experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus pandemic.<sup>3</sup> If the grantee is relying on clause (i) for this determination, or if the grantee is relying on clause (ii) in ERA2, the grantee is permitted to rely on either a written attestation signed by the applicant or other relevant documentation regarding the household member’s qualification for unemployment benefits. If the grantee is relying on clause (ii) for this determination in ERA1, the statute requires the grantee to obtain a written attestation signed by the applicant that one or more members of the household meets this condition. While grantees relying on clause (ii) in ERA1 must show financial hardship “due, directly or indirectly, to” COVID-19, grantees in ERA2 are also permitted to rely on financial hardship “during” the pandemic.

It may be difficult for some grantees to establish whether a financial hardship experienced during the pandemic is due to the COVID-19 outbreak. Therefore, Treasury strongly encourages grantees to rely on the self-certification of applicants with regard to whether their financial hardship meets these statutory eligibility requirements. Further, because the standard in ERA2 is broader than the standard in ERA1, any applicant that self-certifies that it meets the standard in ERA1 should be considered to meet the standard for purposes of ERA2.

**3. How should a grantee determine that an individual within a household is at risk of experiencing homelessness or housing instability?**

The statutes establishing ERA1 and ERA2 both require that one or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability. Such a demonstration may include (i) a past due utility or rent notice or eviction notice, (ii) unsafe or unhealthy living conditions (which may include overcrowding), or (iii) any other evidence of risk, as determined by the grantee. Grantees may establish alternative criteria for determining whether a household satisfies this requirement, and should adopt policies and procedures addressing how they will determine the presence of unsafe or unhealthy living conditions and what evidence of risk to accept in order to support their determination that a household satisfies this requirement. A grantee may rely on an applicant’s self-certification identifying the applicable risk factor or factors, without further documentation, if other documentation is not immediately available.

**4. The statutes establishing ERA1 and ERA2 limit eligibility to households based on certain income criteria. How is household income defined for purposes of the ERA? How will income**

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<sup>3</sup> Treasury is interpreting the two different statutory terms (“the COVID-19 outbreak” and “the coronavirus pandemic”) as having the same meaning.

**be documented and verified?**

*Definition of Income:* With respect to each household applying for assistance, grantees may choose between using the Department of Housing and Urban Development’s (HUD) definition of “annual income” in 24 CFR 5.609<sup>4</sup> and using adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 series for individual federal annual income tax purposes.

*Definition of Area Median Income:* For purposes of ERA1, the area median income for a household is the same as the income limits for families published by the Department of Housing and Urban Development (HUD) in accordance with 42 U.S.C. 1437a(b)(2), available under the heading for “Access Individual Income Limits Areas” at <https://www.huduser.gov/portal/datasets/il.html>.<sup>5</sup> When determining area median income with respect to Tribal members, Tribal governments and TDHEs may rely on the methodology authorized by HUD for the Indian Housing Block Grant Program as it pertains to households residing in an Indian area comprising multiple counties (*see* HUD Office of Native American Programs, Program Guidance No. 2021-01, June 22, 2021).

*Methods for Income Determination:* The statute establishing ERA1 provides that grantees may determine income eligibility based on either (i) the household’s total income for calendar year 2020, or (ii) sufficient confirmation of the household’s monthly income at the time of application, as determined by the Secretary of the Treasury (Secretary).

If a grantee in ERA1 uses a household’s monthly income to determine eligibility, the grantee should review the monthly income information provided at the time of application and extrapolate over a 12-month period to determine whether household income exceeds 80 percent of area median income. For example, if the applicant provides income information for two months, the grantee should multiply it by six to determine the annual amount. If a household qualifies based on monthly income, the grantee must redetermine the household income eligibility every three months for the duration of assistance.

For ERA2, if a grantee uses the same income determination methodology that it used in ERA1, it is presumed to be in compliance with relevant program requirements; if a grantee chooses to use a different methodology for ERA2 than it used for ERA1, the methodology should be reasonable and consistent with all applicable ERA2 requirements. In addition, if a household is a single family that the grantee determined met the income requirement for eligibility under ERA1, the grantee may consider the household to be eligible under ERA2, unless the grantee becomes aware of any reason the household does not meet the requirements for ERA2. Finally, if multiple families from the same household receive funding under an ERA2 program, the grantee should ensure that there is no duplication of the assistance provided.

*Documentation of Income Determination:* Grantees in ERA1 and ERA2 must have a reasonable basis under the circumstances for determining income. A grantee may support its determination

<sup>4</sup> See [https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=24:1.1.1.1.5#se24.1.5\\_1609](https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=24:1.1.1.1.5#se24.1.5_1609).

<sup>5</sup> Specifically, 80 percent of area median income is the same as the “low income limit” as published by HUD. For purposes of prioritizing rental assistance as described in FAQ 22 below, 50 percent of area median income for the household is the same as the “very low-income limit” for the relevant area.

with both a written attestation from the applicant as to household income and also documentation available to the applicant, such as paystubs, W-2s or other wage statements, tax filings, bank statements demonstrating regular income, or an attestation from an employer. In appropriate cases, grantees may rely on an attestation from a caseworker or other professional with knowledge of a household's circumstances to certify that an applicant's household income qualifies for assistance.

Alternatively, a grantee may rely on a written attestation without further documentation of household income from the applicant under three approaches:

- *Self-attestation Alone* – In order to provide assistance rapidly, during the public health emergency related to COVID-19 the grantee may rely on a self-attestation of household income without further verification if the applicant confirms in their application or other document that they are unable to provide documentation of their income. If a written attestation without further verification is relied on to document the majority of the applicant's income, the grantee must reassess the household's income every three months, by obtaining appropriate documentation or a new self-attestation. Income attestations should specify the monthly or annual income claimed by the household to ensure that the household meets the applicable ERA requirements and to enable appropriate reporting. Under this approach, grantees are encouraged to incorporate self-attestation to demonstrate income eligibility into their application form. Similarly, grantees may rely on self-attestations to demonstrate applicants' financial hardship and risk of homelessness or housing instability as described above in FAQs 2 and 3 above. Thus, grantees are encouraged to simplify applications to allow for self-attestation for income eligibility during the public health emergency, as well as to allow self-attestation to demonstrate applicants' financial hardship and risk of homelessness or housing instability as described above in FAQs 2 and 3.
- *Categorical Eligibility* – If an applicant's household income has been verified to be at or below 80 percent of the area median income (for ERA1) or if an applicant's household has been verified as a low-income family as defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)) (for ERA2) in connection with another local, state, or federal government assistance program, grantees are permitted to rely on a determination letter from the government agency that verified the applicant's household income or status as a low-income family, provided that the determination for such program was made on or after January 1, 2020.
- *Fact-specific proxy* – A grantee may rely on a written attestation from the applicant as to household income if the grantee also uses any reasonable fact-specific proxy for household income, such as reliance on data regarding average incomes in the household's geographic area.

Grantees also have discretion to provide waivers or exceptions to this documentation requirement to accommodate disabilities, extenuating circumstances related to the pandemic, or a lack of technological access. In these cases, the grantee is still responsible for making the required determination regarding the applicant's household income and documenting that determination. Treasury encourages grantees to partner with state unemployment departments or entities that administer federal benefits with income requirements to assist with the verification process,

consistent with applicable law.

**5. ERA funds may be used for rent and rental arrears. How should a grantee document where an applicant resides and the amount of rent or rental arrears owed?**

Grantees must obtain, if available, a current lease, signed by the applicant and the landlord or sublessor, that identifies the unit where the applicant resides and establishes the rental payment amount. If a household does not have a signed lease, documentation of residence may include evidence of paying utilities for the residential unit, an attestation by a landlord who can be identified as the verified owner or management agent of the unit, or other reasonable documentation as determined by the grantee. In the absence of a signed lease, evidence of the amount of a rental payment may include bank statements, check stubs, or other documentation that reasonably establishes a pattern of paying rent, a written attestation by a landlord who can be verified as the legitimate owner or management agent of the unit, or other reasonable documentation as defined by the grantee in its policies and procedures.

*Written Attestation:* If an applicant is able to provide satisfactory evidence of residence but is unable to present adequate documentation of the amount of the rental obligation, grantees may accept a written attestation from the applicant to support the payment of assistance up to a monthly maximum of 100 percent of the greater of the Fair Market Rent or the Small Area Fair Market Rent for the area in which the applicant resides, as most recently determined by HUD and made available at <https://www.huduser.gov/portal/datasets/fmr.html>. In this case, the applicant must also attest that the household has not received, and does not anticipate receiving, another source of public or private subsidy or assistance for the rental costs that are the subject of the attestation. This limited payment is intended to provide the most vulnerable households the opportunity to gather additional documentation of the amount of the rental obligation or to negotiate with landlords in order to avoid eviction. The assistance described in this paragraph may only be provided for three months at a time, and a grantee must obtain evidence of rent owed consistent with the above after three months in order to provide further assistance to such a household; Treasury expects that in most cases the household would be able to provide documentation of the amount of the rental obligation in any applications for further assistance.

**6. ERA funds may be used for “utilities and home energy costs” and “utilities and home energy costs arrears.” How are those terms defined and how should those costs be documented?**

Utilities and home energy costs are separately stated charges related to the occupancy of rental property. Accordingly, utilities and home energy costs include separately stated electricity, gas, water and sewer, trash removal, and energy costs, such as fuel oil. Payments to public utilities are permitted.

All payments for utilities and home energy costs should be supported by a bill, invoice, or evidence of payment to the provider of the utility or home energy service.

Utilities and home energy costs that are covered by the landlord will be treated as rent.

**7. The statutes establishing ERA1 and ERA2 allow the funds to be used for certain “other**

**expenses,” as defined by the Secretary. What are some examples of these “other expenses”?**

Under the statute establishing ERA1, funds used for “other expenses” must be related to housing and “incurred due, directly or indirectly, to the novel coronavirus disease (COVID-19) outbreak.” In contrast, the statute establishing ERA2 requires that “other expenses” be “related to housing” but does not require that they be incurred due to the COVID-19 outbreak.

For both ERA1 and ERA2, other expenses related to housing include relocation expenses (including prospective relocation expenses), such as rental security deposits, and rental fees, which may include application or screening fees. It can also include reasonable accrued late fees (if not included in rental or utility arrears), and Internet service provided to the rental unit. Internet service provided to a residence is related to housing and is in many cases a vital service that allows renters to engage in distance learning, telework, and telemedicine and obtain government services. However, given that coverage of Internet would reduce the amount of funds available for rental assistance, grantees should adopt policies that govern in what circumstances that they will determine that covering this cost would be appropriate. In addition, rent or rental bonds, where a tenant posts a bond with a court as a condition to obtaining a hearing, reopening an eviction action, appealing an order of eviction, reinstating a lease, or otherwise avoiding an eviction order, may also be considered an eligible expense.

All payments for housing-related expenses must be supported by documentary evidence such as a bill, invoice, or evidence of payment to the provider of the service. If a housing-related expense is included in a bundle or an invoice that is not itemized (for example, internet services bundled together with telephone and cable television services) and obtaining an itemized invoice would be unduly burdensome, grantees may establish and apply reasonable procedures for determining the portion of the expense that is appropriate to be covered by ERA. As discussed in FAQ 26 below, under certain circumstances, the cost of a hotel stay may also be covered as an “other expense.”

**8. Must a beneficiary of the rental assistance program have rental arrears?**

No. The statutes establishing ERA1 and ERA2 permit the enrollment of households for only prospective benefits. For ERA1, if an applicant has rental arrears, the grantee may not make commitments for prospective rent payments unless it has also provided assistance to reduce the rental arrears; this requirement does not apply to ERA2.

**9. May a grantee provide assistance for arrears that have accrued before the date of enactment of the statute?**

Yes, but not for arrears accrued before March 13, 2020, the date of the emergency declaration pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5191(b).

**10. Is there a limit on how many months of financial assistance a tenant can receive?**

Yes. In ERA1, an eligible household may receive up to twelve (12) months of assistance (plus an additional three (3) months if necessary to ensure housing stability for the household, subject to the availability of funds). The aggregate amount of financial assistance an eligible household may

receive under ERA2, when combined with financial assistance under ERA1, must not exceed 18 months.

In ERA1, financial assistance for prospective rent payments is limited to three months based on any application by or on behalf of the household, except that the household may receive assistance for prospective rent payments for additional months (i) subject to the availability of remaining funds currently allocated to the grantee, and (ii) based on a subsequent application for additional assistance. In no case may an eligible household receive more than 18 months of assistance under ERA1 and ERA2, combined.

**11. Must a grantee pay for all of a household’s rental or utility arrears?**

No. The full payment of arrears is allowed up to the limits established by the statutes, as described in FAQ 10 above. A grantee may structure a program to provide less than full coverage of arrears. Grantees are encouraged to consider whether payments of less than the full amount of arrears may result in a significant disincentive for landlord participation in the ERA program. Moreover, consistent with FAQ 32, grantees should consider methods for avoiding evictions for nonpayment or utility cutoffs in cases where arrearages are paid only in part.

**12. What outreach should be made by a grantee to a landlord or utility provider before determining that the landlord or utility provider will not accept direct payment from the grantee?**

Treasury expects that in general, rental and utility assistance can be provided most effectively and efficiently when the landlord or utility provider participates in the program. However, in cases where a landlord or utility provider does not participate in the program, the only way to achieve the statutory purpose is to provide assistance directly to the eligible household.

In ERA1, grantees must make reasonable efforts to obtain the cooperation of landlords and utility providers to accept payments from the ERA program. Outreach will be considered complete if (i) a request for participation is sent in writing, by mail, to the landlord or utility provider, and the addressee does not respond to the request within seven calendar days after mailing; (ii) the grantee has made at least three attempts by phone, text, or e-mail over a five calendar-day period to request the landlord or utility provider’s participation; or (iii) a landlord confirms in writing that the landlord does not wish to participate. The final outreach attempt or notice to the landlord must be documented. The cost of contacting landlords would be an eligible administrative cost.

ERA2 does not require grantees to seek the cooperation of the landlord or utility provider before providing assistance directly to the tenant. However, if an ERA2 grantee chooses to seek the cooperation of landlords or utility providers before providing assistance directly to tenants, Treasury strongly encourages the grantee to apply the same ERA1 requirements as described above.

**13. Is there a requirement that the eligible household have been in its current rental home when the public health emergency with respect to COVID-19 was declared?**

No. There is no requirement regarding the length of tenure in the current unit.

**14. What data should a grantee collect regarding households to which it provides rental assistance in order to comply with Treasury’s reporting and recordkeeping requirements?**

Treasury provided interim guidance to ERA1 grantees regarding reporting requirements covering the period January through May 2021. The interim guidance required grantees to report limited data elements for the first quarter of 2021, as well as monthly for April to August. A grantee’s failure to submit required reports to Treasury on a timely basis may constitute a violation of the ERA award terms.

Treasury has provided grantees with additional guidance regarding quarterly reporting requirements. Grantees are required to submit reports in accordance with the additional guidance beginning with the first quarter of 2021 for ERA1 and the second quarter of 2021 for ERA2, with the first reports under the additional guidance being due in October 2021.

ERA1 grantees will be required to submit monthly reports from September to December 2021, which will be consistent with monthly reports that were previously required for April to August.

Treasury’s Office of Inspector General may require the collection of additional information in order to fulfill its oversight and monitoring requirements.<sup>6</sup> Grantees under ERA1 must comply with the requirement in section 501(g)(4) of Division N of the Consolidated Appropriations Act, 2021, to establish data privacy and security requirements for information they collect; grantees under ERA2 are also encouraged to comply with those requirements.<sup>7</sup>

The assistance listing number assigned to the ERA is 21.023.

**15. The statute establishing ERA1 requires that payments not be duplicative of any other federally funded rental assistance provided to an eligible household. Are tenants of federally subsidized housing, e.g., Low Income Housing Credit, Public Housing, or Indian Housing Block Grant-assisted properties, eligible for the ERA?**

An eligible household that occupies a federally subsidized residential or mixed-use property or receives federal rental assistance may receive assistance in the ERA, provided that ERA1 funds are not applied to costs that have been or will be reimbursed under any other federal assistance. Grantees are required to comply with Title VI of the Civil Rights Act (which prohibits discrimination on the ground of race, color, or national origin in programs or activities receiving federal financial assistance) and should evaluate whether their policies and practices regarding assistance to households that occupy federally subsidized residential or mixed-use properties or receive federal rental assistance comply with Title VI. In addition, grantees are required to comply

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<sup>6</sup> Note that this FAQ is not intended to address all reporting requirements that will apply to the ERA but rather to note for grantees information that they should anticipate needing to collect from households with respect to the provision of rental assistance.

<sup>7</sup> Specifically, the statute establishing ERA1 requires grantees to establish data privacy and security requirements for certain information regarding applicants that (i) include appropriate measures to ensure that the privacy of the individuals and households is protected; (ii) provide that the information, including any personally identifiable information, is collected and used only for the purpose of submitting reports to Treasury; and (iii) provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.

with the Fair Housing Act. With respect to ERA2, grantees must not refuse to provide assistance to households on the basis that they occupy such properties or receive such assistance, due to the disproportionate effect such a refusal could have on populations intended to receive assistance under the ERA and the potential for such a practice to violate applicable law, including Title VI and the Fair Housing Act.

If an eligible household participates in a HUD-assisted rental program or lives in certain federally assisted properties (e.g., using a Housing Choice Voucher, Public Housing, or Project-Based Rental Assistance) and the tenant rent is adjusted according to changes in income, the renter household may receive ERA1 assistance for the tenant-owed portion of rent or utilities that is not subsidized. Grantees are encouraged to confirm that the participant has already reported any income loss or financial hardship to the Public Housing Authority or property manager and completed an interim re-examination before assistance is provided.

Treasury encourages grantees to enter into partnerships with owners of federally subsidized housing to implement methods of meeting the statutory requirement to prioritize assistance to households with income that does not exceed 50 percent of the area median income for the household, or where one or more individuals within the household are unemployed as of the date of the application for assistance and have not been employed for the 90-day period preceding such date.

Pursuant to section 501(k)(3)(B) of Division N of the Consolidated Appropriations Act, 2021, and 2 CFR 200.403, when providing ERA1 assistance, the grantee must review the household's income and sources of assistance to confirm that the ERA1 assistance does not duplicate any other assistance, including federal, state, or local assistance provided for the same costs.

Grantees may rely on an attestation from the applicant regarding non-duplication with other government assistance in providing assistance to a household. Grantees with overlapping or contiguous jurisdictions are particularly encouraged to coordinate and participate in joint administrative solutions to meet this requirement. The requirement described in this paragraph does not apply to ERA2; however, to maximize program efficacy, Treasury encourages grantees to minimize the provision of duplicative assistance.

**16. In ERA1, may a Tribe or Tribally Designated Housing Entity (TDHE) provide assistance to Tribal members living outside Tribal lands?**

Yes. Tribal members living outside Tribal lands may receive ERA1 funds from their Tribe or TDHE, provided they are not already receiving ERA assistance from another Tribe or TDHE, state, or local government.

**17. In ERA1, may a Tribe or TDHE provide assistance to non-Tribal members living on Tribal lands?**

Yes. A Tribe or TDHE may provide ERA1 funds to non-Tribal members living on Tribal lands, provided these individuals are not already receiving ERA assistance from another Tribe or TDHE, state, or local government.

**18. May a grantee provide assistance to households for which the grantee is the landlord?**

Yes. A grantee may provide assistance to households for which the grantee is the landlord, provided that the grantee complies with the all provisions of the statute establishing ERA1 or ERA2, as applicable, the award terms, and applicable ERA guidance issued by Treasury, and that no preferences (beyond the prioritization described in FAQ 22) are given to households that reside in the grantee’s own properties.

**19. May a grantee provide assistance to a renter household with respect to utility or energy costs without also covering rent?**

Yes. A grantee is not required to provide assistance with respect to rent in order to provide assistance with respect to utility or energy costs. For ERA1, the limitations in section 501(c)(2)(B) of Division N of the Consolidated Appropriations Act, 2021, limiting assistance for prospective rent payments do not apply to the provision of utilities or home energy costs.

**20. May a grantee provide ERA assistance to homeowners to cover their mortgage, utility, or energy costs?**

No. ERA assistance may be provided only to eligible households, which is defined by statute to include only households that are obligated to pay rent on a residential dwelling. However, homeowners may be eligible for assistance under programs using funds under the Homeowner Assistance Fund, which was established by Treasury under the American Rescue Plan Act of 2021.

**21. May grantees administer ERA programs by using contractors, subrecipients, or intergovernmental cooperation agreements?**

Yes. Grantees may use ERA payments to make subawards to other entities, including non-profit organizations and local governments, to administer ERA programs on behalf of the grantees.

The subrecipient monitoring and management requirements set forth in 2 CFR 200.331–333 will apply to such entities. Grantees may also enter into contracts using ERA payments for goods or services to implement ERA programs. Grantees must comply with the procurement standards set forth in 2 CFR 200.317–327 in entering into such contracts. Grantees are encouraged to achieve administrative efficiency and fiduciary responsibility by collaborating with other grantees in joint administrative solutions to deploying ERA resources.

**22. ERA requires a prioritization of assistance for households with incomes less than 50 percent of area median income or households with one or more individuals that have not been employed for the 90-day period preceding the date of application. How should grantees prioritize assistance?**

Grantees should establish a preference system for assistance that prioritizes assistance to households with incomes less than 50 percent area median income<sup>8</sup> and to households with one or more members that have been unemployed for at least 90 days. Grantees should document the

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<sup>8</sup> For the definition of area median income, see FAQ 4 above.

preference system they plan to use and should inform all applicants about available preferences.

Treasury will require grantees to report to Treasury on the methods they have established to implement this prioritization of assistance and to publicly post a description of their prioritization methods, including on their program web page if one exists, by July 15, 2021.

**23. ERA1 and ERA2 both allow for up to 10 percent of the funds received by a grantee to be used for certain housing stability services. What are some examples of these services?**

ERA1 and ERA2 have different requirements for housing stability services.

Under ERA1, these funds may be used to provide eligible households with case management and other services related to the COVID-19 outbreak, as defined by the Secretary, intended to help keep households stably housed.

Under ERA2, these services do not have to be related to the COVID-19 outbreak.

For purposes of ERA1 and ERA2, housing stability services include those that enable eligible households to maintain or obtain housing. Such services may include, among other things, eviction prevention and eviction diversion programs; mediation between landlords and tenants; housing counseling; fair housing counseling; housing navigators or *promotoras* that help households access ERA programs or find housing; case management related to housing stability; housing-related services for survivors of domestic abuse or human trafficking; legal services or attorney's fees related to eviction proceedings and maintaining housing stability; and specialized services for individuals with disabilities or seniors that support their ability to access or maintain housing. Grantees using ERA funds for housing stability services must maintain records regarding such services and the amount of funds provided to them.

**24. Are grantees required to remit interest earned on ERA payments made by Treasury?**

No. ERA payments made by Treasury to states, territories, and the District of Columbia are not subject to the requirement of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 to remit interest to Treasury. ERA payments made by Treasury to local governments, Tribes, and TDHEs are not subject to the requirement of 2 CFR 200.305(b)(8)–(9) to maintain balances in an interest-bearing account and remit payments to Treasury.

**25. When may Treasury recoup ERA funds from a grantee?**

Treasury may recoup ERA funds from a grantee if the grantee does not comply with the applicable limitations on the use of those funds.

**26. May rental assistance be provided to temporarily displaced households living in hotels or motels?**

Yes. The cost of a hotel or motel room occupied by an eligible household may be covered using ERA assistance within the category of certain "other expenses related to housing" (as described in

FAQ 7) provided that:

- i. the household has been temporarily or permanently displaced from its primary residence or does not have a permanent residence elsewhere;
- ii. the total months of assistance provided to the household do not exceed the applicable time limit described in FAQ 10; and
- iii. documentation of the hotel or motel stay is provided and the other applicable requirements provided in the statute and these FAQs are met.

The cost of the hotel or motel stay would not include expenses incidental to the charge for the room.

Grantees covering the cost of such stays must develop policies and procedures detailing under what circumstances they would provide assistance to cover such stays. In doing so, grantees should consider the cost effectiveness of offering assistance for this purpose as compared to other uses. If a household is eligible for an existing program with narrower eligibility criteria that can provide similar assistance for hotel or motel stays, such as the HUD Emergency Solutions Grant program or FEMA Public Assistance, grantees should utilize such programs prior to providing similar assistance under the ERA program.

**27. May a renter subject to a “rent-to-own” agreement with a landlord be eligible for ERA assistance?**

A grantee may provide financial assistance to households that are renting their residence under a “rent-to-own” agreement, under which the renter has the option (or obligation) to purchase the property at the end of the lease term, provided that a member of his or her household:

- i. is not a signor or co-signor to the mortgage on the property;
- ii. does not hold the deed or title to the property; and
- iii. has not exercised the option to purchase.

Homeowners may be eligible for assistance under programs using funds under the Homeowner Assistance Fund, which was established by Treasury under the American Rescue Plan Act of 2021.

**28. Under what circumstances may households living in manufactured housing (mobile homes) receive assistance?**

Rental payments for either the manufactured home or the parcel of land the manufactured home occupies are eligible for financial assistance under ERA programs. Households renting manufactured housing or the parcel of land the manufactured home occupies may also receive assistance for utilities and other expenses related to housing, as detailed in FAQ 7 above. This principle also applies to mooring fees for water-based dwellings (houseboats).

**29. What are the applicable limitations on administrative expenses?**

Under ERA1, not more than 10 percent of the amount paid to a grantee may be used for administrative costs attributable to providing financial assistance and housing stability services to eligible households. Under ERA2, not more than 15 percent of the amount paid to a grantee may be used for administrative costs attributable to providing financial assistance, housing stability services, and other affordable rental housing and eviction prevention activities.

The revised award term for ERA1 issued by Treasury permits recipients to use funds provided to cover both direct and indirect costs. A grantee may permit a subrecipient to incur more than 10 or 15 percent, as applicable, of the amount of the subaward issued to that subrecipient as long as the total of all administrative costs incurred by the grantee and all subrecipients, whether as direct or indirect costs, does not exceed 10 or 15 percent, as applicable, of the total amount of the award provided to the grantee from Treasury.)

Further, the revised award term for ERA1 no longer requires grantees to deduct administrative costs charged to the award from the amount available for housing stability services. Rather, any direct and indirect administrative costs in ERA1 or ERA2 must be allocated by the grantee to either the provision of financial assistance or the provision of housing stability services. As required by the applicable statutes, not more than 10 percent of funds received by a grantee may be used to provide eligible households with housing stability services (discussed in FAQ 23). To the extent administrative costs are not readily allocable to one or the other of these categories, the grantee may assume an allocation of the relevant costs of 90 percent to financial assistance and 10 percent to housing stability services.

Grantees may apply their negotiated indirect cost rate to the award, but only to the extent that the total of the amount charged pursuant to that rate and the amount of direct costs charged to the award does not exceed 10 percent of the amount of the award.

**30. Should grantees provide tenants the option to apply directly for ERA assistance, rather than only accepting applications for assistance from landlords and owners of dwellings?**

For ERA1, Treasury strongly encourages grantees to provide an option for tenants to apply directly for funding, rather than only accepting applications for assistance from landlords and owners of dwellings. For ERA2, grantees are required to allow tenants to apply directly for assistance, even if the landlord or owner chooses not to participate, consistent with the statutory requirement for the funds to be used to provide financial assistance to eligible households.

See FAQ 12 for additional information on grantees providing assistance to landlords and tenants.

**31. How should grantees ensure that recipients use ERA funds only for permissible purposes?**

Grantees should require recipients of funds under ERA programs, including tenants and landlords, to commit in writing to use ERA assistance only for the intended purpose before issuing a payment. Grantees are not required to obtain documentation evidencing the use of ERA program

funds by tenants and landlords. Grantees are expected to apply reasonable fraud- prevention procedures and to investigate and address potential instances of fraud or the misuse of funds that they become aware of.

There may be instances when a landlord refuses to accept a payment from a tenant who has received assistance directly from a grantee for the purpose of paying the landlord. In these cases, the grantee may allow the tenant to use the assistance for other eligible costs in accordance with the terms of the grantee's ERA programs.

**32. Can grantees prohibit landlords from pursuing eviction for nonpayment of rent for some period after receiving ERA assistance?**

With respect to landlords that receive funds under an ERA program for prospective rent or for rental arrearages, the grantee must prohibit the landlord from evicting the tenant for nonpayment of rent with respect to the period covered by the assistance.

In addition, with respect to landlords that receive funds for rental arrears, to promote the purpose of the program the grantee is encouraged to prohibit the landlord from evicting the tenant for nonpayment of rent for some period of time, consistent with applicable law.

In all cases, Treasury strongly encourages grantees to require landlords that receive funds under the ERA, as a condition of receiving the funds, not to evict tenants for nonpayment of rent for 30 to 90 days longer than the period covered by the rental assistance.

**33. How can grantees work with other grantees to make their ERA programs consistent?**

Treasury encourages grantees with overlapping or contiguous jurisdictions to collaborate to develop consistent or complementary terms of their ERA programs and to coordinate in their communications with the public, to minimize potential confusion among tenants and landlords regarding assistance. Treasury also encourages grantees to reduce burdens for entities seeking assistance from multiple grantees across different jurisdictions, including utility providers and landlords with properties in multiple jurisdictions.

**34. Should a grantee require that a landlord initiate an eviction proceeding in order to apply for assistance under an ERA program?**

No.

**35. How can ERA assistance be used to support an eligible household moving to a new home?**

ERA funds may be used to provide assistance to eligible households to cover prospective relocation assistance, rent, and utility or home energy costs, including after an eviction. Treasury encourages grantees to provide prospective support to help ensure housing stability. See FAQ 7 (regarding qualifying relocation expenses) and FAQ 10 (regarding time limits on assistance).

Before moving into a new residence, a tenant may not yet have a rental obligation, as required by

the statutes establishing ERA1 and ERA2. In those cases, Treasury encourages grantees to provide otherwise eligible households with an official document specifying the amount of financial assistance under ERA programs that the grantee will pay a landlord on behalf of the household (such as for a security deposit or rent) if the landlord and the household enter into a qualifying lease of at least six months. Such documentation may expire after a certain period, such as 60 to 120 days after the issuance date. Treasury encourages grantees to work with providers of housing stability services to help these households identify housing that meets their needs. For purposes of reporting to Treasury, grantees may consider these commitments to be an obligation of funding until their expiration.

**36. What steps can ERA grantees take to prevent evictions for nonpayment of rent?**

Treasury strongly encourages grantees to develop partnerships with courts in their jurisdiction that adjudicate evictions for nonpayment of rent to help prevent evictions and develop eviction diversion programs. For example, grantees should consider: (1) providing information to judges, magistrates, court clerks, and other relevant court officials about the availability of assistance under ERA programs and housing stability services; (2) working with eviction courts to provide information about assistance under ERA programs to tenants and landlords as early in the adjudication process as possible; and (3) engaging providers of legal services and other housing stability services to assist households against which an eviction action for nonpayment of rent has been filed.

**37. How can grantees promote access to assistance for all eligible households?**

Grantees should address barriers that potentially eligible households may experience in accessing ERA programs, including by providing program documents in multiple languages, by enabling persons with disabilities to access the programs, and by conducting targeted outreach to populations with disproportionately high levels of unemployment or housing instability or that are low income.

Grantees should also provide, either directly or through partner organizations, culturally and linguistically relevant outreach and housing stability services to ensure access to assistance for all eligible households.

**38. May grantees obtain information in bulk from utility providers and landlords with multiple units regarding the eligibility of multiple tenants, or bundle assistance payments for the benefit of multiple tenants in a single payment to a utility provider or landlord?**

Data-sharing agreements between grantees and utility providers or landlords with multiple units may reduce administrative burdens and enhance program integrity by providing information to validate tenant-provided information. Therefore, grantees may establish prudent information-sharing arrangements with utility providers and landlords for determining household eligibility. Grantees may also establish reasonable procedures for combining the assistance provided for multiple households into a single “bulk” payment made to a utility or landlord. Grantees should ensure that any such arrangements (1) comply with applicable privacy requirements; (2) include appropriate safeguards to ensure payments are made only for eligible households; and (3) are documented in records satisfying the grantee’s reporting requirements, including, for example, the amount of assistance paid for each household.”

In addition, to speed the delivery of assistance, grantees may adopt policies and procedures enabling landlords and utility providers to receive assistance based on reasonable estimates of arrears owed by multiple households, before their application and documentation requirements are satisfied. Specifically, a grantee may provide for payments based on such estimates if (1) the landlord or utility provider certifies that its estimate is reasonable based on information available to it at the time, (2) the grantee requires the landlord or utility provider to receive all required documentation within six months, and (3) the landlord or utility provider agrees in writing to return to the grantee any assistance the landlord or utility provider receives that the household was ineligible for or for which the required documentation is not received within six months. Grantees are encouraged to limit such payments to a portion of the landlord's or utility provider's estimate (for example, 50 or 75 percent of the estimated amount) to limit the risk of providing funds that are used for an ineligible purpose and subsequently must be returned. If an estimated payment is subsequently found to have been used for an ineligible household or an ineligible expense, or if the required documentation is not timely submitted, the payment will be considered an ineligible use of ERA funds by the grantee.

**39. If ERA program funds are used for a security deposit for a lease, to whom should the landlord return the security deposit at the end of the lease?**

Grantees should establish a policy with regard to the payment and disposition of security deposits, which should include a reasonable limit on the amount of a security deposit to be paid using ERA program funds. The amount of a security deposit should not exceed one month's rent, except in cases where a higher amount is reasonable and customary in the local housing market. The treatment of security deposits is generally subject to applicable law and the rental agreement. In order to mitigate risks associated with the use of ERA program funds for security deposits, grantees should establish a minimum rental period, not less than four months, before a tenant is entitled to receive a returned security deposit that was paid for with ERA funds. To the extent that the security deposit is not returned to the tenant, it should be returned to the grantee.

**40. May ERA assistance be used for rental or utility arrears after the tenant no longer resides in the unit?**

In order to remove barriers a household may face in accessing new housing, a grantee may, at the tenant's request, provide assistance for rental or utility arrears after an otherwise eligible tenant has vacated a unit. In addition to not engaging in further collection efforts regarding the arrears that are paid or related fees or expenses, as a condition to receiving payment, Treasury strongly encourages grantees to require the landlord or utility provider to agree not to pursue any further collection efforts against the household and ensure that any reports to credit agencies will confirm the matter's resolution. In addition, grantees may consider requiring the landlord or utility provider to notify the tenant that payment has been received and that there will be no further collection efforts.

**41. May a grantee provide additional payments to landlords that enter into leases with eligible households experiencing circumstances that make it more difficult to secure rental housing?**

Grantees may use ERA funds to pay for an additional rental payment required by a landlord as a

condition to entering into a lease with a “hard-to-house” household that would not qualify under the landlord’s previously established, non-discriminatory, and lawful screening or occupancy policies. “Hard-to-house” applicants are those who, during the preceding 12 months, suffered an eviction; aged out of foster care or similar arrangements; were convicted of a criminal offense or released from incarceration; or experienced homelessness. The additional payment must be documented in the written lease agreement as additional rent and may not, in the aggregate, exceed one month’s rent (excluding the additional payment). Grantees should establish reasonable safeguards to ensure these additional rental payments do not incentivize landlords to adopt more stringent leasing policies and are otherwise compliant with any rent or security deposit restrictions imposed by state or local law.

**42. May a grantee provide ERA funds to another entity for the purpose of making payments more rapidly?**

To speed the delivery of assistance, grantees may enter into a written agreement with a nonprofit organization to establish a payment fund for the sole purpose of delivering assistance using ERA funds while a household’s application remains in process. A grantee may use such a process if:

- The process is reserved for situations in which an expedited payment could reasonably be viewed as necessary to prevent an eviction or loss of utility services that precludes employing the grantee’s standard application and payment procedures on a timely basis.
- The nonprofit organization has the requisite financial capacity to manage the ERA funds, such as being a certified community development financial institution.
- The nonprofit organization deposits and maintains the ERA funds in a separate account that is not commingled with other funds.
- The grantee receives all required application and eligibility documentation within six months.
- The nonprofit organization agrees in writing to return to the grantee any assistance that the household was ineligible for or for which the required documentation is not received within six months.
- Any funds not used by the nonprofit organization are ultimately returned to the grantee.

If a payment made by the nonprofit organization is subsequently found to have been used for an ineligible household or an ineligible expense, or if the required application and eligibility documentation are not timely submitted, the payment will be considered an ineligible use of ERA funds by the grantee. Any administrative expenses attributable to a payment fund should be considered in accordance with FAQ 29.

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## **Subtitle B—Housing Provisions**

### **SEC. 3201. EMERGENCY RENTAL ASSISTANCE.**

#### **(a) FUNDING.—**

(1) **APPROPRIATION.**—In addition to amounts otherwise available, there is appropriated to the Secretary of the Treasury for fiscal year 2021, out of any money in the Treasury not otherwise appropriated, \$21,550,000,000, to remain available until September 30, 2027, for making payments to eligible grantees under this section—

(2) **RESERVATION OF FUNDS.**—Of the amount appropriated under paragraph (1), the Secretary shall reserve—

(A) \$305,000,000 for making payments under this section to the Commonwealth of Puerto Rico, the United States

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Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa;

(B) \$30,000,000 for costs of the Secretary for the administration of emergency rental assistance programs and technical assistance to recipients of any grants made by the Secretary to provide financial and other assistance to renters;

(C) \$3,000,000 for administrative expenses of the Inspector General relating to oversight of funds provided in this section; and

(D) \$2,500,000,000 for payments to high-need grantees as provided in this section.

(b) ALLOCATION OF FUNDS TO ELIGIBLE GRANTEEES.—

(1) ALLOCATION FOR STATES AND UNITS OF LOCAL GOVERNMENT.—

(A) IN GENERAL.—The amount appropriated under paragraph (1) of subsection (a) that remains after the application of paragraph (2) of such subsection shall be allocated to eligible grantees described in subparagraphs (A) and (B) of subsection (f)(1) in the same manner as the amount appropriated under section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 (Public Law 116–260) is allocated to States and units of local government under subsection (b)(1) of such section, except that section 501(b) of such subtitle A shall be applied—

(i) without regard to clause (i) of paragraph (1)(A);

(ii) by deeming the amount appropriated under paragraph (1) of subsection (a) of this Act that remains after the application of paragraph (2) of such subsection to be the amount deemed to apply for purposes of applying clause (ii) of section 501(b)(1)(A) of such subtitle A;

(iii) by substituting “\$152,000,000” for “\$200,000,000” each place such term appears;

(iv) in subclause (I) of such section 501(b)(1)(A)(v), by substituting “under section 3201 of the American Rescue Plan Act of 2021” for “under section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021”; and

(v) in subclause (II) of such section 501(b)(1)(A)(v), by substituting “local government elects to receive funds from the Secretary under section 3201 of the American Rescue Plan Act of 2021 and will use the funds in a manner consistent with such section” for “local government elects to receive funds from the Secretary under section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 and will use the funds in a manner consistent with such section”.

(B) PRO RATA ADJUSTMENT.—The Secretary shall make pro rata adjustments in the amounts of the allocations determined under subparagraph (A) of this paragraph for entities described in such subparagraph as necessary to ensure that the total amount of allocations made pursuant to such subparagraph does not exceed the remainder appropriated amount described in such subparagraph.

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(2) ALLOCATIONS FOR TERRITORIES.—The amount reserved under subsection (a)(2)(A) shall be allocated to eligible grantees described in subsection (f)(1)(C) in the same manner as the amount appropriated under section 501(a)(2)(A) of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 (Public Law 116–260) is allocated under section 501(b)(3) of such subtitle A to eligible grantees described under subparagraph (C) of such section 501(b)(3), except that section 501(b)(3) of such subtitle A shall be applied—

(A) in subparagraph (A), by inserting “of section 3201 of the American Rescue Plan Act of 2021” after “the amount reserved under subsection (a)(2)(A)”; and

(B) in clause (i) of subparagraph (B), by substituting “the amount equal to 0.3 percent of the amount appropriated under subsection (a)(1)” with “the amount equal to 0.3 percent of the amount appropriated under subsection (a)(1) of section 3201 of the American Rescue Plan Act of 2021”.

(3) HIGH-NEED GRANTEEES.—The Secretary shall allocate funds reserved under subsection (a)(2)(D) to eligible grantees with a high need for assistance under this section, with the number of very low-income renter households paying more than 50 percent of income on rent or living in substandard or overcrowded conditions, rental market costs, and change in employment since February 2020 used as the factors for allocating funds.

(c) PAYMENT SCHEDULE.—

(1) IN GENERAL.—The Secretary shall pay all eligible grantees not less than 40 percent of each such eligible grantee’s total allocation provided under subsection (b) within 60 days of enactment of this Act.

(2) SUBSEQUENT PAYMENTS.—The Secretary shall pay to eligible grantees additional amounts in tranches up to the full amount of each such eligible grantee’s total allocation in accordance with a procedure established by the Secretary, provided that any such procedure established by the Secretary shall require that an eligible grantee must have obligated not less than 75 percent of the funds already disbursed by the Secretary pursuant to this section prior to disbursement of additional amounts.

(d) USE OF FUNDS.—

(1) IN GENERAL.—An eligible grantee shall only use the funds provided from payments made under this section as follows:

(A) FINANCIAL ASSISTANCE.—

(i) IN GENERAL.—Subject to clause (ii) of this subparagraph, funds received by an eligible grantee from payments made under this section shall be used to provide financial assistance to eligible households, not to exceed 18 months, including the payment of—

(I) rent;

(II) rental arrears;

(III) utilities and home energy costs;

(IV) utilities and home energy costs arrears;

and

(V) other expenses related to housing, as defined by the Secretary.

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(ii) LIMITATION.—The aggregate amount of financial assistance an eligible household may receive under this section, when combined with financial assistance provided under section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 (Public Law 116–260), shall not exceed 18 months.

(B) HOUSING STABILITY SERVICES.—Not more than 10 percent of funds received by an eligible grantee from payments made under this section may be used to provide case management and other services intended to help keep households stably housed.

(C) ADMINISTRATIVE COSTS.—Not more than 15 percent of the total amount paid to an eligible grantee under this section may be used for administrative costs attributable to providing financial assistance, housing stability services, and other affordable rental housing and eviction prevention activities, including for data collection and reporting requirements related to such funds.

(D) OTHER AFFORDABLE RENTAL HOUSING AND EVICTION PREVENTION ACTIVITIES.—An eligible grantee may use any funds from payments made under this section that are unobligated on October 1, 2022, for purposes in addition to those specified in this paragraph, provided that—

(i) such other purposes are affordable rental housing and eviction prevention purposes, as defined by the Secretary, serving very low-income families (as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b))); and

(ii) prior to obligating any funds for such purposes, the eligible grantee has obligated not less than 75 percent of the total funds allocated to such eligible grantee in accordance with this section.

(2) DISTRIBUTION OF ASSISTANCE.—Amounts appropriated under subsection (a)(1) of this section shall be subject to the same terms and conditions that apply under paragraph (4) of section 501(c) of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 (Public Law 116–260) to amounts appropriated under subsection (a)(1) of such section 501.

(e) REALLOCATION OF FUNDS.—

(1) IN GENERAL.—Beginning March 31, 2022, the Secretary shall reallocate funds allocated to eligible grantees in accordance with subsection (b) but not yet paid in accordance with subsection (c)(2) according to a procedure established by the Secretary.

(2) ELIGIBILITY FOR REALLOCATED FUNDS.—The Secretary shall require an eligible grantee to have obligated 50 percent of the total amount of funds allocated to such eligible grantee under subsection (b) to be eligible to receive funds reallocated under paragraph (1) of this subsection.

(3) PAYMENT OF REALLOCATED FUNDS BY THE SECRETARY.—The Secretary shall pay to each eligible grantee eligible for a payment of reallocated funds described in paragraph (2) of this subsection the amount allocated to such eligible grantee in accordance with the procedure established by the Secretary in accordance with paragraph (1) of this subsection.

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(4) USE OF REALLOCATED FUNDS.—Eligible grantees may use any funds received in accordance with this subsection only for purposes specified in paragraph (1) of subsection (d).

(f) DEFINITIONS.—In this section:

(1) ELIGIBLE GRANTEE.—The term “eligible grantee” means any of the following:

(A) The 50 States of the United States and the District of Columbia.

(B) A unit of local government (as defined in paragraph (5)).

(C) The Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa.

(2) ELIGIBLE HOUSEHOLD.—The term “eligible household” means a household of 1 or more individuals who are obligated to pay rent on a residential dwelling and with respect to which the eligible grantee involved determines that—

(A) 1 or more individuals within the household has—

(i) qualified for unemployment benefits; or

(ii) experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus pandemic;

(B) 1 or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and

(C) the household is a low-income family (as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b))).

(3) INSPECTOR GENERAL.—The term “Inspector General” means the Inspector General of the Department of the Treasury.

(4) SECRETARY.—The term “Secretary” means the Secretary of the Treasury.

(5) UNIT OF LOCAL GOVERNMENT.—The term “unit of local government” has the meaning given such term in section 501 of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 (Public Law 116–260).

(g) AVAILABILITY.—Funds provided to an eligible grantee under a payment made under this section shall remain available through September 30, 2025.

(h) EXTENSION OF AVAILABILITY UNDER PROGRAM FOR EXISTING FUNDING.—Paragraph (1) of section 501(e) of subtitle A of title V of division N of the Consolidated Appropriations Act, 2021 (Public Law 116–260) is amended by striking “December 31, 2021” and inserting “September 30, 2022”.

**SEC. 3202. EMERGENCY HOUSING VOUCHERS.**

(a) APPROPRIATION.—In addition to amounts otherwise available, there is appropriated to the Secretary of Housing and Urban Development (in this section referred to as the “Secretary”) for fiscal year 2021, out of any money in the Treasury not otherwise appropriated, \$5,000,000,000, to remain available until September 30, 2030, for—

(1) incremental emergency vouchers under subsection (b);

(2) renewals of the vouchers under subsection (b);